Flagler County Board of County Commissioners Meeting Agenda

April 21, 2025 • 5:00 p.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) **Water Conservation Month – April 2025** *(Requested by, William White, SJRWMD Governmental Affairs Coordinator)*
   2) **Celebrate Trails Day – April 26, 2025** *(Requested by Amy Lukasik, Tourism Development Director)*
   3) **Landscape Architecture Month – April 2025** *(Requested by Commissioner Andy Dance)*
   4) **Volunteer Week for Meals on Wheels – April 20-26, 2025** *(Requested by Joseph Hegedus, Health and Human Services Director)*
   5) **Volunteer Month – April 2024** *(Requested by Judy Bucek, Flager Volunteer Services Project Director)*

   4c) Presentations (3-5 Minutes)**: Library Annual Report** *(Presented by Holly Albanese, Assistant County Administrator/Library Director)*

5. **Community and Board Comments:**

   5a) Community Outreach: *This thirty-minute time period has been allocated for public comment on any consent agenda item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.*

   5b) Board Comments on Consent Items

6. **Consent: Constitutional Officers:**

   6a) Clerk: Bills and Related Reports: Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:

   1) Revenue Collected for January 2025
   2) Revenue Collected for February 2025
   3) Disbursement Report for Week Ending March 28, 2025

6b) Clerk: Approval of Board Meeting Minutes: Request the Board approve the minutes from the following Meetings:

1) March 6, 2025 Workshop
2) March 12, 2025 Joint Workshop
3) March 17 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) Consideration of Change in Scope of Work in Flagler County Contract 22-047P with Black Creek Integrated Systems Corp. to Allow for Installation of Inmate Safety System at Kim C. Hammond Justice Center and Corresponding Increase in Contract Price: Recommend the Board approve a change in the Scope of Work and an increase in the amount of $881,492.00 to contract 22-047P to allow for the installation of the FCSO standard Inmate Safety System at the Kim C. Hammond Justice Center. *(Requested by Matthew Rivera, Chief Information Officer)*

7-c) This item has been pulled by staff and will not be considered at this meeting. ~~**Consideration of Award and Contract to the North Florida Land Trust, a Non-Profit Organization, under Request for Qualifications (RSQ) 24-052Q, to Assist with the Implementation of the Environmentally Sensitive Lands (ESL) Program:** Request the Board approve the contact RSQ #24-052Q to the North Florida Land Trust for real estate and general services associated with the acquisition of environmentally sensitive lands in an amount not to exceed $120,000 per year for three years and an overall contract value of $360,000 and approve the Budget Transfer. *(Requested by Erick Revuelta, Public Lands and Natural Resources Manager)*~~ Removed from the agenda on 04/21/2025

7-d) Consideration of Award and Approval of Phased Design-Build (PDB) Contract Agreement between Flagler County and Meyer Najem Construction under Request for Proposals (RFP) 25-044P for the Flagler County Multipurpose Emergency Preparedness Facility: Request the Board to Award the Phased Design-Build Contract to Meyer Najem Construction and Approve and authorize the County Administrator to execute the Phased Design-Build Contract Agreement between Flagler County and Meyer Najem Construction to provide the Contract Agreement design and construction services for the Flagler County Multipurpose Emergency Preparedness Facility Project under Request for Proposals (RFP) 25-044P, and authorize County Administrator approval of Project Phase I Task Work Order for Design and Preconstruction Services, Project Phase II Task Work Order for Construction Services, any project related documents, and grant agreement amendments within the project overall $10 million budget. *(Requested by Hamid Tabassian, County Engineer and Robert Rounds, Procurement Manager)*

7-e) Consideration of Approval and Award of Request for Proposals #25-RFP-045, to ContekPro for Shipping Container Kitchen for Bull Creek Campground: Approve the purchase of Shipping Container Kitchen by ContekPro in the amount of $477,196.84. *(Requested by Mike Dickson, General Services Director)*

7-f) Consideration to Transfer Funds Between Departments within the Disaster Relief Fund (Fund 1184) for the Hurricane Recovery Grant D1490 – Bull Creek Facility:

Request the Board approve the Budget Transfer and Amended the CIP. *(Requested by E. John Brower, Financial Services Director)*

7-g) Consideration to Amend the Fiscal Year 2024-2025 Budget to Recognize Grant Revenue from FY24/25 Grant with ElderSource, for the Department of Health and Human Services' Senior Services Division in the Amount of $32,283: Request the Board approve the Unanticipated Revenue Resolution. *(Requested by Joe Hegedus, Health & Human Services Director)*

7-h) Request the Board to Consider and Approve a Single Source Contract with NeoGov for Human Resources Information System in the Amount of $177,477.64: Request the Board to Approve a Single Source Contract with NeoGov for Human Resources Information System in the amount of $177,477.64. *(Requested by Charlie Picano, Human Resources Director)*

7-i) Consideration and Approval of the Professional Services Agreement 24-0050Q between Flagler County and Moffatt & Nichol, Inc. (M&N) for Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment Project - Reach III: Recommend the Board approve the Professional Services Agreement with Moffatt & Nichol, Inc for Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment Project - Reach III in the amount of $1,907,252. *(Requested by Hamid Tabassian, County Engineer and Ansley Wren-Key Coastal Engineering Administrator)*

7-j) Consideration for Approval of 1) Fourth Amendment to the Construction Agreement ITB23-034B between Flagler County and P&S Paving, Inc. for the Roadway Construction of Flagler Central Commerce Parkway Connector – Bunnell Project in the Amount of $463,122.88, 2) Amended Interlocal Agreement (ILA) between the City of Bunnell and Flagler County, 3) Approve Budget Transfers, and 4) Authorize the Chair to Execute the Agreements: Request the Board approve the following: 1) Fourth Amendment to the Construction Agreement ITB23-034B between Flagler County and P&S Paving, Inc. for the Roadway Construction of Flagler Central Commerce Parkway Connector – Bunnell Project in the Amount of $463,122.88 as approved to form by the County Attorney, 2) Amended interlocal agreement (ILA) between the City of Bunnell and Flagler County as approved to form by the County Attorney, 3) Approve the Budget Transfer, and 4) authorize the Chair to execute the agreements as approved to form by the County Attorney. *(Requested by Hamid Tabassian, County Engineer and Richard Zion Assistant County Engineer)*

7-k) Consideration of Support Resolution for Executive Office of the Governor's Department of Governmental Efficiency Task Force: Request the Board approve the support resolution to actively participate in a comprehensive review conducted by the EOG DOGE Team to identify and eliminate unnecessary and inappropriate spending. *(Requested by Heidi Petito, County Administrator)*

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

8-a) Approve Amended Purchase and Sale Agreement with Raydient Palm Coast, LLC, for Conservation Lands in the Amount of $3,000,000 for a Portion of the Pringle Forest: Request the Board approve the amended 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 Sarah Spector, Assistant County Attorney and Jorge Salinas, Deputy County Administrator)*

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

Quasi-Judicial Process: *The audience should refrain from clapping, booing or shouts of approval or disagreement. To avoid potential legal ramification and possible overturning of a decision by the Courts, a public hearing must be fair in three respects: form, substance and appearance.*

Time limits will be observed:

- *Staff – 10-minute presentation.*
- *Applicant – 15-minute presentation (unless time extended by consensus of Board).*
- *Public Comment – 3 minutes per speaker, 5 minutes if speaking on behalf of a group.*
- *Applicant Rebuttal and Closing Staff Comments – 10 minutes each.*

9-a) QUASI-JUDICIAL – Public Use in the AC (Agricultural) District) for Fire Station 51 at 245 County Road 305. Parcel Number: 10-12-29-0000-01040-0021; 26.37+/- acres. Owner: Flagler County BOCC/Agent: Randy Hudak, P.E. (Project No. 2025010065): OPTIONS FOR THE BOARD: Approve; Deny; or Continue. *(Requested by Adam Mengel, Growth Management Director)*

9-b) LEGISLATIVE – Request to Approve and Adopt the Flagler Executive Airport Zoning Regulations Ordinance on Second Reading: OPTIONS FOR THE BOARD: Adopt; Not Adopt; or Continue. *(Requested by Adam Mengel, Growth Management Director)*

10. Additional Reports and Comments:

10-a) County Administrator Report/Comments

10-b) County Attorney Report/Comments

10-c) Community Outreach: *This thirty-minute time period has been allocated for public comment for items not 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 APRIL 2025 AS
"WATER CONSERVATION MONTH" IN FLAGLER COUNTY

WHEREAS, water is a basic and essential need of every living creature, and water conservation is becoming more critical across our great state; and

WHEREAS, the State of Florida, St. Johns River Water Management District and Flagler County are working together to increase awareness about the importance of water conservation; and

WHEREAS, Flagler County and the State of Florida have designated April, historically a dry month when water demands are most acute, as Water Conservation Month to educate residents about how they can help save Florida's precious water resources; and

WHEREAS, Flagler County has always encouraged and supported water conservation through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and resident can help by saving water and thus promote a healthy economy and community; and

WHEREAS, efficient irrigation design, programming, and maintenance can conserve water, (your name) will encourage citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements;

NOW, THEREFORE, THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS do hereby proclaim the month of **April 2025** as **"Water Conservation Month**" in Flagler County and calls upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 27th year of Water Conservation Month, we encourage all citizens to have special focus on irrigation system evaluations.

Adopted this 21st day of April, 2025.

ATTEST:

FLAGLER COUNTY BOARD
OF COMMISSIONERS

_____
Tom Bexley, Clerk of the
Circuit Court and Comptroller

_____
Andrew S. Dance
Chair

A PROCLAMATION OF
THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
DESIGNATING APRIL 26, 2025, AS
"CELEBRATE TRAILS DAY" IN FLAGLER COUNTY

WHEREAS, "Celebrate Trails Day" is an annual event that takes place on the fourth Saturday of April, organized by the Rails to Trails Conservancy (RTC). This initiative aims to inspire individuals throughout the United States to venture outdoors and appreciate their local trails, highlighting the beneficial effects of trail systems on both communities and the environment; and

WHEREAS, The Rails to Trails Conservancy, recognized as the largest advocacy group in the country for trails, walking, and cycling, serves as the national organizer for Celebrate Trails Day. This event brings together over 20,000 participants in more than 240 celebrations across all 50 states and Washington D.C.; and

WHEREAS, Celebrate Trails Day presents a chance to highlight the diverse ways in which trails and interconnected networks enhance people's lives. They offer physical and mental health benefits while encouraging community involvement and opportunities for stewardship; and

WHEREAS, The Flagler County Tourism Development Office has joined forces with the City of Palm Coast to organize events for Celebrate Trails Day. This celebration will include guided walks, educational sessions on trail conservation efforts, and opportunities to explore the diverse flora and fauna of the area; and

WHEREAS, The 2025 Flagler County Board of Commissioners Strategic Plan emphasizes the need for expanding and enhancing opportunities for cultural, leisure, and recreational activities; and

WHEREAS, the Tourism Development Office of Flagler County seeks to increase exposure of Eco-Tourism magnets through the expansion, improvement and programing of natural attractions and outdoor activities that showcase the unique biodiversity and landscapes of the region. By focusing on sustainable tourism practices, the office aims to highlight the area's rich ecosystems, from lush wetlands to pristine beaches, offering visitors an immersive experience in nature; and

WHEREAS, Flagler County boasts over 18 trails that span 250 miles, catering to various forms of non-motorized transportation, including walking, biking, rollerblading, and cycling. Many of the trails are interconnected, allowing for extended adventures on a diverse range of trails within the community.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim April 26, 2025, as **"Celebrate Trails Day"** in Flagler County and urge all citizens to recognize and participate in the significant contributions that Tourism brings to Flagler County each year.

Adopted this 21st day of April 2025.

Attest:

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Flagler County Board of County Commissioners

Andrew S. Dance
Chair

A PROCLAMATION OF
THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING APRIL 2025 AS
"LANDSCAPE ARCHITECTURE MONTH" IN FLAGLER COUNTY, FLORIDA

WHEREAS, landscape architecture is a multifaceted profession that encompasses the analysis, design, planning, management, and stewardship of the natural and built environment, designing and creating community masterplans, walkable neighborhoods, multimodal transportation networks, green stormwater systems, and accessible spaces such as public plazas, parks, schools, residential common areas, playgrounds, and trails that lead to active lifestyles and healthy communities; and

WHEREAS, landscape architects, as licensed professionals, have a responsibility to protect public health, safety, and welfare through the thoughtful design, analysis, management, and stewardship of the natural and built environments in Flagler County, contributing to the overall well-being of its residents; and

WHEREAS, landscape architects are STEM professionals, leveraging science, technology, engineering, and mathematics knowledge to address the most pressing challenges facing its communities, fostering innovation, research, and leadership in the field; and

WHEREAS, landscape architects, as licensed professionals, have played an integral role in shaping the economic, social, and cultural fabric of Flagler County, contributing to the creation of vibrant and livable communities that enhance the quality of life for all residents; and

WHEREAS Flagler County recognizes the vital role of licensed landscape architects in shaping healthy, equitable, safe, and resilient public and private outdoor spaces, contributing to the overall well-being of its citizens; and

WHEREAS, Flagler County celebrates the economic benefits derived from licensed landscape architects, acknowledging their role in creating inviting and safe spaces that contribute to the state's economy, while simultaneously preserving the environment and ecological systems.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim **April 2025** as "**Landscape Architecture Month**", in Flagler County and do hereby recognize the enduring contributions of Landscape Architects to the well-being and prosperity of Flagler County.

Adopted this 21st day of April, 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 APRIL 20-26, 2025 AS
"VOLUNTEER WEEK FOR MEALS ON WHEELS" IN FLAGLER COUNTY

WHEREAS, National Volunteer Week is an opportunity to recognize, honor and celebrate the countless individuals who selflessly invest in the lives of others; and

WHEREAS, Meals on Wheels of Flagler County, Florida delivers meals weekly to those who are homebound and unable to prepare food for themselves; and

WHEREAS, volunteer drivers for Meals On Wheels of Flagler County are the integral support to the program delivering nutritious meals, caring concern and attention to the welfare of seniors in our community, enhancing overall quality of life; and

WHEREAS, volunteering one's time, talents and resources strengthens communities, improves social problems and enhances the quality of life of others. It is essential for our senior community that the tradition of volunteering, giving and sharing will persevere in Flagler County; and

WHEREAS, each year a special week is designated in our nation for the dual purpose of recognizing those who give of themselves tirelessly and selflessly while serving others and of encouraging all citizens to become involved in volunteer work; and it is fitting at this time that we say "thank you" to all individuals, groups, and businesses who have given time, energy, and resources to their communities through volunteering.

WHEREAS, the Meals On Wheels Association of America established the National March For Meals Campaign to recognize the historic week, the importance of Older Americans Act Senior Nutrition Programs and raise awareness about senior hunger in America; and

WHEREAS, Flagler County wishes to call upon the citizens of Flagler County to volunteer for service and/or make a donation to support the local Meals on Wheels effort.

WHEREAS, older persons are diverse, respected citizens who continue to contribute to our nation's social and economic well-being as they live longer, healthier, and more productive lives, many even starting second careers; and

WHEREAS, as America grows older, each community must strive to understand and address the evolving challenges and the needs of our older citizens and for the people who care for them; and

WHEREAS, the opportunities and challenges that lie ahead require us to think differently about health and long-term care, and work together to ensure that older Americans can age strong, long and with dignity.

NOW THEREFORE, THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS do hereby proclaim April 20-26, 2025 as "**Volunteer Week for Meals on Wheels**" in Flagler County and call upon residents of Flagler County to join **Flagler County Senior Services** in observing the week with appropriate activities, programs and ceremonies, promoting the spirit of volunteerism in our community.

Adopted this 21st day of April, 2025

ATTEST:

FLAGLER COUNTY BOARD OF COMMISSIONERS

_____
Tom Bexley, Clerk and Circuit Court and Comptroller

_____
Andrew S. Dance
Chair

A PROCLAMATION OF
THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING APRIL 2025 AS
"VOLUNTEER MONTH" IN FLAGLER COUNTY

WHEREAS, April is National Volunteer Month, established as the official time to recognize and celebrate the efforts of volunteers nationwide; and

WHEREAS, volunteerism strengthens communities, improves social problems, and enhances the overall quality of life for all citizens, including children, seniors, those who are disabled, the impoverished, the imprisoned, the homeless, the physically or mentally ill, or those otherwise in need of assistance; and

WHEREAS, volunteering changes the lives of volunteers in a positive way, increasing self-confidence, self-esteem and physical wellbeing; offering the chance to meet new friends and associates; and providing opportunities to learn new skills and abilities; and

WHEREAS, volunteerism is proven to have a positive influence on businesses that are socially responsible, increasing employee morale; loyalty and teamwork; and building goodwill toward the company; and

WHEREAS, nonprofits, charities, community, faith-based groups and national service partnerships in Flagler County have joined together with state and local governments in celebration and praise of volunteers who have given tirelessly and selflessly to the service of others; and

WHEREAS, volunteers supporting many of Flagler County's departments save our taxpayers hundreds of thousands of dollars a year;

NOW THEREFORE, THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS do hereby proclaim **April 2025** as "**Volunteer Month**" in Flagler County and call upon residents of Flagler County to join us and **Flagler County Volunteer Services** in observing the month with appropriate activities, programs, and ceremonies, promoting the spirit of volunteerism in our community.

Adopted this 21st day of April, 2025.

Attest:

Flagler County Board of
County Commissioners

_____
Tom Bexley, Clerk of the
Circuit Court and Comptroller

_____
Andrew S. Dance
Chair



Flagler County Public Library 2024/2025

"THE LIBRARY DRAWS US TOGETHER AS A COMMUNITY"



Flagler County Public Library Board of Trustees

Flagler County Public Library provides more than 30 different products and services to all residents.

The Library acts as the heart of the community with more than 60,000 registered borrowers.

FLAGLER COUNTY CODE 03-20 / Sec. 25-2.

Board of trustees:

The library board of trustees consists of (7) citizens appointed by the board of county commissioners.

The library board of trustees shall establish policies regarding the delivery of public library services.

The Current Library Board of Trustees:

James Ulsamer / Sharon Atack / Jan Cullinane / Jeanne Nix / Nancy Bettencourt/ Donald O'Brien / Vacant



LIBRARY HAS BEEN VERY BUSY THIS YEAR

- **12%** increase in circulation.
- Library visits increasing- great interest in creative and innovative programs, including computer literacy classes, reading clubs, cooking classes and trivia contests.
- All programs sponsored by the Friends of the Library.



2024 Library Service Statistics

- Circulated more than **547,627** collection items including E-books.
- Provided service to more than **240,000** persons who visited the library.
- Presented **694** youth and adult programs attended by over **25,147** children, teens and adults (40% increase).
- Answered almost **27,000** reference and informational questions asked by citizens and visitors.
- Provided more than **51,000** public Internet workstation and wireless sessions to citizens and visitors.
- Posted more than **800** social media posts and had more than **396,0000** views.
- Supported **85,000** uses of various informational databases accessed through the Library Web page.
- Volunteers contributed more than **7,800** service hours, enabling staff to provide improved services to the public and saved the County more than $248,000 in personnel expenses.
- Processed more than **3,500 passports** and took over **4,700 photos** for a total revenue of **$170,307**

State Recommended Minimum Standards

	Pre 2015 Minimum Needed	Post 2015 Minimum Needed	Current
Hours of Service	40 Hours	40 Hours	52 Hours
Funding Per Capita (avg.)	$26.11	N/A	$14.18
# of Staff (FTE)	40	81	18.5
Materials	221,020	272,000	190,000
Space/Facility Size	66,000	81,000	31,152
Computers	36	136	39

What is your return on investment?



1. There are almost 60,000 registered borrowers.
   Almost 50% of the population uses the library.

2. Circulation including e-books is more than 547,000/year.
   If it cost $8.00/paperback, then the savings to the community is 547,000 x $8.00 = $4,376,000. However,…Our library system software tracks the cost of each item checked out and totals this cost to show what a resident would pay to purchase instead of borrowing from the library. Residents of Flagler County saved more than $15.3 million last year simply by borrowing items from the library (not including e-books).

2024 Programs – Youth Services

- Take-Home Craft Kits
- Infant/Baby Storytime Classes
- Toddler Storytime Classes
- Pre-School Storytime Classes
- Stitches & Crafts
- Senior Graduation Photos
- Family Movie Nights
- Monthly Boy's Book Club
- Monthly Girl's Book Club
- Monthly Teen Book Club
- Monthly Anime Club
- Monthly Dungeons & Dragons Gaming
- Monthly Youth Sleuths
- Monthly Yum Club for Teens
- Weekly Chess Club
- Weekly Paws to Read
- Weekly Board Game Bonanza
- Bi-Weekly Tween Cards & Controllers
- Bi-Weekly Pixels & Perlers
- Teen Volunteers Club/Teen Advisory Board
- STEAM Saturdays, every Saturday.
- Lego Builder Labs
- Puzzlepalooza
- Kindness Rock Painting
- Smores & Scary Stories with a Goosebumps Movie
- Partnership with City of Palm Coast Parks & Recreation to Implement a "story walk" at Linear Park
- Summer Reading Program Events every Tuesday in June-July
- Summer Reading Kickoff Bubble Party with Mr. Richard
- Teen Summer Creative Club
- Design your Bookmark Program
- Teen Summer Reading Bingo Challenge
- Cupcake and Cookies Decorating Competition for Tweens
- Campfires and Card Games
- Pizza and Pajamas Movie Night for Tweens
- Nintendo Mariokart Tournaments
- Nintendo Smash Brothers Tournament
- Teen Tye Dye
- February Palestine's Day Party
- STEAM Saturday with the Mosquito Control District
- October Teen Halloween Party
- October Halloween Hoopla

2024 Programs – Adult /All Ages Services

- Monthly Adult Craft Classes
- Monthly Adult Book Club
- Bi-Weekly Yoga Classes
- Bi-Weekly Creative Writing Classes
- One-on-One Technology Help
- Tech Class Smart Phone Photography
- Tech Class Using Smart Phones for Directions
- Quarterly Internet Safety Classes
- Monthly Adult Trivia
- Monthly Cooking with Chef Chris
- Monthly Master Gardener Plant Clinics
- Bi-Monthly Movie Matinees
- January Glass Blowing Demonstration
- January Purification 101 Guide to Natural Living
- January Community Baby Shower
- January Face to Face Memory Project
- February Black History Month Documentary Series
- February Morning with the Lincolnville Museum
- February Valentines Day Concert with Shannon Rae
- March Women's History Month with Kim Medley
- March Annual Flagler Reads Together Program "The Little Liar" by Mitch Albom
- March FRT An Afternoon with the Rabbi
- March FRT Book Club Discussion
- April Healthy Home Guide to Natural Living Presentation
- April Beginning Poetry Class
- April Book Fest 2024
- April Poetry Month Classes
- April Fort Mose Presentation and Musket Firing Demonstration
- May Holocaust Memorial Survivor Stories
- May Art in the Holocaust travelling art exhibit
- May Book to Movie "Zookeepers Wife"
- June Kitten Yoga
- August Senior Citizen Day Concert
- September Constitution Day Program
- October Great Pumpkin Decorating Contest
- November Annual Veterans Fair
- November White Table Ceremony performed by Embry Riddle ROTC
- December Annual "Festival of Trees" program with Entertainment and visit from Santa and Mrs. Claus

2024 Programs – Outreach Events

- January 25 - Rymfire Elementary School
- February 24 & 25 - Princess Place Pow-Wow
- March 5 - Read Across America Week Wadsworth Elementary School
- March 7 - Read Across America Town Center Lake
- March 9 - Storybook Village Palm Coast Community Center
- April 14 - VFW Children's Day
- April 25 - Bring a Kid to Work Day
- Fall/Winter - Various Storytimes at Hidden Trails Community Center, Haw Creek Community Center, and Bunnell Carver Center
- Halloween Storytime Haw Creek Community Center
















Sunshine Academy






EXIT
GIGI AND FRIENDS


DADICIAN


JAMES PATTERSON
River






LUKE COMBS


ALLEN RALEIGH
NAILED
NAILED


PHOTOCOPIERS
CHILDREN'S SERVICES
FlaglerCares


EXIT









LIBRARY AS A COMMUNITY CENTER FOR THE COUNTY

- Meeting rooms serve as gathering space for above noted activities.
- Main meeting room used by AARP and the United Way to provide free tax returns for low-income citizens.
- Main library is the most heavily used early voting location. During the 2024 election and the special election in 2025 more than 27,000 voters used the library. Of that number 19,495 were early voters.





Services

- Food for Thought - Started in February 2023
- Passport Service - (Started 2008 with more than $1.6 Million in revenue. Received a regional and national award for innovation.
- Interlibrary Loans.
- Online Resources – Udemy, Brainfuse, Gale Legal Forms, America’s News
- E-Resources – Overdrive, Cloud Library, Hoopla, Press Reader
- Pillar Booth - What is a pillar booth? It is a single person study pod. Our customers will now have a private area for zoom meetings, telehealth appointments, online classes, virtual tutoring and much more.
- Voting - In 24/25 more than 27,000 people voted at the library
- Tax Preparation – VITA and AARP
- Graduation Photos







Presenting Pillar Booth! What is a pillar booth? It is a single person study pod. Our customers will now have a private area for zoom meetings, telehealth appointments, online classes, virtual tutoring and much more. The booth has power outlets and USB charging ports inside, and it is well insulated for sound. Look we have our first customer!

The Pillar Booth was paid for with a grant from the Northeast Florida Library Information Network (NEFLIN). We purchased a second one a year later paid for by the Friends of the Library.

Graduates 2024














Online Learning & E-Resources



BOOK CLUB

Udemy

GALE
A Cengage Company

cloudLibrary™
by bibliotheca



brainfuse

hoopla

brainfuse
Live Online Homework Help

LexisNexis®

OverDrive
libby



CHILTON® LIBRARY

pressreader™



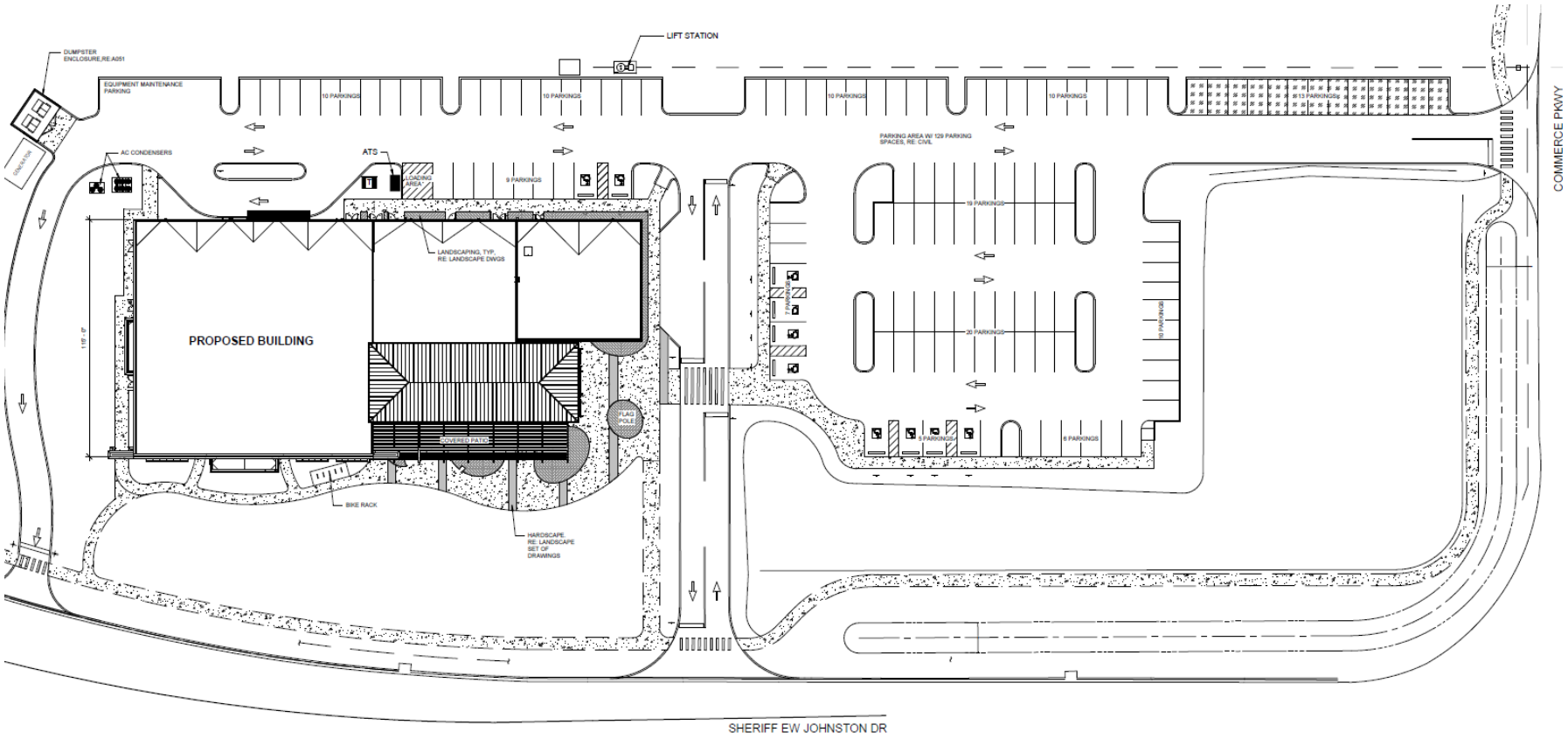
EAST ELEVATION

IMPORTANCE OF LIBRARY/HEALTH AND HUMAN SERVICES LOCATION

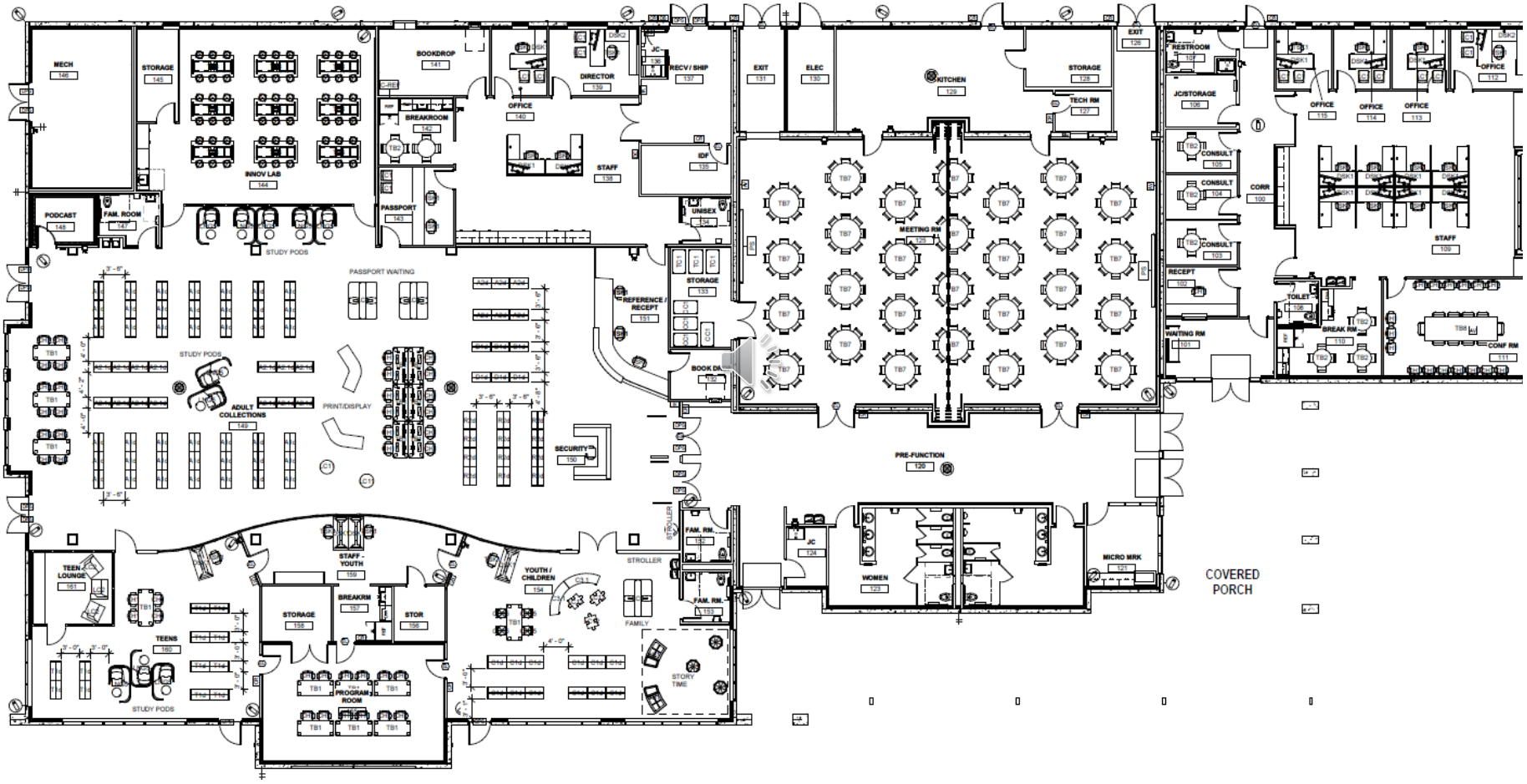
- County has grown in population from 49K in 2001 (when library opened) to more than 130K today.
- Addresses issue of underserved population in that area of the County.
- Location on Rte. 100 to Rte. 1 connector will be a draw for future development.
- It will help to make Bunnell a destination.

Nexus Center Funding Model		
Broadband Grant	$	4,000,000.00
Florida Library Construction Grant	$	500,000.00
SB4 (Code Plus) Grant	$	775,127.00
Library Impact Fees	$	750,000.00
Passport Revenue	$	800,000.00
Additional Lib Impact Fees	$	484,972.00
Additional Passport Rev	$	87,140.00
Total (library sources for funding)	**$**	**7,397,239.00**
Estimated total construction cost	**$**	**16,587,447.00**
Local source of funding (GF)	**$**	**9,190.21**

Site Plan – At 60% Design

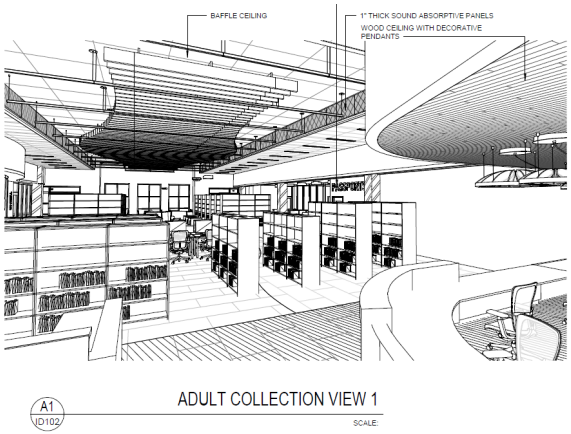


Floor Plan – At 60% Design



Library Details

- Youth/Children Collections with Story Time Area
- Teen Collections with Teen Technology Room
- Shared Program Room between Youth/Children
  and Teen
- Adult Collections
- Public Computer Stations (12)
- Recording and Podcast Room
- Innovation Lab and Multi-Function Room
- Family Restrooms (2)



FLAGLER COUNTY
FLORIDA

Community Room & HHS Details

- Large Meeting Room (250 – 325-person occupancy) with Divider Wall
- Commercial Grade Catering Kitchen
- Pre-Function Lobby Space with Micro-Market
- Public Restrooms and Family Restroom
- Wraparound Covered Portico
- Health and Human Services Professional Office Space with Private Entrance
    - Lobby & Reception Area
    - Private Offices (4) and Open Workspace (10 Cubicles)
    - Consultation Rooms (3) Conference Room, and a Storage Room
    - Staff Breakroom and Restrooms (2)



CONFERENCE ROOM

FLAGLER COUNTY
FLORIDA



December 10, 2024







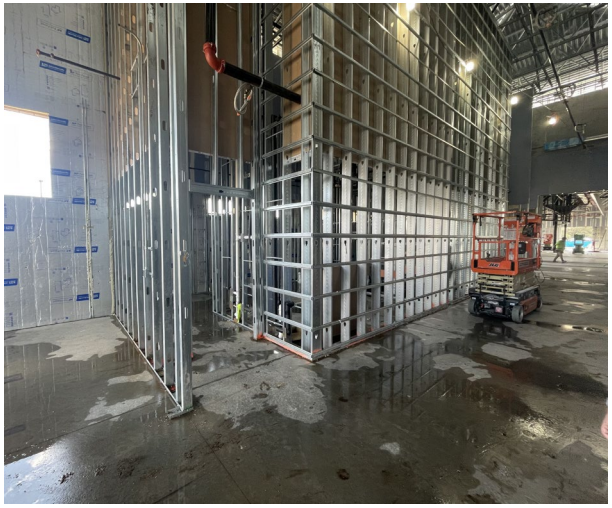


















CHALLENGES

- Funding
- Population Growth
- Homelessness
- Space Constraints
- Technology
- Staffing

Join the Friends of the Library...





SUMMARY:

Library continues to be a responsible citizen of the County.

Organically generated passport revenues and aggressive pursuit of grant opportunities helps library defray capital costs.

Extensive offerings of programs, activities and educational opportunities.

Services reduce citizens day to day costs. Our library system software tracks the cost of each item checked out and totals this cost to show what a resident would pay to purchase instead of borrowing from the library. Residents of Flagler County saved more than $15.3 million last year simply by borrowing items from the library (not including e-books).

The cultural center of the County and attraction for people who want to live here.

Be proud of your support of the Flagler County Library.

www.flaglerlibrary.org

https://www.facebook.com/flaglercountypubliclibrary

386-446-6763



Flagler County Public Library

More than just books!

DVDs
Books on CD
E-books
Internet/Email
Passports/Photos
Register to Vote/Voting
Tax Forms/Preparation
Entertainment
Movie Matinees
Workshops
Story Class
Baby Class
Computer Classes
Summer Reading Series
Lecture Series
Cooking Demonstrations
Community Meeting Room
Online Resources

So, what is the real cost for library services in Flagler County?

Priceless!

Flagle Library

The Your



Monthly You Saved Totals Report

September

Monthly Totals		
Bunnell Branch	Total:	$41572.25
	Adults:	$38261.77
	Minors:	$3310.48
Palm Coast Branch	Total:	$599240.74
	Adults:	$541514.26
	Minors:	$57726.48
Annual Totals		
Bunnell Branch	Total:	$1030639.65
	Adults:	$970909.53
	Minors:	$59730.12
Palm Coast Branch	Total:	$14282709.77
	Adults:	$12721414.01
	Minors:	$1561295.76
System Totals		
Library System	Monthly Total:	$640812.99
	Annual Total:	$15313349.42
	Overall Total:	$45898845.60

REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of January , 2025
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

			Check #
Board of County Commissioners			
Automation (Gen)		5,950.20	84390
Drivers Ed Trust Fund (Gen)		2,923.85	84390
Law Enforcement Education (Gen)		378.48	84390
Surcharge for Animal Control		-	0
Pioneer Credit Recovery		-	0
Court Facilities		18,322.33	84388
Alcohol & Drug Abuse		583.38	84387
Legal Aid		1,677.23	84392
Law Library		1,666.84	84391
Court Innovations		-	84378
Juvenile Diversion		1,669.62	84381
Criminal Prevention		2,584.66	84380
Domestic Violence Trust Fund		1,193.18	84389
Teen Court		2,021.54	84382
Clerk of Court:			
Court General Fund		189,248.97	
Flagler County Sheriffs Office		2,772.46	84393
FL Dept of Economic Opportunity		60.00	0
FL Dept of Labor and Employment Security		-	84386
City of Bunnell		3,091.39	84383
City of Flagler Beach		3,253.70	84384
City of Palm Coast		7,305.63	84385
Filing Fees & Court Costs		58,572.26	EFT*
Indigent Criminal Defense TF	2,438.24		
Child Welfare Training TF	171.08		
Displaced Homemaker TF			
Domestic Violence TF	1,907.61		
State General Revenue Fund	10,470.00		
State Courts Revenue TF	33,799.95		
Court Education TF	1,502.26		
Dept of Financial Svcs Admin TF	806.06		
Clerks of the Court TF	-		
Ch 2008-111, Laws of FL	7,477.06		
DOR - Child Support Fees		379.24	EFT*
Non IV-D, SDU Cases	379.24		

REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of January , 2025
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

Motor Vehicles & Vessels		30,707.01	EFT*
Emergency Medical Services TF	3,571.39		
CRIMES COMPENSATION TF	201.42		
Dept of Health EMS TF			
State Courts Revenue TF	5,383.13		
Child Welfare Training TF	572.98		
HSMV Motor Vehicle License TF	3,896.50		
State General Revenue Fund	8,538.16		
DOH Administrative TF	-		
Brain and Spinal Cord Injury TF	2,271.74		
State Agency Law Enf Radio System TF	1,394.04		
State Attorneys Revenue TF	1,934.74		
Public Defenders Revenue TF	970.23		
Juvenile Welfare Training TF	573.41		
Additional Court Cost Clearing TF	546.76		
Epilepsy Services TF	40.00		
Nongame Wildlife TF	722.51		
Marine Resources Conservation TF	90.00		
Red Light Camera		-	EFT*
State General Revenue Fund	-		
Dept of Health Administrative TF	-		
Brain and Spinal Cord Injury TF	-		
Natural Resources & Conservation		-	
State Game TF	-		
Vital Statistics, Public Health, Tobacco		711.85	EFT*
Department of Health	204.96		
Solid Waste Mgmt TF	126.89		
Department of Education	380.00		
Crimes & Crimial Procedures		-	EFT*
State General Revenue Fund	-		
Crimes Compensation TF	-		
Additional Court Costs		20,669.63	EFT*
Crimes Compensation TF	9,653.31		
Emergency Medical Services TF	203.62		
FDLE Operating TF	407.21		
Brain and Spinal Cord Injury TF	488.68		
Domestic Violence TF	780.24		
Rape Crisis Program TF	1,642.58		
DCF Grants & Donations TF	152.07		
Dept of Bus & Prof Regulations	-		
Dept of Financial Services	-		
Fish & Wildlife Operating TF	-		
HSMV Motor Vehicle License TF	417.79		
FDLE Investigative Support TF	-		
Off of Statewide Prosecutor	-		
DOT State Transportation TF	-		
State Attorneys Revenue TF	6,924.13		

REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of February , 2025
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

			Check #
Board of County Commissioners			
Automation (Gen)		5,504.25	84617
Drivers Ed Trust Fund (Gen)		2,693.50	84617
Law Enforcement Education (Gen)		370.02	84617
Surcharge for Animal Control		5.00	84620
Pioneer Credit Recovery		-	0
Court Facilities		16,794.02	84615
Alcohol & Drug Abuse		1,032.47	84614
Legal Aid		1,822.35	84619
Law Library		1,814.23	84618
Court Innovations		1,821.16	84605
Juvenile Diversion		1,828.15	84608
Criminal Prevention		2,884.21	84607
Domestic Violence Trust Fund		1,624.52	84616
Teen Court		1,903.44	84609
Clerk of Court:			
Court General Fund		186,368.05	
Flagler County Sheriffs Office		3,524.94	84621
FL Dept of Economic Opportunity		160.00	0
FL Dept of Labor and Employment Security		-	84613
City of Bunnell		3,037.61	84610
City of Flagler Beach		1,354.00	84611
City of Palm Coast		6,176.78	84612
Filing Fees & Court Costs		49,186.31	EFT*
Indigent Criminal Defense TF	4,138.89		
Child Welfare Training TF	127.69		
Displaced Homemaker TF			
Domestic Violence TF	1,404.63		
State General Revenue Fund	3,675.00		
State Courts Revenue TF	29,965.92		
Court Education TF	1,341.79		
Dept of Financial Svcs Admin TF	847.06		
Clerks of the Court TF	-		
Ch 2008-111, Laws of FL	7,685.33		
DOR - Child Support Fees		365.54	EFT*
Non IV-D, SDU Cases	365.54		

REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of February , 2025
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

Motor Vehicles & Vessels		28,254.25	EFT*
Emergency Medical Services TF	3,312.60		
CRIMES COMPENSATION TF	189.00		
Dept of Health EMS TF			
State Courts Revenue TF	4,884.52		
Child Welfare Training TF	538.30		
HSMV Motor Vehicle License TF	3,697.50		
State General Revenue Fund	7,676.43		
DOH Administrative TF	-		
Brain and Spinal Cord Injury TF	2,056.42		
State Agency Law Enf Radio System TF	1,341.08		
State Attorneys Revenue TF	1,815.81		
Public Defenders Revenue TF	910.67		
Juvenile Welfare Training TF	537.98		
Additional Court Cost Clearing TF	490.05		
Epilepsy Services TF	20.00		
Nongame Wildlife TF	606.89		
Marine Resources Conservation TF	177.00		
Red Light Camera		-	EFT*
State General Revenue Fund	-		
Dept of Health Administrative TF	-		
Brain and Spinal Cord Injury TF	-		
Natural Resources & Conservation		-	
State Game TF	-		
Vital Statistics, Public Health, Tobacco		352.97	EFT*
Department of Health	152.97		
Solid Waste Mgmt TF	-		
Department of Education	200.00		
Crimes & Crimial Procedures		-	EFT*
State General Revenue Fund	-		
Crimes Compensation TF	-		
Additional Court Costs		26,106.71	EFT*
Crimes Compensation TF	11,447.02		
Emergency Medical Services TF	238.12		
FDLE Operating TF	472.75		
Brain and Spinal Cord Injury TF	571.55		
Domestic Violence TF	968.23		
Rape Crisis Program TF	2,208.26		
DCF Grants & Donations TF	676.03		
Dept of Bus & Prof Regulations	-		
Dept of Financial Services	-		
Fish & Wildlife Operating TF	-		
HSMV Motor Vehicle License TF	922.15		
FDLE Investigative Support TF	49.50		
Off of Statewide Prosecutor	-		
DOT State Transportation TF	-		
State Attorneys Revenue TF	8,553.10		

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

Invoices Processed for period 03/22/25 to 03/28/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/21/25	2577	NATIONWIDE RETIREMENT SOLUTIONS INC	03212025	$11,526.64	Payroll Run 1 - Warrant 250321
			Check Total	$11,526.64	
03/21/25	2578	EXPERT PAY - CHILD SUPPORT WIRE	03212025	$970.28	Payroll Run 1 - Warrant 250321
			Check Total	$970.28	
03/21/25	2579	P&A ADMINISTRATIVE SERVICES, INC	03.20.2025	$42.64	P&A Flexible Spending 03.19.2025
			Check Total	$42.64	
03/24/25	2582	P&A ADMINISTRATIVE SERVICES, INC	03.22.2025	$43.11	P&A Flexible Spending 03.21.2025
			Check Total	$43.11	
03/24/25	2583	P&A ADMINISTRATIVE SERVICES, INC	03.23.2025	$39.79	P&A Flexible Spending 03.22.2025
			Check Total	$39.79	
03/24/25	2584	FLAGLER CO TAX COLLECTOR	PRPL TDT AMEND 10/24	$23.20	PRINCESS PLACE AMEND OCT24
			Check Total	$23.20	
03/24/25	2585	OPTUMRX PBM OF ILLINOIS, INC	INV1567320	$85,104.92	INV1567320 Flagler 03.15.2025 - 03.15.2025
			Check Total	$85,104.92	
03/24/25	2586	OPTUMRX PBM OF ILLINOIS, INC	INV1569089	$4,908.00	INV1569089 Flagler 03.01.2025 - 03.15.2025
			Check Total	$4,908.00	
03/25/25	2587	P&A ADMINISTRATIVE SERVICES, INC	944790_03.21.2025	$1,500.00	P&A Flexible Spending 03.21.2025
			Check Total	$1,500.00	
03/25/25	2588	P&A ADMINISTRATIVE SERVICES, INC	03.24.2025	$218.74	P&A Flexible Spending 03.22.2025 - 03.23.2025
			Check Total	$218.74	
03/26/25	2589	EXPRESS TAX - TTL WIRE	032825	$136,078.06	Payroll Run 1 - Warrant 250328
			Check Total	$136,078.06	
03/26/25	2590	P&A ADMINISTRATIVE SERVICES, INC	03.25.2025	$954.70	P&A Flexible Spending 03.24.2025
			Check Total	$954.70	
03/27/25	2591	BLUE CROSS BLUE SHIELD OF FLORIDA	1000076348	$422,788.94	February 2025 Medical & Dental Claims
			Check Total	$422,788.94	
03/27/25	2592	P&A ADMINISTRATIVE SERVICES, INC	03.26.2025	$606.32	P&A Flexible Spending 03.24.2025 - 03.25.2025
			Check Total	$606.32	
03/25/25	214088	4C'S TRUCKING & EXCAVATION, INC	FCRB 2502	$1,291.68	DUMPING OF DIRTY CONCRETE SLABS
			Check Total	$1,291.68	
03/25/25	214089	ACCESS WIRELESS DATA SOLUTIONS LLC	INV-51000	$2,269.45	Cradlepoints for Fire Rescue
03/25/25	214089	ACCESS WIRELESS DATA SOLUTIONS LLC	INV-51012	$1,775.73	Cradlepoints for Fire Rescue
			Check Total	$4,045.18	
03/25/25	214090	THE GILL RALPH INC.	1009	$31,128.80	HR DEPARTMENT REPLACEMENT FURNITURE

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/22/25 to 03/28/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	$31,128.80	
03/25/25	214091	AIRBUS HELICOPTERS, INC.	261466120	$1,780.10	HELICOPTER SUPPORT BY THE HOUR
			Check Total	$1,780.10	
03/25/25	214092	AIRESPRING, INC	195018378	$663.11	MONTHLY INTERNET CHARGES - STATE'S ATTORNEY
			Check Total	$663.11	
03/25/25	214093	AIRGAS USA LLC	9157971331	$457.96	OXYGEN FOR AMBULANCES
03/25/25	214093	AIRGAS USA LLC	9158189561	$345.62	OXYGEN FOR AMBULANCES
03/25/25	214093	AIRGAS USA LLC	9158403195	$308.05	OXYGEN FOR AMBULANCES
03/25/25	214093	AIRGAS USA LLC	9158612844	$463.86	OXYGEN FOR AMBULANCES
			Check Total	$1,575.49	
03/25/25	214094	AMERIFLEX	INV819045	$300.60	February 2025 COBRA Admin Fees
03/25/25	214094	AMERIFLEX	INV848752	$300.60	March 2025 COBRA Admin Fees
			Check Total	$601.20	
03/25/25	214095	AT&T MOBILITY II LLC	287320351626 0325	$329.22	Firstnet 0325 Code Enf
			Check Total	$329.22	
03/25/25	214096	ATLANTIC SURF CONSTRUCTION AND HOME INSPECTION INC	1276	$36,588.25	SHIP / HSSRV OWNER OCCUPIED REHAB 68 RYLAND
			Check Total	$36,588.25	
03/25/25	214097	BAKER & TAYLOR, INC	5019385039	$46.16	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
03/25/25	214097	BAKER & TAYLOR, INC	5019385040	$328.39	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
03/25/25	214097	BAKER & TAYLOR, INC	5019385041	$60.71	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
03/25/25	214097	BAKER & TAYLOR, INC	5019387878	$257.88	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
03/25/25	214097	BAKER & TAYLOR, INC	5019387879	$21.73	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
03/25/25	214097	BAKER & TAYLOR, INC	5019401255	$265.96	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
03/25/25	214097	BAKER & TAYLOR, INC	5019401256	$78.70	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
03/25/25	214097	BAKER & TAYLOR, INC	5019407616	$143.34	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
03/25/25	214097	BAKER & TAYLOR, INC	5019407617	$33.62	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
			Check Total	$1,236.49	
03/25/25	214098	BLUETRITON BRANDS INC	05C6709631937	$25.75	WATER DELIVERY SERVICES FINANCE 02.13.25-03.12.25
03/25/25	214098	BLUETRITON BRANDS INC	05C6709631953	$41.44	WATER DELIVERY 1001 Justice Ln 0325

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/22/25 to 03/28/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/25/25	214098	BLUETRITON BRANDS INC	05C6709631964	$24.97	PARKS - WATER DEL & SERVICE - 02/13/25-03/12/25
			Check Total	$92.16	
03/25/25	214099	BOULEVARD TIRE CENTER	27-112503	$65.00	TIRE SERVICE AND REPAIR - 9398
03/25/25	214099	BOULEVARD TIRE CENTER	27-112617	$296.26	TIRE SERVICE AND REPAIR - 10761
			Check Total	$361.26	
03/25/25	214100	BOUND TREE MEDICAL LLC	85600723	$3,300.00	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85600724	$3,023.06	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85602462	$1,713.87	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85604246	$5,857.57	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85605624	$967.50	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85607668	$1,079.02	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85607669	$2,800.24	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85614515	$209.58	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85681944	$53.00	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85685714	$5,512.78	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85690826	$99.59	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85696395	$2,713.25	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85697855	$606.70	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85701324	$294.32	EMS MEDICAL SUPPLIES & REPLATE
03/25/25	214100	BOUND TREE MEDICAL LLC	85701325	$2,917.34	EMS MEDICAL SUPPLIES & REPLATE
			Check Total	$31,147.82	
03/25/25	214101	BUNNELL PHARMACY, INC	RO MO12988	$29.85	IHC - [redacted] RO MO12988
03/25/25	214101	BUNNELL PHARMACY, INC	RO MO13042	$16.10	IHC - [redacted] RO MO13042
			Check Total	$45.95	
03/25/25	214102	CALL ONE, INC.	2285712	$686.00	Dispatch Headset Replacements
			Check Total	$686.00	
03/25/25	214103	CANARX GROUP INC	INV49014	$3,410.90	INV49014 Flagler 03.01.2025 - 03.15.2025
			Check Total	$3,410.90	
03/25/25	214104	CARDIOVASCULAR CONSULTANTS ST AUGUSTINE PL	RO MO12854	$137.70	IHC - [redacted] RO MO12854
03/25/25	214104	CARDIOVASCULAR CONSULTANTS ST AUGUSTINE PL	RO MO12984	$187.87	IHC - [redacted] RO MO12984
03/25/25	214104	CARDIOVASCULAR CONSULTANTS ST AUGUSTINE PL	RO MO13014	$123.95	IHC - [redacted] RO MO13014
03/25/25	214104	CARDIOVASCULAR CONSULTANTS ST AUGUSTINE PL	RO MO13019	$137.70	IHC - [redacted] RO MO13019
			Check Total	$587.22	
03/25/25	214105	CDW GOVERNMENT LLC	AD24D3Q	$71.96	Replacement Power adapter for FR

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/22/25 to 03/28/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	$71.96	
03/25/25	214106	CINTAS CORPORATION NO. 2	0F61662024	$25.88	INV#0F61662024 - Hidden Trails CC - 1.16.25
			Check Total	$25.88	
03/25/25	214107	CINTAS CORPORATION	4224202603	$14.19	INV#4224202603 -UNIFORM RENT- SOLID WASTE- 3/17/25
03/25/25	214107	CINTAS CORPORATION	4224329121	$12.20	INV#4224329121-UNIFORM RENTAL-PURCHASING- 3/18/25
03/25/25	214107	CINTAS CORPORATION	4224329170	$41.42	INV#4224329170-UNIFORM RENTALS- FLEET- 3/18/25
03/25/25	214107	CINTAS CORPORATION	4224329859	$764.60	INV#4224329859-UNIFORM RENTALS-GS- 3/18/25
			Check Total	$832.41	
03/25/25	214108	CITY OF PALM COAST	21701041	$158.10	ADMIN/ADC WATER SRVC 01.24-02.25.2025
03/25/25	214108	CITY OF PALM COAST	21730982 0325	$1,963.84	2500 Palm Coast Pkwy NW 02.11.25 - 03.13.25
03/25/25	214108	CITY OF PALM COAST	REIMB WW #11 FINAL	$93,688.70	FINAL REIMBURSEMENT FOR WILLOW WOODS
03/25/25	214108	CITY OF PALM COAST	RO U003947	$300.00	PCW ASSIST [redacted] RO U003947 BILL#21707912
			Check Total	$96,110.64	
03/25/25	214109	COAST TITLE INSURANCE AGENCY INC	1121	$5,250.00	Title Search/Property Information Reports
03/25/25	214109	COAST TITLE INSURANCE AGENCY INC	1122	$4,500.00	Title Search/Property Information Reports
03/25/25	214109	COAST TITLE INSURANCE AGENCY INC	1123	$1,750.00	TITLE SEARCH/PROPERTY INFORMATION REPORTS
			Check Total	$11,500.00	
03/25/25	214110	CONTINENTAL AUTO/TRUCK SERVICE CNTR	CON-109425	$11,117.93	CONTINENTAL AUTO/TRUCK SVC CTR- VEH#8257 T-51
			Check Total	$11,117.93	
03/25/25	214111	CORA HEALTH SERVICES INC	RO MO13001	$106.95	IHC - [redacted] RO MO13001
			Check Total	$106.95	
03/25/25	214112	CRABTREE INK CORPORATION	7061	$1,198.00	EDO BROCHURE UPDATES AND PRINTING FY25
			Check Total	$1,198.00	
03/25/25	214113	CRAWFORD, MURPHY & TILLY, INC.	0239862	$43,440.00	CR 302/CANAL AVE 11/24
			Check Total	$43,440.00	
03/25/25	214114	CSI GEO INC	5118-37901-08	$27,725.67	Old Haw Creek Rd Paving - CEI 02/25
			Check Total	$27,725.67	
03/25/25	214115	ELIZABETH YOUNG	1-2024	$3,500.00	VAB - NOVEMBER 7, 2024-JANUARY 22, 2025 INV 1-2024
			Check Total	$3,500.00	
03/25/25	214116	ENVIRONMENTAL CONTROL SYSTEMS INC	30084	$1,750.00	PPP - SEPTIC PUMP OUT
03/25/25	214116	ENVIRONMENTAL CONTROL SYSTEMS INC	30089	$850.00	BC - SEPTIC REPAIR

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
03/25/25	214116	ENVIRONMENTAL CONTROL SYSTEMS INC	30110	$475.00	PARKS - PPP - SEPTIC PUMP OUT & CLEAN
			Check Total	$3,075.00	
03/25/25	214117	EVERYTHING2GO.COM LLC	EX365A19-INV	$9,402.00	Admin Replacement Furniture
			Check Total	$9,402.00	
03/25/25	214118	FEDERAL EXPRESS CORPORATION	8-789-91475	$23.52	SHIPPING LIFE SUPPORT INTERNATIONAL
			Check Total	$23.52	
03/25/25	214119	FIRST COAST TECHNICAL INSTITUTE INC	3017731	$1,858.50	TUITION - MERCURIO
03/25/25	214119	FIRST COAST TECHNICAL INSTITUTE INC	3017771	$2,052.50	TUITION - ROBBINS
03/25/25	214119	FIRST COAST TECHNICAL INSTITUTE INC	3017846	$1,858.50	TUITION - M ELLIS
			Check Total	$5,769.50	
03/25/25	214120	FLAGLER CO SUPERVISOR OF ELECTIONS	FY25 #7	$184,565.50	FY25 #7 - APRIL
			Check Total	$184,565.50	
03/25/25	214121	FLAGLER CO TAX COLLECTOR	FY25 COMMISS #6	$121,917.96	COMMISSION # 6 DUE
			Check Total	$121,917.96	
03/25/25	214122	FLAGLER CO TAX COLLECTOR	TRAILER #11157 TAG	$39.50	LICENSE TAG FOR UTILITY TRAILER #11157
			Check Total	$39.50	
03/25/25	214123	FLAGLER CO TAX COLLECTOR	TAG REQUEST - 11180	$117.55	LICENSE PLATE FOR NEW DUMP TRUCK - 11180
			Check Total	$117.55	
03/25/25	214125	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	031425	$18,899.21	Payroll Run 1 - Warrant 250314
			Check Total	$18,899.21	
03/25/25	214126	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	03212025	$18,618.55	Payroll Run 1 - Warrant 250321
			Check Total	$18,618.55	
03/25/25	214127	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	032125	$1,107.11	Payroll Run 1 - Warrant 250321
			Check Total	$1,107.11	
03/25/25	214128	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	0314.25	$2,518.99	Payroll Run 1 - Warrant 250314
			Check Total	$2,518.99	
03/25/25	214129	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	3212025	$2,518.99	Payroll Run 1 - Warrant 250321

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	$2,518.99	
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	01043-14372 0225	$1,173.38	WADSWORTH SOCCER LT -2200 E MOODY-2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	01366-80451 0225	$27.22	WADSWORTH SCOREBOARD-2200 E MOODY-2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	03688-49469 0225	$698.12	WADSWORTH SKATE PARK-2200 E MOODY-2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	05724-42036 0225	$55.77	WADSWORTH S SOCCER LT-2200 E MOODY-2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	15898-02519 0325	$785.54	150 SAWGRASS ROAD 02.04.2025 - 03.04.2025
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	17255-00381 02.25	$56.96	ST-LGT # I/O CR302 & S 02.05.2025-03.05.2025
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	22985-08843 0225	$76.32	WADSWORTH TENNIS CTS-2200 E MOODY-2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	22995-06879 0225	$62.62	WADSWORTH RACQUETBALL-2200 E MOODY-2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	26131-18278 0225	$978.98	WADSWORTH W SOCCER LT-2200 E MOODY-2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	44446-01472 0325	$261.25	HHS ADMIN, 1000 BELLE TERRE BLVD 02.12-03.12.2025
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	50781-74520 0225	$13.29	LANDFILL #OL - 1700 S OLD KINGS - 2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	53990-63535 0225	$436.53	2355 MATANZAS WOODS TOWER 2/14-3/14/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	72877-30472 0325	$495.72	ADC CENTER, 1000 BELLE TERR BLVD 02.12-03.12.2025
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	73612-47260 0225	$926.00	WADSWORTH SCR CONCESS-2200 E MOODY-2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	87546-48304 0225	$347.48	ESPANOLA CC - 3570 CR 205 - 1/3/25-3/4/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	88758-76271 0225	$77.34	VSB BLDG Electric Service
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	90600-43370 0225	$30.72	WADSWORTH #OL - 2200 E MOODY - 2/12/25-3/12/25
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	91498-48013 0225	$4,873.99	EOC BLDG Electric Service
03/25/25	214130	FLORIDA POWER & LIGHT COMPANY	98404-98217 0225	$214.81	PED BRIDGE - 6380 E HWY 100 - 2/12/25-3/12/25
			Check Total	$11,592.04	
03/25/25	214131	FLORIDA POWER & LIGHT COMPANY-ASSIS	79005-61148 0325	$301.12	SS EHEAP FPL ASSIST [redacted] 629 S 23RD
03/25/25	214131	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003946	$300.00	FPL ASSIST [redacted] RO U003946
03/25/25	214131	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003948	$119.67	FPL ASSIST [redacted] RO U003948
			Check Total	$720.79	
03/25/25	214132	FOUNDATION BUILDING MATERIALS, LLC	320011014-03	$5,894.40	NEXUS CENTER ODP - FBM 01/28/25

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/25/25	214132	FOUNDATION BUILDING MATERIALS, LLC	320011151-00	$721.16	NEXUS CENTER ODP - FBM 01/21/25
03/25/25	214132	FOUNDATION BUILDING MATERIALS, LLC	320011571-00	$2,348.40	NEXUS CENTER ODP - FBM 01/31/25
			Check Total	$8,963.96	
03/25/25	214133	GALLS, LLC	030088516	$25.82	PUBLIC SAFETY UNIFORMS, EQUIPM
03/25/25	214133	GALLS, LLC	030688840	$290.27	PUBLIC SAFETY UNIFORMS, EQUIPM
03/25/25	214133	GALLS, LLC	030689660	$149.50	PUBLIC SAFETY UNIFORMS, EQUIPM
03/25/25	214133	GALLS, LLC	030689854	$154.78	PUBLIC SAFETY UNIFORMS, EQUIPM
			Check Total	$620.37	
03/25/25	214134	HEALTHCARE SOLUTIONS SERVICES LLC	FEB2025 ADI, 3B, 3E	$20,355.50	FEB2025 - ADI, 3B, 3E HEALTHCARE SOLUTIONS
03/25/25	214134	HEALTHCARE SOLUTIONS SERVICES LLC	JAN2025 ADI, 3B, 3E	$23,386.00	FEB2025 - ADI, 3B, 3E HEALTHCARE SOLUTIONS
03/25/25	214134	HEALTHCARE SOLUTIONS SERVICES LLC	JAN2025 CCE	$9,691.00	JAN2025 - CCE HEALTHCARE SOLUTIONS
			Check Total	$53,432.50	
03/25/25	214135	PROFESSIONAL FUNERAL AND CREMATION SERVICES	RO B000371	$600.00	INDIGENT CREMATION [redacted] RO B000371
03/25/25	214135	PROFESSIONAL FUNERAL AND CREMATION SERVICES	RO BO00372	$600.00	INDIGENT CREMATION [redacted] RO BO00372
03/25/25	214135	PROFESSIONAL FUNERAL AND CREMATION SERVICES	RO BO00373	$600.00	INDIGENT CREMATION RO BO00373
			Check Total	$1,800.00	
03/25/25	214136	HOGAN GLASS CORPORATION	52343	$15,935.00	DOOR REPAIR-BAPTIST ACADEMY
03/25/25	214136	HOGAN GLASS CORPORATION	52477	$5,990.00	GLASS INSTALLATION-JUSTICE CENTER 1ST FL
			Check Total	$21,925.00	
03/25/25	214137	INDEPENDENT PRINTING	11138	$1,800.75	FOODIE GUIDE PRINTING
			Check Total	$1,800.75	
03/25/25	214138	JDI MARINELAND LLC	207642 0225	$42.76	R2S PRESERVE - 9805 NOSB - 02/2025
			Check Total	$42.76	
03/25/25	214139	JOSEPH POZZUOLI ARCHITECT PA	1-225107	$7,563.00	ARCHITECTURAL DESIGN - RIVER TO SEA RESTROOM
			Check Total	$7,563.00	
03/25/25	214140	LAKESIDE ENDOCRINE ASSOCIATES INC	RO MO13006	$165.97	IHC - [redacted] RO MO13006
			Check Total	$165.97	
03/25/25	214141	LOWE'S HOME CENTERS, LLC	86393	$2,004.37	ELECTRICAL COMPONENTS-PVC-LUMBER- RED ROOF INN
03/25/25	214141	LOWE'S HOME CENTERS, LLC	87976	$8,636.20	DRYWALL PANELS- RED ROOF INN REMODEL
			Check Total	$10,640.57	
03/25/25	214142	MASSEY SERVICES INC	03/01/2025TOW	$315.00	Pest Control Radio Tower Sites Apr - Jun

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/25/25	214142	MASSEY SERVICES INC	64296638	$10.00	INV#64296638 - Malacompra - Rodent Exclusion
03/25/25	214142	MASSEY SERVICES INC	64301426	$30.00	INV#64301426 - Haw Creek CC - Rodent Exclusion
03/25/25	214142	MASSEY SERVICES INC	64305726	$50.00	INV#64305726 - Guana Tolomato - Rodent Exclusion
03/25/25	214142	MASSEY SERVICES INC	64358986	$10.00	INV#64358986 - Bay Drive Park - Rodent Exclusion
03/25/25	214142	MASSEY SERVICES INC	64365822	$18.00	INV#64365822 - Carver Gym - Rodent Exclusion
03/25/25	214142	MASSEY SERVICES INC	64379436	$10.00	INV#64379436 - Jungle Hut - Rodent Exclusion
03/25/25	214142	MASSEY SERVICES INC	64414889	$20.00	INV#64414889 - Hidden Trails CC - Rodent Exclusion
03/25/25	214142	MASSEY SERVICES INC	64434166	$20.00	INV#64434166 - Pellicer CC - Rodent Exclusion
			Check Total	$483.00	
03/25/25	214143	MCGRATH RENTCORP AND SUBSIDIARIES	301661589	$512.50	STORAGE BUILDING RENT - STATION 92
			Check Total	$512.50	
03/25/25	214144	CENTENE MANAGEMENT COMPANY	REFUND 2	$2.70	CHK#000096852 RETURN CHK NO BACKUP
			Check Total	$2.70	
03/25/25	214145	Ramon C. Vega	R. Vega Rtn. DD	$41.62	R. Vega Repayment of Returned Direct Deposit
			Check Total	$41.62	
03/25/25	214146	UNITEDHEALTH COMMUNITY (CAID HMO)	ACID: 7599	$102.41	AMB BILLING REFUND [redacted] REF# RA0553315700
			Check Total	$102.41	
03/25/25	214147	P & S PAVING INC	PAY APP 11	$374,197.13	COMMERCE PARKWAY 01/01/25-01/31/25
03/25/25	214147	P & S PAVING INC	PAY APP 12	$892,412.44	COMMERCE PARKWAY 02/01/25-02/28/25
			Check Total	$1,266,609.57	
03/25/25	214148	PALM COAST HISTORICAL SOCIETY	03102025	$1,250.00	FY25 MOU GRANT Q1
			Check Total	$1,250.00	
03/25/25	214149	PALM COAST SIGNS & GRAPHICS INC	25-309	$2,470.00	ID PLATES / STICKER
03/25/25	214149	PALM COAST SIGNS & GRAPHICS INC	25-415	$2,010.00	PARKS - RULES, BEACH & COURT SIGNS
			Check Total	$4,480.00	
03/25/25	214150	PRIME HEALTH SERVICES, INC	108488	$391.43	INMATE MEDICAL [redacted] 02.06.25
03/25/25	214150	PRIME HEALTH SERVICES, INC	108489	$655.79	INMATE MEDICAL [redacted] 01.15.25
03/25/25	214150	PRIME HEALTH SERVICES, INC	108490	$110.76	INMATE MEDICAL [redacted] 01.05.24-01.06.24
03/25/25	214150	PRIME HEALTH SERVICES, INC	108491	$1,871.78	INMATE MEDICAL [redacted] 11.24.23
03/25/25	214150	PRIME HEALTH SERVICES, INC	108492	$937.28	INMATE MEDICAL [redacted] 12.13.23
03/25/25	214150	PRIME HEALTH SERVICES, INC	108493	$464.74	INMATE MEDICAL [redacted] 02.06.25-02.10.25
03/25/25	214150	PRIME HEALTH SERVICES, INC	108494	$59.51	INMATE MEDICAL [redacted] 05.24.24
			Check Total	$4,491.29	
03/25/25	214151	R&K CERTIFIED ROOFING OF FLORIDA	#5261	$17,015.50	SHIP/HSSRV REROOF &INSTALL GUTTERS 26 FRENORA LANE
			Check Total	$17,015.50	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/25/25	214152	TOLIVER, SAMUEL	12209-1 - TOLIVER	$90.00	12209-1 - DOUBLE CHARGED - REFUND
			Check Total	$90.00	
03/25/25	214153	TOLIVER, SAMUEL	12209-2 - TOLIVER	$600.00	12209-2 - DOUBLE CHARGED - REFUND
			Check Total	$600.00	
03/25/25	214154	RING POWER CORPORATION	00SR00468794	$75,030.00	SKID STEER - PUBLIC WORKS - 11160
			Check Total	$75,030.00	
03/25/25	214155	SECURITY 101 HOLDINGS, LLC	INV62952	$865.00	Access Control Service Call - 610 Justice Ln
			Check Total	$865.00	
03/25/25	214156	SKYLINE ELEVATORS INC.	222124	$1,432.00	INV#222124-Monthly Elevator Maintenance FEB25
			Check Total	$1,432.00	
03/25/25	214157	SMA HEALTHCARE, INC.	FEB 2025	$550.51	IHC - [redacted] RO FEB 2025
			Check Total	$550.51	
03/25/25	214158	ST JOHNS HOUSING PARTNERSHIP INC.	#9615-F	$1,100.00	SHIP / HSSRV INITIAL INSPECTION RPT 308 S CHERRY
03/25/25	214158	ST JOHNS HOUSING PARTNERSHIP INC.	#9617-F	$1,100.00	SHIP / HSSRV INITIAL INSPECTION RPT 100 S.OLD DIXI
03/25/25	214158	ST JOHNS HOUSING PARTNERSHIP INC.	#9618-F	$1,100.00	SHIP / HSSRV INITIAL INSPECTION RPT 16 PALM LANE
			Check Total	$3,300.00	
03/25/25	214159	ST JOHNS HOUSING PARTNERSHIP INC.	#9613-F	$1,100.00	SHIP / HSSRV INT&FINAL INSPECTION 11 16th ROAD W
			Check Total	$1,100.00	
03/25/25	214160	ST JOHNS HOUSING PARTNERSHIP INC.	#9614-F	$550.00	SHIP / HSSRV INT INSPECTION 68 RYLAND DRIVE
			Check Total	$550.00	
03/25/25	214161	STATE OF FLORIDA	2F37730001-202501115	($36.12)	REFUND FOR RBS 2 INTERNET ACCESS
03/25/25	214161	STATE OF FLORIDA	2G34670001-20250317	$22.49	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34680001-20250317	$22.49	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34690001-20250317	$22.49	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34700001-20250317	$84.28	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34730001-20250317	$22.51	DELAND TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34740001-20250317	$382.33	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34750001-20250317	$308.86	DAYTONA BEACH TELEPHONE SERVICE 0225

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/25/25	214161	STATE OF FLORIDA	2G34770001-20250317	$44.98	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34780001-20250317	$22.49	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34790001-20250317	$300.91	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34810001-20250317	$44.98	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34820001-20250317	$67.47	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34830001-20250317	$134.94	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34840001-20250317	$44.98	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34850001-20250317	$22.49	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34870001-20250317	$44.98	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34880001-20250317	$44.98	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34890001-20250317	$67.47	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214161	STATE OF FLORIDA	2G34900001-20250317	$1,376.41	MyFloridaNet-2 0225
			Check Total	$3,046.41	
03/25/25	214162	STATE OF FLORIDA	2G34710001-20250317	$22.49	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214162	STATE OF FLORIDA	2G34720001-20250317	$22.49	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214162	STATE OF FLORIDA	2G34800001-20250317	$13.29	DAYTONA BEACH TELEPHONE SERVICE 0225
03/25/25	214162	STATE OF FLORIDA	2G34860001-20250317	$22.49	DAYTONA BEACH TELEPHONE SERVICE 0225
			Check Total	$80.76	
03/25/25	214163	STEPHEN C KENNY & ASSOCIATES	2504	$14,200.00	SHIP/HSSRV REMOVE AND REPLACE ROOF-61 WELLINGTON D
			Check Total	$14,200.00	
03/25/25	214164	SYNERGY RENTS LLC	1039266-0005	$8,170.58	PARKS - EXCAVATOR RENTAL - 02/03/25-03/03/25
			Check Total	$8,170.58	
03/25/25	214165	TEN-8 FIRE EQUIPMENT, INC	1310061073	$2,180.75	STORAGE RACKS - STATION 41
			Check Total	$2,180.75	
03/25/25	214166	TWC SERVICES, INC	154452-8	$860.62	INV#154452-8 - EOC - Kitchen PM
			Check Total	$860.62	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/25/25	214167	U.S. BANK NA	14590522	$5,220.26	ADMIN FEES 12.01.24-12.31.24
03/25/25	214167	U.S. BANK NA	14660889	$868.35	ADMIN FEES 11.25-1.31.25
			Check Total	$6,088.61	
03/25/25	214168	US WATER SERVICES CORPORATION	SI114438	$1,985.00	PARKS - HT - MAINTENANCE PLANT OPERATION
			Check Total	$1,985.00	
03/25/25	214169	W.W. GRAINGER, INC	9370233380	$41.72	FIRE RESCUE EQUIPMENT, TOOLS,
03/25/25	214169	W.W. GRAINGER, INC	9370233398	$120.36	FIRE RESCUE EQUIPMENT, TOOLS,
03/25/25	214169	W.W. GRAINGER, INC	9372308669	$62.48	FIRE RESCUE EQUIPMENT, TOOLS,
03/25/25	214169	W.W. GRAINGER, INC	9419194015	$158.33	FIRE RESCUE EQUIPMENT, TOOLS,
03/25/25	214169	W.W. GRAINGER, INC	9419194023	$760.20	FIRE RESCUE EQUIPMENT, TOOLS,
03/25/25	214169	W.W. GRAINGER, INC	9419897534	$34.17	FIRE RESCUE EQUIPMENT, TOOLS,
03/25/25	214169	W.W. GRAINGER, INC	9420151939	$152.89	FIRE RESCUE EQUIPMENT, TOOLS,
			Check Total	$1,330.15	
03/25/25	214170	WELLS FARGO FINANCIAL LEASING, INC.	5033582561	$2,707.49	Copier Leases 0425
			Check Total	$2,707.49	
03/25/25	214171	WITMER PUBLIC SAFETY GROUP	INV624397	$2,896.45	FIRE EQUIPMENT, TOOLS, PPE
03/25/25	214171	WITMER PUBLIC SAFETY GROUP	INV640736	$170.47	FIRE EQUIPMENT, TOOLS, PPE
03/25/25	214171	WITMER PUBLIC SAFETY GROUP	INV643152	$496.67	FIRE EQUIPMENT, TOOLS, PPE
			Check Total	$3,563.59	
			Report Total	**$2,886,566.76**	

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

MARCH 6, 2025

BOCC, PCCC, & FCSO JOINT WORKSHOP

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

City of Palm Coast: Mayor Mike Norris, Council Member Ty Miller, Theresa Pontieri Charles Gambaro Jr

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ITEM 1 - CALL TO ORDER

Chair Dance called the meeting to order at 3:05 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 – 5-YEAR PUBLIC SAFETY PLAN DISCUSSION

Sheriff Rick Staly kicked off the discussion with background leading to this workshop.

Lauren Johnston, Acting City Manager gave the presentation. *(Presentation on file with the Clerk's office.)* Spoke about the following:

- Strategic Vision
- Level of Service
- Mixed Method Analysis

- Law Enforcement Staffing
- Obligated Time
- Calls for Service
- Community Policing
- Population Estimates
- Real Time Crime Center
- Public Safety 5 Year Plan

Chair Dance asked if the population has been exceeding the standard Bureau of Economic and Business Research (BEBR) projections or exceeding the average.

Ms. Johnston stated the projection is still on the average.

(Item 4 continued)

Chair Dance stated on the heat map there are yellows in Bunnell and Flagler Beach. Asked to explain the services we're providing those areas that have existing police.

Sheriff Staly answered that's going to be a range of services from disturbance calls, crashes, and more serious crimes or it might be a Marine Unit on patrol. Stated what you're seeing there is the initial call or initial activity, but it doesn't show undercover operations or follow-up investigations by detectives.

Chair Dance stated boundaries are hard for people but calls to the City of Bunnell's police department would start with them but if it's a crash people may not know who to call.

Sheriff Staly stated this heat map is only unincorporated county and the City of Palm Coast. Continued to say City of Bunnell and Flagler Beach have been extracted out. Stated those calls still come into our communication center but they're not part of this study and not part of the average calls per deputy. Added it doesn't reflect when we have to support those two city police departments.

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Commissioner Hansen stated it looks like there are a lot of calls coming from the barrier island according to the map which goes against everything we say about what your level of effort is on the barrier island since we only have three deputies out there.

Sheriff Staly stated it does generate calls, but the difference is it generally generates quality of life calls, parking complaints, boating complaints, barking dogs and those kinds of things. Added what we don't have on the barrier island very often is a serious crime.

Commissioner Hansen stated the highlighted area goes down into Flagler Beach and there are only three deputies out there.

Sheriff Staly stated that is correct but depending on the type of call, you could end up with ten deputies there. Also stated that they currently serve the community by dividing the County into three districts but because of the growth coming, they are in the process of designing a four-district model to prepare for growth. Stated it will not be a full district in the beginning because it doesn't justify full service since it's still a lot of wooded area.

Councilman Miller stated it was talked about 80% of the call volume being from Palm Coast and asked what the percentage of funding from Palm Coast versus the County would be.

Sheriff Staly stated that is a difficult question to answer because what's unusual about Flagler County is that the BOCC has set a model where there is a basic level of service across the County, regardless of if you are within a city limit or not. Added that the traditional model is if you don't want a police department then you contract and pay the full price for your law enforcement services in a city.

(Item 4 continued)

Sheriff Staly continued to say he doesn't know which model is the best for the taxpayer. Stated the blended model that Flagler County has with a basic level of service, paid predominantly from the county-wide ad valorem and with an increased level of service by the City of Palm Coast, which is what they pay for, is the best cost-effective way for the residents of the City of Palm

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Coast. Stated if they were to start their own police department and properly fund it, you're looking at probably $30 million and explained why.

Councilman Miller asked with regard to the resource officers, why isn't that a school board responsibility for funding versus the City of Palm Coast.

Sheriff Staly stated the school board's paying about 40%, City of Palm Coast is paying about 10% and BOCC is paying 50%. Added that the City of Palm Coast does not have a requirement in the Florida law to do what they're doing and neither does the BOCC. Stated by law it is a school board responsibility, however when they did a survey at the Florida Sheriff's Association, they learned that across the State of Florida only two school districts were paying 100% of the cost and the average is 50%. Added the problem is the State used what they call Safe Schools money, and it's allocated based on the crime rate of the County. Continued to say that pre-Parkland it was a good concept because if you're a higher crime area then you need more money to keep the school safe. Stated after the Parkland tragedy, the State of Florida passed a new law mandating either a school resource deputy in every school, a guardian, or they could start their own police department. Added now the field has changed because it's not based on crime, it's based on how many schools you have. Stated the problem is, they never changed the formula. Continued to say when he brought this up to the Florida Sheriff's Association, he was told by the legislative chair that they don't want to change the formula because their county will lose money.

Chair Dance stated the same issue came up with the regular funding formula for students and the same thing would have happened if they adjusted the formula where the bigger counties would have lost money. Stated instead of doing that, they came up with a supplemental funding program to where the smaller counties got additional funding but didn't hurt the bigger ones.

Sheriff Staly stated that would certainly be another option and provided an example of how that's been done. Continued to say that what he would say is, take whatever the total amount of Safe School money and divide that by the number of schools in the State of Florida and then that is what you get per school. Stated it wouldn't cover anybody's full cost but there needs to be an adjustment.

Councilman Miller asked for clarification about the obligation slide of the presentation.

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Sheriff Staly clarified that obligation is the amount a deputy is not available to be proactive or to respond to other calls, meaning they are already on something. Stated if you get 100% obligated then that means you're not doing anything proactive and are strictly a reactive agency. Added in his opinion, you'll see crime go up because you're not being proactive. Stated 33% obligated means they'd probably be driving into each other because they're not that busy. Stated he would recommend being in the 50-65% obligated range.

(Item 4 continued)

Commissioner Hansen asked if there could be a number tied to that, meaning if we went to 65% obligated in this study, does that coincide with the number of deputies that this study says we're going to need.

Sheriff Staly answered when the study was done, we were 81 deputies short based on the study in the population at the time. Continued to say that if the recommended number of added deputies continues then that will wipe out the deficit deputies. Stated at that point going forward, it would depend on calls for service.

Commissioner Hansen rephrased and asked if we do add the additional deputies recommended, are we still at the status quo.

Sheriff Staly answered that is correct. Stated the citizen calls for service only went up a couple hundred and the total calls for service went down a little bit. Continued to say if the trend continues then it's possible that as the deputies are added but the community calls for service don't increase, then the percentage will be improved, and it may reduce the number of deputies needed in the following years.

Councilwoman Pontieri asked what the calls for service going down slightly could be attributed to.

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Sheriff Staly answered crime reduction for part of it and we have a reputation in the criminal world to not play around with Flagler County.

Councilwoman Pontieri asked if we have the data that shows what age groups generate the most calls.

Sheriff Staly answered he doesn't have that data in front of him but historically by studies, for crime it is basically under 40 years old and for medical it tends to be older residents.

Councilwoman Pontieri asked when there is an license plate reader (LPR) hit or anything that comes through the Real Time Crime Center, does that go under the other calls category or is that registered as a call at all.

Sheriff Staly answered it is registered and tracked as part of the other category.

Councilwoman Pontieri stated in the 2024 Annual Report booklet that was passed out, it says there are 194 deputies. Asked if that is still accurate.

Sheriff Staly answered yes.

(Item 4 continued)

Councilwoman Pontieri asked if the 308 calls per deputy figure is the desired number or where we're at right now.

Sheriff Staly answered it's where we are now.

Councilwoman Pontieri stated she did the calculation by dividing the calls for service by the number of deputies and it came out to 604.

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Sheriff Staly stated they will have to get back to her on that.

Councilwoman Pontieri added the Sheriff's Office is doing a fantastic job and greatly appreciates them in the county and the city and look forward to continuing to support them.

Sheriff Staly thanked Councilwoman Pontieri for bringing up the LPRs because of the activity that has created.

Commissioner Hansen asked how effective the use of ring cameras is that are on various homes around the city.

Sheriff Staly answered they do have access if the owner allows it, and they are very helpful.

Commissioner Hansen asked how that works and if it just goes right into the crime center.

Sheriff Staly answered it can be sent by a link, or they can send the video. Stated they can also serve subpoenas to ring if they need to as part of an investigation. Added he encourages residents to get some type of camera. Stated there are close to 3,000 cameras that are private or government owned that are fed into the Real Time Crime Center. Also stated that many businesses have joined ConnectFlagler.org and will give real time feeds into the crime center for their businesses in the event something is going on.

Commissioner Richardson asked if the model of how many officers we need to add would change if we don't have the growth that we're anticipating.

Sheriff Staly stated the numbers through fiscal year 2027 will get them caught up for deficit deputies today and still be at the 67.5% obligated. Stated if the growth slows down then the 2028 and 2029 numbers could be reduced. Added that the projections were based on what is planned

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developments that they are aware of by the City of Palm Coast and in the unincorporated areas of Flagler County.

(Item 4 continued)

Commissioner Pennington stated she is grateful to hear that there's proactive planning for a new district to split up District Three. Added you get a very immediate call for service in Palm Coast but in District Three, there is proper staffing but because of the size it could take 20-30 minutes to get from one area to another.

Sheriff Staly stated they are looking to implement District Four in January 2026. Continued to say they are designing it now and it's based on data driven and projected growth. Added that the services that you get on the west side will not be equal to living in the City of Palm Coast.

Mayor Norris stated people are complaining about the traffic calming devices that have been installed on a few roads, and everyone doesn't see the statistics every day from the reports on traffic stops. Asked for a basic summary of how many traffic stops are made within a given month or year and the effectiveness of community policing.

Sheriff Staly answered they issued just under 6,000 tickets in 2024. Stated they are running about 50% tickets and 50% warnings so roughly about 12,000 traffic stops a year. Added that he encourages his deputies to work traffic because it's one of the biggest quality of life complaints. Stated it also gets them to the car and criminals use cars to go from point A to point B when they commit a crime. Continued to say that every patrol car has radar, and all of the deputies have been trained for radar. Stated when he was elected Sheriff in 2017, there were five dedicated deputies for traffic enforcement. Stated they've added five mustangs dedicated and three additional motorcycles last fiscal year. Added he will be adding three additional traffic enforcement mustangs this fiscal year which would bring it to a 216% increase on traffic enforcement since 2017. Stated the key with making our roads safer is by doing engineering and that could be with traffic calming devices, designing and requiring the proper roads for growth, and requires enforcement and education.

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Councilman Miller asked when the last time our rate studies have happened in terms of impact fees.

Sheriff Staly answered the BOCC did the last study and under City of Palm Coast prior administration voted to piggyback on that. Stated in his opinion the impact fees are too low.

Chair Dance stated that's what the study said when it was approved. Added they are limited to when it can be revisited by are getting close.

Sheriff Staly stated it was adopted in 2021 and it's every five years.

Councilwoman Pontieri asked how we are on average with the rest of the state as far as salary for our deputies fully burdened with benefits.

(Item 4 continued)

Sheriff Staly answered he doesn't try to compete with Jacksonville, but he does need to compete with St. Johns, Putnam, and Volusia County and we are right in the middle. Stated Putnam is lowest paid, Volusia is about equal to us, and St. John's blows all of us out of the water on pay. Added we can compete with them because our benefits are better. Stated the starting deputy today before overtime is right around $55,000 and when he came into office it was in the low 30s. Stated unlike other agencies, he is not having any issues hiring people. Continued to say he is 12 deputy sheriffs over hired in the law enforcement side, three detention deputies over hired, and four over hired in the communications center.

Councilwoman Pontieri asked if they're seeing a lot of overtime or if it's about where it should be.

Sheriff Staly answered it's about where it should be.

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Chair Dance asked if there is going to be a study before we run the course through 2027.

Sheriff Staly answered through 2027 has been identified as deficit deputies so for 2028 and 2029 we should start looking at it in 2027.

Chair Dance stated after 2027 we're basing deputies on calls for service.

Sheriff Staly stated that is correct.

Chair Dance stated as the end of the five-year period when we go look at this, it 308 might change.

Sheriff Staly stated that is correct and always possible. Added we're seeing the trend right now with population going up and calls for service going down less than 1,000 for the year but that's not a bad thing. Stated in 2025 we may see the trend continue but we don't know yet.

Chair Dance stated there isn't a trend yet since it's just one year.

Sheriff Staly stated there is a trend with the citizen-initiated calls and it's that they are going up, but not as fast as they did in 2019-2020 and 2020-2021.

Chair Dance stated 2021-2022 is really where things changed with the citizen-initiated calls.

Sheriff Staly responded that is correct.

(Item 4 continued)

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Chair Dance stated he was wondering if we would reevaluate or just wait till the end of the five years.

Sheriff Staly stated he would recommend looking in 2027 to see what is occurring for 2028-2029 fiscal year because up through 2027 just handles the deficit.

Chair Dance stated we still need to be looking at the obligated part which could be changing as well.

Sheriff Staly responded that is correct.

Chair Dance gave a shout out of Sergeant Biss for being part of the Community Traffic Safety Team because we've been able to proactively initiate some safety improvements with the input of the community. Asked the City of Palm Coast folks to make sure they thank Tyler Gibson from their staff for being very proactive in the group and always attending.

Sheriff Staly added for City of Palm Coast that the nine deputy sheriffs that they funded in the current fiscal year, four of them were only funded for six months.

Councilman Gambaro thanked the Sheriff and his team for what they do.

Sheriff Staly thanked Councilman Gambaro and stated he has a great team the delivers the service, so he sets the tone and the vision and they deliver.

Commissioner Carney jokes that on an operational level, you can't get up to speed coming here from Flagler Beach but that his staff are going a great job at the bottom of the bridge with bike week.

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Sheriff Staly stated when he first moved here 20 years ago, he used to hear residents talk about the traffic jam across Palm Coast Parkway and I-95 because they might have to wait for one traffic light. Stated now we have traffic jams and rush hour.

Chair Dance stated even with the congestion it doesn't stop the accidents.

Commissioner Richardson gave a shout out to the 911 operators for their professionalism.

Sheriff Staly thanked Commissioner Richardson and stated he will be meeting with the communications employees after this and will relay the message.

(Item 4 continued)

Chair Dance thanked Chief Strobridge for his great job.

Commissioner Hansen stated the Sheriff made an announcement at the Republican Club and asked him to make it here as well.

Sheriff Staly stated he let it be known that he will run for reelection in 2028.

County Administrator Petito stated the impact fees were adopted in December 2021 and because of House Bill 337 they can only be updated every four years. Stated they also said the maximum amount that it could go up is 50% but if it goes up more than 25% then it has to be phased in over a period of four years. Added it will be eligible to consider changing the impact fees in December of this year and if they need to be raised more than the 50% them, we will have to conduct another study.

Chair Dance asked if the City of Palm Coast will piggyback what the County is doing impact fee-wise or if they will set their own.

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Ms. Johnston answered there is an interlocal agreement for those impact fees that we do not levy, and they pass through on their buildings for the County.

Commissioner Pennington asked if we want a consensus to look at that this year.

Commissioner Hansen stated he agrees.

Commissioner Richardson asked if there is a time on that consensus.

Commissioner Pennington stated for December.

County Administrator Petito stated it was adopted on December 6th so nothing can be done before that, but it can be workshopped.

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ITEM 5 – PUBLIC COMMENT

Chair Dance opened public comments.

There was none.

Chair Dance closed public comment.

Councilman Miller echoed a thank you for everything the Sheriff does.

Chair Dance thanked the Sheriff for coming today and thanked Ms. Johnston for the presentation.

Sheriff Staly thanked the Chair and Mayor for the opportunity.

ITEM 6 – ADJOURNMENT

The meeting was adjourned by consensus at 4:24 p.m.

APPROVED AND ADOPTED _____

ATTEST:

Tom Bexley
Clerk of the Circuit Court & Comptroller

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Andrew S. Dance
Chair

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JOINT CITIES AND COUNTY WORKSHOP

MARCH 12, 2025

Present: Flagler County BOCC: Chair Andrew Dance & Commissioner Greg Hansen
City of Flagler Beach: Commissioners Eric Cooley & Scott Spradley
City of Bunnell: Commissioner Pete Young
City of Palm Coast: Mayor Mike Norris & Council Member Ty Miller
City of Beverly Beach: Mayor Steve Emmett & Vice Mayor Jeff Schuitema
Town of Marineland: Vice Mayor Douglas Dew
Deputy Clerk Stephanie Tolson

ITEM 1 - CALL TO ORDER

Chair Dance called the meeting to order at 5:30 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 – PURPOSE: TO DISCUSS ISSUES IMPACTING OUR COMMUNITIES TO CONTINUE WITH A COLLECTIVE APPROACH FOR ADDRESSING THE CHALLENGES WE WILL FACE IN THE FUTURE, INCLUDING SPECIFIC ITEMS FROM:

A – City of Flagler Beach, City of Palm Coast, City of Bunnell, Town of Beverly Beach, Town of Marineland and Flagler County

- **Beach Renourishment Follow-Up**

Chair Dance gave a brief summary of where things are at with the beach renourishment plan.

Mayor Emmett thanked County Administrator Petito and County Engineer Hamid Tabassian for coming to their workshop. Stated they have always supported the county with what they are

trying to do but this is a controversial topic in Beverly Beach. Added the biggest concern for the residents is the MSBU. Stated there are a few ideas that they are going to approach the county with on a way to reduce the $160. Asked if we do go forward with the MSBU, will it be in writing. Added it seems like it has already been agreed that there will be no increase in that six-year time frame.

Chair Dance answered that is correct and the benefit of the annual review is because of the uncontrollable situations with the beach. Stated whether storms come, or they don't, a lot of things will change annually so those calculations could vary. Added they want to keep it open to at some point in the future where it may not be needed and there will be flexibility.

Mayor Emmett announced a luncheon at the town hall in Beverly Beach for the five mayors of the county on May 5th at 12:00pm.

(Item 3 continued)

Commissioner Schuitema stated there were a lot of questions raised about the MSBU but County Administrator Petito and everyone have pretty much answered those questions.

Chair Dance stated he will clarify the initial length of the MSBU because it was his understanding that it will stay in effect until it is no longer needed. Stated the initial renourishment is six years but statistics say the first three nourishments are really needed to settle the beach.

Commissioner Schuitema asked if we are figuring beach renourishment costs two to three years escalating.

Chair Dance answered it is already built in.

Vice Mayor Dew stated the County Administrator had a very impressive presentation at the last town meeting. Stated they have come to a consensus that it's important as part of Flagler County

to support this collective approach because it is an important issue for the community and wanted to pledge their full support.

Commissioner Spradley stated they were the beneficiaries of two presentations from the County Administrator, one as an agenda item at a regular meeting and the other at a workshop. Stated the city commissioners unanimously support the County in its efforts with some tweaking that has been discussed. Added Flagler Beach joins everyone else that they don't want tax increases but what we have to do is look at the alternative to that and that is how are we going to pay for the beach unless we continue to renourish and build it and do what needs to be done to keep that beach there. Continued to say from the perspective of Flagler Beach, they are very supportive of the County's plan and appreciate the efforts that have been made and look forward to the fine tuning.

Commissioner Cooley shared some of the discussion with the assumptions and the rationales that drove the consensus that the City of Flagler Beach had. Stated it's basically a win for everybody and that's something they can get behind.

Commissioner Young asked when it comes to other counties, what kind of funding are they getting and have they gone to the half cent tax or taxing the residents.

Commissioner Hansen answered most of the counties that have beaches pay for the beach renourishment entirely with TDC money but they also get more in the first month of the year than we get in an entire year for TDC because they have a lot of tourists and they are bigger than we are.

Commissioner Young asked if the program is working for the other counties.

(Item 3 continued)

Commissioner Hansen answered yes. Added that it has been pointed out that we don't have a beach management plan and we're the only county that has oceanfront property that doesn't have

a beach management plan. Stated in our defense, we haven't needed one because we didn't have any problems until Hurricane Matthew.

Commissioner Young asked if this also includes state and federal funding or is there none whatsoever.

Chair Dance answered we have an ongoing federal funding component where we have a lot of things in the works already and hoping additional federal funding will be coming our way, but the plan can't be built around those potentials. Stated when those monies come in, the plan will be adjusted based on those annual meetings.

Commissioner Hansen stated that the state continues to put in their budget every year for beach renourishment and last year Flagler County was singled out as needing money and we got it. Added we will continue to lobby to make sure we're included once again in that list so that we are eligible for funding.

Commissioner Young asked if this funding is only going to go for renourishing the beach and not for repairing property.

Chair Dance answered it goes toward constructing the initial dune and the extension. Added every six years also includes the renourishment of those areas affected. Stated it will depend on storms that come and with a named storm, we get additional contributions from the Army Corps in the areas where they helped us.

Commissioner Hansen stated the easements that are being required from residents and communities up and down the beach will allow us to be able to get CATG funding and FEMA.

Commissioner Young clarified that it won't pay for property damage from other residents.

Commissioner Hansen stated that is correct.

Commissioner Young stated he doesn't speak for his whole board, but they are all open-minded to this idea.

(Item 3 continued)

Mayor Norris stated he appreciates County Administrator Petito and her team for coming over and giving the city the plan. Stated last time he was here he said he's a conservative and doesn't want anybody's taxes to go up, but food and necessities are not taxed and that's the main thing that is affecting working class citizens today. Added that three of the council members want this measure to go on a referendum and he doesn't necessarily accept that philosophy. Stated when three council members want to go on a referendum then there's not much he can do. Stated City of Palm Coast would be pulling more than their fair share on this measure.

Councilman Miller stated it is known that the city is facing some headwinds in terms of funding and getting buy in from the residents. Added the city is facing utility issues and other things so it's difficult trying to convince residents to pay for utilities, which so far we have been unable to do and it's difficult to convince them to pay for a beach that's not within the city limits as well. Stated he is open to this funding mechanism and appreciates the complexity of it and it's certainly not an easy undertaking. Continued to say they are willing to bring it back to the council again. Added there was some feedback in regards to public safety and the potential for a need for that sales tax to fund either sheriff operations in the future and things like that.

Chair Dance stated he thinks there was confusion that the Palm Coast council had to vote to approve the sales tax and really what we are asking the council to do is to agree to that distribution formula. Stated the BOCC is taking the political hit, and the vote falls on us with a super majority for it to go through without a referendum. Added referendums are used if you're bonding and this is a pay as you go plan. Continued to say enough money has been saved for

constructing the second reach but if we implement this plan this year then we start building those monies to be able to construct the next phase and then turn around and pay for the re-nourishments. Stated we're asking the cities and municipalities for an agreement so that we can enter an interlocal on sharing those funds.

Mayor Norris stated they would have to see how the ordinance is written and how we can use the funds because the city roads need help.

Councilman Miller echoed Mayor Norris' comments and how keeping 50% can go a long way for multiple projects. Stated he believes this is an important project that is necessary, and we can bring it back and talk again. Stated he doesn't know if we're time bound in any way.

Chair Dance stated it's a budget issue. Stated he spoke with the City of Palm Coasts administrator about trying to figure out a time on the April agenda. Reiterated Councilman Miller's comments about this being a generational improvement.

Commissioner Cooley stated one of the first things we talk about is what are the other counties doing as far as funding goes and Commissioner Hanse nailed it on the head. Continued to say in the surrounding areas they have extremely robust tourism, so they bring in vast amounts more in bed tax than what our county brings in. Stated one of the discussion points in their meeting was, is trying to impact to our county taxpayers as minimal as possible. Added that if you go to the state and ask for funding and you don't have a fully funded beach management program then they tell you no, so that's a risk of not moving forward.

(Item 3 continued)

Commissioner Schuitema asked if Flagler Beaches operations will be affected by this renourishment as far as the lifeguards, the police, and things like that.

Commissioner Spradley answered no, they don't see that happening.

ITEM 4 – PUBLIC COMMENT

Chair Dance opened public comment.

Ellen Karp-Bendana, Beverly Beach resident shared comments about fairness and being all in this together.

RJ Santore, Flagler Beach resident spoke in favor of the beach management plan.

Jim Howard, Beverly Beach Commissioner asked Commissioner Cooley and Spradley to explain how the figures of the survey of beach goers were determined.

Commissioner Cooley stated he doesn't have the figures handy, but it was using a county program that the tourism department utilizes. Stated as of people on the sand, it showed 72% of beach goers are from Palm Coast and the next closest usage was Flagler Beach residents which were around 4%. Added that tourism was around 20% usage.

Mr. Howard asked the communities to go back and share this information with their boards because he would like to see it shared so it would be affordable for quite a few of the people specifically in his community.

Commissioner Cooley added one of the important uses of that survey data was that it reinforces the belief that the beach is the number one asset in the County. Stated he doesn't think the data should be used to say you guys have all these residents using the beach so you should pay for it, but that it recognizes that there are many people in the County that find value in this asset.

Chair Dance clarified that the .6 millage is not raising everybody's millage but reserving millage just for this purpose.

Commissioner Hansen added that the .6 millage is not an additional .6 millage, that's what is being taken out of our budget.

Gene Adams, Beverly Beach resident shared his support for the plan that was presented.

(Item 4 continued)

Chair Dance clarified a common misconception that the municipalities keep the sales tax that's generate and that's not how it works. Stated we get a countywide distribution of sales tax and it's through the interlocal agreements that we give those monies back to the municipalities which is dictated to us by state.

Raymond Royer spoke in opposition of this proposal and feels it should be seawalls instead of sand.

Chair Dance stated seawalls are great for people that have put them up for their peace of mind and protecting their properties but if you go back and look at the data, there are videos of storms that hit Volusia County, and you'll find numerous seawalls that washed away in the last storm. Added seawalls still require a beach nourishment in front of them to stabilize them and to be effective. Stated in Beverly Beach, their seawall is eroding and the additional sand with the extension of the nourishment will help their retaining wall remain longer than it would without it. Added we are not just piling sand on the dune; the nourishment project extends the beach farther out and as we build those extended beaches all of the wave action is farther away.

Commissioner Hansen stated seawalls are ten times more expensive than what we're doing but the seawall will only work if you replenish the beach in front of it. Echoed Chair Dance's comments about the wave action.

Commissioner Cooley stated back when the Army Corps of Engineers project with the initial meetings happened about seven to eight years ago, things like seawalls were brought up and the Army Corps is who builds the seawalls all up and down the coast and they actually recommended against those.

Commissioner Hansen stated he remembers vividly those discussions because they also thought that was the answer, but they show you how that doesn't work.

David Eckert, Hammock resident spoke about the importance in this plan getting done as soon as possible.

Jim Ulsmer, Hammock resident shared support for this plan.

Chair Dance closed public comment.

Chair Dance commented that he is honored to sit up here with everyone to have these discussions.

Mayor Emmett clarified the date of the luncheon.

(Item 4 continued)

Commissioner Spradley commented that the progress that's been made from last meeting to this meeting has been remarkable and appreciate all the County's efforts in trying to educate everyone.

Commissioner Hansen thanked everyone for coming and believes we are on our way to solving this.

Councilman Miller asked the City Manager if they would require a simple majority or consensus from the council.

Received a head nod.

Councilman Miller clarified the councils current standing and how the votes would need to go as far as getting this approved.

Chair Dance asked if they would like to look at an interlocal to at least bring back to the board or to have the workshop to gain consensus first.

Councilman Miller stated he thinks it would be smart to continue to work on that so that it's ready if we do punch that ticket.

Chair Dance stated in order to get the issue back to the BOCC to vote on the half penny they do want to pull all of the consensus together and then we can bring it back to the BOCC knowing that everybody's willing to move forward.

Councilman Miller agreed.

Commissioner Young thanked the members of the public that showed up, thanked the other city commissioners and mayor for their participation, and thanked staff for the hard work in putting this together. Stated he agrees the half cent is the way to go and the City of Bunnell believes this is going to be a County problem, not just the barrier island.

Commissioner Hansen thanked the County Administrator and staff for the hard work in putting this together.

Chair Dance summarized where things are at now.

ITEM 5 – ADJOURNMENT

The meeting was adjourned by consensus at 7:06 p.m.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

MARCH 17, 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 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 modifications:

- Item 7i – modified the monetary figures
- Item 7j – modified the monetary figures
- Item 8a – attachment 1 was incorrect and replaced

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair Dance announced the following:

- Visit the transparency dashboard at flaglercounty.gov
- Warbirds Over Flagler will be held at the Flagler Executive Airport Saturday, March 22nd and Sunday, March 23rd
- Cracker Day and Rodeo will be held at the Flagler County Fairgrounds Saturday, March 29th
- Upcoming meetings:
    - Regular Meeting – April 7, 2025, at 9:00 a.m. in the Board Chambers
    - Workshop – April 7, 2025, at 1:00 p.m. in the Board Chambers

UNOFFICIAL

ITEM 4A – RECOGNITIONS – NONE

ITEM 4B1 – PROCLAMATIONS – NATIONAL COUNTY GOVERNMENT MONTH – APRIL 2025

Commissioner Carney read the proclamation.

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

Chair Dance called the question. Motion carried unanimously.

(Item 4b1 continued)

Holly Albanese, Assistant County Administrator gave a presentation.

ITEM 4B2 – PROCLAMATIONS – BEST FOOT FORWARD PROGRAM

Chair Dance read the proclamation.

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

Chair Dance called the question. Motion carried unanimously.

ITEM 4C1 – PRESENTATIONS – INNOVATION TECHNOLOGY DEPARTMENT: DRONE TEAM AND GEOGRAPHIC INFORMATION SYSTEM (GIS) TEAM PRESENTATIONS

Vince Dyer, Program Manager of Best Foot Forward gave a presentation.
(Presentation on file with the Clerk's office.)

UNOFFICIAL

Commissioner Hansen stated they don't mention Florida Department of Transportation (FDOT) and we have to deal with them on A1A for those crosswalks.

Mr. Dyer stated the FDOT Target Zero helped fund the initial expansion. Stated whenever a crosswalk is below 33%, they have come to the rescue on the ones they manage. Added with Flagler County, the Volusia Flagler TPO took on the funding.

Commissioner Hansen asked how effective the flashing yellow light is.

Mr. Dyer answered the circular steady flashing light is not effective at all for pedestrian safety, but the rapid flashing beacons automatically tend to jump the percentage up to 70% or higher drivers yielding. Stated they don't recommend it as a first solution because they want to make sure that the infrastructure that is there works even if somebody doesn't press the button.

Commissioner Hansen stated in St. John's County they had a program where they had orange flags that you could pick up and wave as you crossed. Asked if they have seen those.

Mr. Dyer answered yes. Stated last year in Volusia County, they measured a couple of locations that have those flags, and it showed that carrying a flag improves the driver yield rate by 18%.

Commissioner Richardson asked where the flags go after you've crossed the street.

Commissioner Hansen answered they have a holder on both sides of the street.
(Item 4c1 continued)

Discussion about the flags continued.

ITEM 4C2 – PRESENTATIONS – ANNUAL REPORT PRESENTATION

UNOFFICIAL

County Administrator Petito gave the presentation.

Chair Dance asked if the presentation will be available to the public.

County Administrator Petito answered we have some hard copies, but it will be digitized and put on the website.

ITEM 4C3 – PRESENTATIONS – AIRPORT UPDATE

Roy Sieger, Airport Director gave the presentation.

Dr. Timothy Scott from Consolidated Environmental Engineering gave a presentation about the lead exposure assessment report.

Chair Dance asked for clarification on the air sample chart.

Dr. Scott stated the column all the way to the right is the OSHA standard which is 50.

Chair Dance asked in what environment would 50 be found.

Dr. Scott answered print and circuit board shops or somebody doing lead soldering. Shared the companies that he works with.

Chair Dance clarified that the highest rating for air would be the control background.

UNOFFICIAL

Dr. Scott answered that is correct, that is at your lab limit. Stated sometimes dependent on how their spike works. Added they'll spike a sample and whatever the recovery rate is, it may change the influence of the control.

Chair Dance stated that was the sample closest to the road.

Dr. Scott answered that's correct.

Chair Dance asked to see the soil sample chart again.
(Item 4c3 continued)

Dr. Scott stated the results are de minimis. Added the reason he didn't take a control for the lead is because there is a lot of fill all over the place and was afraid to take one at the intersection because he's not sure what kind of fill is brought in.

Chair Dance asked where else he would test for lead in the soil.

Dr. Scott answered gas stations from 20 years ago when they were using the leaded gas.

Chair Dance asked if they were to run into something with a 1,400 level what they would recommend for remediation.

Dr. Scott answered they would usually recommend excavation. Stated it's not like a solvent that you can pull out, aerate it, and then inject it back in. Stated you have to actually remove it.

Discussion about an old maintenance shed that stored chemicals and some fuel that get the soil tested.

Commissioner Carney asked if the lead would dissipate at all or if it stays there.

UNOFFICIAL

Dr. Scott answered it's going to stay there. Added he hasn't found a site that had zero lead in it, but this is what he considers de minimis.

Commissioner Carney stated she's not surprised. Stated she thinks we get more lead emissions when we drive our cars with our window down than something like this.

Commissioner Pennington stated this stemmed from an airport in California recently had high concentrations of lead. Added she can't remember the specifics, but the children tested high for lead that lived near the airport.

Commissioner Carney asked if they tied it to anything.

Commissioner Pennington answered the airport.

Mr. Sieger continued his presentation.

Chair Dance asked what the different colors mean on the fence map.

Mr. Sieger answered by explaining each color.
(Item 4c3 continued)

Commissioner Richardson asked where the fence is that is in the front entry of the airport building.

Mr. Sieger answered that's not denoted on here because we're not going to be replacing that fence.

UNOFFICIAL

Commissioner Richardson clarified that it's just around the runways.

Mr. Sieger answered that's correct.

Chair Dance asked what happens if you find them learning from their instances with the ten-foot fence and start going to the six-foot fence.

Mr. Sieger answered their habitat will be more by the ten-foot fence. Stated the likelihood of them going to jump the fence, they could still do it, but it won't be as easy as them just walking right out right now. Continued the presentation.

Chair Dance stated we got notice from the Flagler Rams about their demonstration of the remote-controlled airplanes, so they look forward to seeing them out there.

ITEM 5A – COMMUNITY OUTREACH

None

ITEM 5B – BOARD COMMENTS ON CONSENT ITEMS

Chair Dance stated on Item 7m there's a section on the east side of Lehigh Trail that is a wooden boardwalk and they'll be replacing the worn wooden boardwalk with the composite material which will extend the life of it.

CONSENT AGENDA – ITEMS 6A THROUGH 7M

Commissioner Carney pulled Items 7k and 7l from the Consent Agenda for discussion.

A motion was made by Commissioner Hansen to approve the Consent Agenda with the exception of Items 7k and 7l. Seconded by Commissioner Richardson.

UNOFFICIAL

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 January 31, 2025
- Disbursement Report for Week Ending February 7, 2025
- Disbursement Report for Week Ending February 14, 2025
- Disbursement Report for Week Ending February 21, 2025

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

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

- February 10, 2025, Regular Meeting
- February 10, 2025, Workshop
- February 10, 2025, Special Meeting

UNOFFICIAL

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

UNOFFICIAL

March 17, 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: March 17, 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.

UNOFFICIAL

ITEM 7B – CONSIDERATION OF THE RANKING AND CONTRACT AWARD FOR COOPERATIVE REQUEST FOR PROPOSALS 25-RFP-029

UNOFFICIAL

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

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

SUBJECT: Consideration of the Ranking and Contract Award for Cooperative Request for Proposals 25-RFP-029, Disaster Debris Removal Services.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: A Request for Proposals (RFP) for Emergency / Disaster Debris Removal Services was issued by Flagler County Purchasing and completed in conjunction with the City of Palm Coast, City of Bunnell, City of Flagler Beach, Town of Beverly Beach and Town of Marineland, to provide debris removal services in the event of a hurricane or other unforeseen incident/disaster. This solicitation was advertised through the County's OpenGov procurement website.

The final renewal period for the previously contracted debris removal services will expire later this year. The RFP was issued with the intention of awarding multiple contracts, with a designated primary, secondary, and tertiary contractor.

The County received nine (9) responses that were evaluated by a multijurisdictional committee as detailed on the attached tabulation sheet. The evaluation ranked the proposals with the top three being selected to serve as our primary, secondary, and tertiary contractor.
1. Ceres Environmental Services, Inc.
2. Phillips & Jordan Environmental Services, LLC
3. CrowderGulf Joint Venture, Inc.

By awarding multiple contracts, Flagler County will have the alternate vendors on contract should the higher ranked vendor(s) not able to perform as needed. Following Board approval, each municipality will separately execute applicable contracts.

STRATEGIC PLAN:
Public Health & Safety
Goal 3 – Improve Public Safety Response and Service Delivery Capabilities

FUNDING INFORMATION: Funding will be identified and appropriated during each emergency or disaster that utilizes this contract.

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management 386-313-4240
Robert Rounds, Procurement Manager 386-313-4097

RECOMMENDATION: Request the Board approve entering contracts with the identified vendors pursuant to Bid Award 25-RFP-029; for an initial three (3) year term, with the option to renew for (2) additional, one (1) year terms if agreed to by parties.

UNOFFICIAL

ITEM 7C – CONSIDERATION OF THE RANKING AND CONTRACT AWARD FOR COOPERATIVE REQUEST FOR PROPOSALS 25-RFP-030 DEBRIS MONITORING

UNOFFICIAL

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

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

SUBJECT: Consideration of the Ranking and Contract Award for Cooperative Request for Proposals 25-RFP-030 Debris Monitoring.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: A Request for Proposals (RFP) for Emergency / Disaster Debris Monitoring Services was issued by Flagler County Purchasing and completed in conjunction with the City of Palm Coast, City of Bunnell, City of Flagler Beach, Town of Beverly Beach and Town of Marineland. This solicitation was advertised through the County's OpenGov procurement website.

The final renewal period for the previously contracted debris monitoring services will expire later this year. The RFP was issued with the intention of awarding multiple contracts, with a designated primary, secondary, and tertiary contractor.

The County received five (5) responses that were evaluated by a multijurisdictional committee as detailed on the attached tabulation sheet. The evaluation ranked the proposals with the top three being selected to serve as our primary, secondary, and tertiary contractors.

1. Thompson Consulting Services, LLC
2. Eisman & Russo, Inc.
3. DebrisTech, LLC

By awarding multiple contracts, Flagler County will have alternate vendors on contract should the higher ranked vendor(s) not able to perform as needed. Following Board approval, each municipality will separately execute applicable contracts.

STRATEGIC PLAN:
Public Health & Safety
Goal 3 – Improve Public Safety Response and Service Delivery Capabilities

FUNDING INFORMATION: Funding will be identified and appropriated during each emergency or disaster that utilizes this contract.

DEPT CONTACT: Jonathan Lord, Emergency Management 386-313-4240
Robert Rounds, Procurement Manager 386-313-4097

RECOMMENDATION: Request the Board approve entering contracts with the identified vendors pursuant to Bid Award 25-RFP-030; for an initial three (3) year term, with the option to renew for (2) additional, one (1) year terms if agreed to by parties.

UNOFFICIAL

ITEM 7D – CONSIDERATION OF A SINGLE SOURCE CONTRACT WITH HDR 25-SS-037 FOR WATER QUALITY MONITORING

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

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

SUBJECT: Consideration of a Single Source Contract with HDR 25-SS-037 for Water Quality Monitoring.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY:
Staff have contracted with HDR Engineering, Inc. for the greater part of the last ten years for professional services at Flagler County's closed landfill and other operations of Solid Waste which includes water quality monitoring, permit renewals, landfill secondary use studies, solid waste master plans, recycling facilities, transfer station studies, and contamination site assessments or other requirements.

Staff recommend entering into a five (5) year agreement with HDR Engineering, Inc. for continuity of annual services as required by the Florida Department of Environmental Protection (FDEP). Scope of services for annual requirements will be negotiated between the County and HDR Engineering, Inc., through task assignments.

The agreement has been reviewed by the Purchasing Manager and are in conformance with the purchasing policy. HDR is a multiple year contract averaging $25,000.00 per year, however over the term of the contract it exceeds $100,000.00.

STRATEGIC PLAN:
- Focus Area: Growth and Infrastructure
  - Goal 1 – Provide Quality Fundamental Infrastructure and Assets

FUNDING INFORMATION: Funding for this contract is included within the FY 2024-25 Budget within the C&D Landfill (Fund 1408) and Bunnell Landfill (Fund 1409) funds.

DEPARTMENT CONTACT: Robert Rounds, Purchasing Manager 386-313-4097

RECOMMENDATION: Request the Board to approve the HDR contract.

ITEM 7E – CONSIDERATION OF A HURRICANE LOSS MITIGATION PROGRAM (HLMP) APPLICATION IN THE AMOUNT OF $250,000

UNOFFICIAL

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

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

SUBJECT: Consideration of a Hurricane Loss Mitigation Program (HLMP) Application in the Amount of $250,000.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: Staff is seeking approval to apply for, and if awarded, enter into an Agreement with the State of Florida, through the Division of Emergency Management (FDEM) to accept funds from the Hurricane Loss Mitigation Program (HLMP).

Since 2000, the FDEM has made HLMP funds available, competitively, to eligible applicants to minimize damage caused by hurricanes through improving property resiliency through retrofits made to residential and commercial properties.

In Flagler County, the funds have been used for pre-and post-construction wind mitigation inspections and to complete all required retrofits needed to properly harden homes built prior to 2002, including shuttering all openings with one impact-rated exit, replacing roof with high wind resistance coverings and a secondary water barrier, strengthening roof to wall connections, and re-enforcing gable-end bracing. Flagler County was last awarded HLMP funding in the 2023 funding cycle and successfully completed the project, supporting resiliency improvements to 10 qualifying homes.

Eligible applicants are generally limited to a single proposal in an amount not the exceed $250,000. The HLMP funds do not require matching local funds.

The Request for Proposals (RFP) is typically issued in April of each year, and the application window is somewhat short (approximately 3-4 weeks). As such, staff requests approval to apply in advance of completing the proposal itself, to expedite the application and meet corresponding submission timelines. Housing Services successfully administered the 2023 HLMP grant, which would be mirrored in the 2025 proposal to strengthen 8-12 new homes. The grant performance period generally lasts one year from contract execution.

The Health and Human Services Department maintains a wait list of low to moderate income homeowners whose homes are built prior to 2002 and are interested in getting help hardening

- Focus Area: Public Health and Safety
  - Goal 2: Operate a Risk Reduction Program
    - Objective PHS 2.2 Collaborate with Health and Human Services Department to provide programs and services in support of risk management.

FUNDING INFORMATION: If awarded, the anticipated revenue and expenditures will be appropriated in designated accounts. Matching funds are not required.

DEPARTMENT CONTACT: Joseph Hegedus, Director Health & Human Services (386) 586-2324

RECOMMENDATION: Request the Board approve the Resolution authorizing the County Administrator, or designee to apply for, execute agreements, receive, and expend HLMP funds, to include any related documents and agreements for FY2025; as approved to form by County Attorney's office.

provide incentives that enable and preserve affordable homeownership and multifamily housing.

ITEM 7F – PURCHASING TO DISPOSE OF SURPLUS PROPERTY PURSUANT TO THE FIXED ASSET POLICY AND APPROVE THE TRADE IN OF SELECT ITEMS

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

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

SUBJECT: Request the Board Declare Items as Surplus, Removal from the County Fixed Assets and Authorize Purchasing to Dispose of Surplus Property Pursuant to the Fixed Asset Policy and Approve the Trade in of Select Items.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: Pursuant to the provisions of Chapter 274, Florida Statutes, the Board of County Commissioners must declare items as surplus and authorize the disposal of all tangible personal property, owned by the governmental unit, of a non-consumable nature. The list was sent to the Purchasing Manager to create a master list to present to the Board. Items on this list have exceeded their useful life and will be either sold, used as a trade-in, or exchanged under warranty as outlined on the attached list.

STRATEGIC PLAN:
Focus Area: Effective Government
- Goal 1 – Maintain Financial Stability

FUNDING INFO: Proceeds generated by the sale of surplus property will be deposited into the fund from which the original purchase was funded.

DEPARTMENT CONTACT: Robert Rounds, Purchasing Manager (386) 313-4097

RECOMMENDATIONS: Request the Board declare items as surplus, removal from the County's fixed asset inventory and authorize Purchasing to dispose of surplus property pursuant to the Fixed Asset policy.

ITEM 7G – CONSIDERATION OF AN APPLICATION FOR FUNDING ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FLOIRDA BOATING IMPROVEMENT PROGRAM FOR DREDGING, BULKHEAD AND RAMP IMPROVEMENTS AT BING'S LANDING BOAT BASIN

UNOFFICIAL

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

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

SUBJECT: Consideration of an Application for Funding Assistance Under the Florida Fish and Wildlife Conservation Commission's Florida Boating Improvement Program for Dredging, Bulkhead and Ramp Improvements at Bing's Landing Boat Basin.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: The Florida Fish and Wildlife Conservation Commission's Florida Boating Improvement Program provides funding through competitive grants for boating access projects and other boating related activities on coastal and/or inland waters of Florida. Bing's Landing is the most popular boat launch facility to the ICW in Flagler County and needs major dredging to provide smooth access to the ICW, especially during low tide when boaters have only 1 ½ feet of water to maneuver their vessel. A professional marine contractor has estimated that 3,000 cubic yards of silt need to be removed from the basin to improve public navigation. The boat launch ramp will also be modified to change the angle of ascent/descent into the basin, to remove a trailer pinch point and the surrounding bulkhead will be removed and replaced to ensure existing seawall stability.

STRATEGIC PLAN:
Focus Area: Growth & Infrastructure
Goal 3 – Preserve and Enhance Cultural, Recreational, & Leisure Activities.

DEPARTMENT CONTACT: Holly Albanese, Assistant County Administrator (386) 313-4078
Mike Dickson, General Services Director (386) 313-4191

FUNDING INFORMATION: As proposed, the project will cost approximately $605,000. The county is seeking $152,500 from the Florida Boating Improvement Program and is applying for $302,500 through the Florida Inland Navigation District Waterways Assistance Program. If both are approved Flagler County will only be responsible for $150,000 which will come from vessel registration fees. Staff will return to the Board to appropriate the funds when awarded.

RECOMMENDATIONS: Request the Board adopt the resolution authorizing the County Administrator to make application for funding assistance and providing grant assurances under the Florida Fish and Wildlife Conservation Commission's FY 2025-2026 Florida Boating Improvement Program for Bing's Landing Boat Basin Dredging, Bulkhead and Boat Ramp Improvements.

ITEM 7H – CONSIDERATION OF AN APPLICATION FOR FUNDING ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FLOIRDA BOATING IMPROVEMENT PROGRAM FOR DREDGING, BULKHEAD AND RAMP IMPROVEMENTS AT BING'S LANDING BOAT BASIN

UNOFFICIAL

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

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

SUBJECT: Consideration of an Application for Funding Assistance Under the Florida Inland Navigation District Waterways Assistance Program for Dredging at Bing's Landing Boat Basin along with Bulkhead and Ramp Improvements.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: The Florida Inland Navigation District Waterways Assistance Program provides funding through competitive grants for waterways improvement projects. Bing's Landing is the most popular boat launch facility to the ICW in Flagler County and needs major dredging to provide smooth access to the ICW, especially during low tide when boaters have only 1 ½ feet of water to maneuver their vessel. A professional marine contractor has estimated that 3,000 cubic yards of silt need to be removed from the basin to improve public navigation. The boat launch ramp will also be modified to change the angle of ascent/descent into the basin, to remove a trailer pinch point and the surrounding bulkhead will be removed and replaced to ensure existing seawall stability.

STRATEGIC PLAN:
Focus Area: Growth & Infrastructure
Goal 3 – Preserve and Enhance Cultural, Recreational, & Leisure Activities.

DEPARTMENT CONTACT: Holly Albanese, Assistant County Administrator (386) 313-4078
Mike Dickson, General Services Director (386) 313-4191

FUNDING INFORMATION: As proposed, the project will cost approximately $605,000. The county is seeking $302,500 from the Florida Inland Navigation District Waterways Assistance Program and is applying for $152,500 through the Florida Fish and Wildlife Conservation Commission's Florida Boating Improvement Program. If both are approved Flagler County will only be responsible for $150,000 which will come from vessel registration fees. Staff will return to the Board to appropriate the funds when awarded.

RECOMMENDATIONS: Request the Board adopt the resolution authorizing the County Administrator to make application for funding assistance under the Florida Inland Navigation District Waterways Assistant Program FY 2025-2026 for Bing's Landing Boat Basin Dredging, Bulkhead and Boat Ramp Improvements and providing grant assurances.

ITEM 7I – CONSIDERATION OF AN APPLICATION FOR FUNDING ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FLOIRDA BOATING IMPROVEMENT PROGRAM FOR DREDGING, BULKHEAD AND RAMP IMPROVEMENTS AT BING'S LANDING BOAT BASIN

UNOFFICIAL

March 17, 2025
Regular Meeting

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

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

**This item was updated on March 13, 2025*

SUBJECT: Consideration of Award for Request for Proposals 25-RFP-031, with Netsync Network Solutions Inc., in the Amount of ~~$264.851.24~~ $183,797.32.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: A Request for Proposals (RFP) was advertised on OpenGov and through the E-rate portal 470 form. RFP 25-RFP-031 requested proposals from qualified firms under the E-Rate category two for Equipment and services. This equipment will be used for the Nexus Center and is already included in the FF&E project costs. E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). The program provides a budget over a five-year period to all schools and libraries in the system to assist with the cost of related equipment and services. The five-year funding cycle is from 2021 – 2025. The Flagler County Public Library System under the BEN # 127579 has $160,000 in funding currently available. Our discount rate under E-Rate is 80/20 match and is funded on a reimbursement basis.

On January 30, 2025, the County received two (2) responses. The evaluation committee reviewed the proposals and staff recommend entering into agreement with Netsync Network Solutions Inc. The total quote for network equipment and software is ~~$181,498.68~~ $183,797.32. Using the method of 80/20 match, should we be approved, we will receive at least ~~$145,198.95~~ $147,037.86 from the E-Rate Discount Program. This funding will help to reduce the costs as Flagler County will only be required to pay 20% for the network equipment needed to complete the project.

To qualify and guarantee E-Rate funding, a fully executed agreement must be submitted with FCC Form 471. The County is required to file the FCC Form 471 with USAC (Universal Service Administrative Company) on or before March 26, 2025, at 11:59 p.m. EDT, the date that the filing window closes.

STRATEGIC PLAN:
Focus Area: Growth and Infrastructure
Goal 3 – Preserve and Enhance Cultural, Recreational & Leisure Activities.

DEPARTMENT CONTACT: Jessica Martin, Procurement Coordinator (386) 313-4063
Holly Albanese, Assistant County Administrator (386) 446-6763

FUNDING INFORMATION: Funding is included in the Adopted FY24-25 Budget within the Library and Bunnell Library divisions.

RECOMMENDATIONS: Request the Board approve the award for Request for Proposals 25-RFP-031 Library E-Rate Equipment with Netsync Network Solutions, Inc. up to the amount of ~~$264.851.24~~ $183,797.32, authorize the Chair to execute all necessary documents associated with accepting and implementing said agreement, including any amendments approved as to form by the County Attorney.

ITEM 7J – CONSIDERATION OF AN APPLICATION FOR FUNDING ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FLOIRDA BOATING IMPROVEMENT PROGRAM FOR DREDGING, BULKHEAD AND RAMP IMPROVEMENTS AT BING'S LANDING BOAT BASIN

UNOFFICIAL

March 17, 2025
Regular Meeting

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

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

This item was updated on March 11, 2025

SUBJECT: Consideration of Award for Request for Proposals 25-RFP-028, E-Rate Internet Services with Charter Communications Operating, LLC in the Amount of ~~$10,032.00~~, $10,003.20.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: A Request for Proposals (RFP) was advertised on OpenGov and through the E-rate portal 470 form. RFP 25-RFP-028 requested proposals from qualified firms under the E-Rate category of Telecommunications and Internet Access for a one-year award for both the main library and Bunnell branch. E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States (and U.S. territories) to obtain affordable telecommunications and Internet access.

On January 30, 2025, the County received one (1) response. The evaluation committee reviewed the proposal and staff recommend entering into agreement with Charter Communications Operating LLC for a period of one (1) year commencing July 1, 2025.

The main library will have an increase from the current bandwidth of 500Mbps synchronous to 1 Gbps and the Bunnell branch will increase from 200Mbps to 10Gbps per the recommendation of the Innovation Technology Department. Without the E-Rate discount, the cost would be $50,016.00 for the year. With the E-Rate discount of 80%, the County will recognize savings of ~~$39,984.00~~ $40,012.80 for the term of the agreement.

To qualify and guarantee E-Rate funding, a fully executed agreement must be submitted with FCC Form 471. The County is required to file the FCC Form 471 with USAC (Universal Service Administrative Company) on or before March 26, 2025, at 11:59 p.m. EDT, the date that the filing window closes.

STRATEGIC PLAN:
Focus Area: Growth and Infrastructure
Goal 3 – Preserve and Enhance Cultural, Recreational & Leisure Activities.

DEPARTMENT CONTACT: Jessica Martin, Procurement Coordinator (386) 313-4063
Holly Albanese, Assistant County Administrator (386) 446-6763

FUNDING INFORMATION: Funding is included in the Adopted FY24-25 Budget within the Library and Bunnell Library divisions.

RECOMMENDATIONS: Request the Board approve the award for Request for Proposals 25-RFP-028 E-Rate Internet Services with Charter Communications Operating, LLC in the amount of ~~$10,032.00~~ $10,003.20, for a term of one (1) year, authorize the Chair to execute all necessary documents associated with accepting and implementing said agreement, including any amendments approved as to form by the County Attorney.

ITEM 7M – CONSIDERATION OF AN APPLICATION FOR FUNDING ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FLOIRDA BOATING IMPROVEMENT PROGRAM FOR DREDGING, BULKHEAD AND RAMP IMPROVEMENTS AT BING'S LANDING BOAT BASIN

UNOFFICIAL

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

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

SUBJECT: Consideration of Approval of a State Funded Grant Agreement with Flagler County and Florida Department of Environmental Protection (FDEP), Providing Funding to Improve and Increase Management of Lehigh Greenway Rail Trail.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: Through the Local Trail Management Grant program provided by the State of Florida Department of Environmental Protection, Flagler County is being provided with $200,000.00 to improve the Lehigh Greenway Rail Trail and purchase equipment necessary for its continued management.

Receiving this grant funding will enable General Services staff to replace the aging wooden deck boards with durable composite deck boards, significantly enhancing the trails safety and longevity. Additionally, the funding will be used to purchase a utility vehicle, a debris blower, and utility trailer, providing the essential tools for effective trail management and ongoing maintenance. Procurement for these purchases will be done following the county's procurement policies, ensuring a transparent and efficient process. This investment will help ensure that Lehigh Trail remains in excellent condition for years to come.

STRATEGIC PLAN:
Focus Area: Growth and Infrastructure
- Goal 1- Provide Quality Fundamental Infrastructure

FUNDING INFORMATION: Funding for this agreement in the amount of $200,000 will be appropriated upon approval of the Unanticipated Revenue Resolution. This grant requires a local match of $25,000.00, which Flagler County General Services is providing as an in-kind match through internal labor.

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

RECOMMENDATION: Request the Board (1) Approve the State Funded Grant Agreement (TG043) authorizing the Chair to execute the agreement as approved to form by the County Attorney, (2) approve the unanticipated revenue resolution, and (3) amend the FY 2024-25 CIP

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

ITEM 7K – CONSIDERATION OF AN APPLICATION FOR FUNDING ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S FLOIRDA BOATING IMPROVEMENT PROGRAM FOR DREDGING, BULKHEAD AND RAMP IMPROVEMENTS AT BING'S LANDING BOAT BASIN

UNOFFICIAL

March 17, 2025
Regular Meeting

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

SUBJECT: Consideration of a Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for the Design to Install Wildlife Fence (project #AP23004) at the Flagler Executive Airport in the Amount of $17,040.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: On July 10, 2023, the Board accepted an FAA grant in the amount of $191,700, which will fund 90% of the design to install a perimeter wildlife fence. With this action, staff is bringing forward for consideration, a Resolution and a FDOT Public Transportation Grant Agreement (PTGA) in the amount of $17,040, which will cover 8% of the design, and the remaining 2% would be covered by the Airport Enterprise.

Below is a table depicting the funding sources for this project.

Project	FAA	FDOT	Airport	Total
Wildlife Fence - Design	$191,700	$17,040	$4,260	$213,000

The Flagler Executive Airport's 2016 Wildlife Hazard Assessment (WHA) recommended replacing the existing Airport perimeter fencing as funding allowed to address breaches to the fencing by wildlife. This design project includes plans to construct replacing the current perimeter fence and adding new wildlife fencing based on the 2016 WHA recommendations. The east side of the airport has heavy vegetation growth, which acts as a natural barrier, but no fencing. The design will consist of constructing approximately 22,150 linear feet of perimeter wildlife fencing to surround the airfield only. The fence will be ten-foot galvanized fence fabric (aka chain-link) with three-strand barbed wire and have two-to-three feet of fabric (chain-link) vertically buried. The design will not include fencing at or near buildings, parking areas, tenant enclosures, or other non-airfield perimeter areas. The design will also include three (3) new gate installations as well as a road to access the fencing.

STATEGIC PLAN:
Focus Area: Growth and Infrastructure
Goal 1 – Provide Quality Fundamental Infrastructure

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 Board has previously accepted an FAA Grant in the amount of $191,700, which will fund 90% of the above-described project. The FDOT PTGA will fund a total of $17,040 (8%) and the Airport Enterprise will fund $4,260 (2%) as outlined in the above table. Funding for this agreement in the amount of $17,040 will be appropriated upon approval of the Unanticipated Revenue Resolution and $4,260 upon approval of the budget transfer from Airport reserves.

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

RECOMMENDATIONS: Request the Board approve the Resolution and FDOT PTGA authorizing the Chair to execute the Resolution and agreement as approved to form by the County Attorney, approve the unanticipated revenue resolution, budget transfer, and amend the FY 2024-25 CIP.

(Item 7k continued)

Roy Sieger, Airport Director reviewed the item.

Commissioner Carney stated she doesn't have a question but pulled this item for the same reason she's pulled everything at the airport due to the airport zoning ordinance. Referred her colleagues to the backup where it stated one of the local government requirements is the airport zoning ordinance. This is the reason she will not vote for this.

Chair Dance asked if the board still has the latest letter or if anything changed from FDOT in regard to their letter to proceed.

County Administrator Petito answered nothing's changed. Continued to say the last update that we had given them was the adopted ordinance at the end of May. Stated we're on track to bring in back for the BOCC first reading at the April 7th meeting and the second and final reading is the second meeting in April.

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

Commissioner Pennington stated this is primarily because the FDOT portion of the grant required that the ordinance be in place.

Chair Dance answered that's correct.

Commissioner Pennington stated 90% of this is FAA.

Mr. Sieger answered that is correct.

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Commissioner Carney stated the resolution still puts us in the same grant.

Mr. Sieger answered yes.

Commissioner Pennington stated from a pragmatic, holistic approach, she doesn't disagree with Commissioner Carney. Stated we shouldn't be signing agreements that hold us to something, even if we have some sort of letter. Added she thinks the contract overrides the letter. Continued to say she could also argue that the majority of this project is through the FAA who do not hold our feet on the ordinance.

(Item 7k continued)

Chair Dance opened public comment.

There was none.

Chair Dance closed public comment.

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

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ITEM 7L – CONSIDERATION OF AN APPLICATION FOR FUNDING ASSISTANCE

UNOFFICIAL

March 17, 2025
Regular Meeting

UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION

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

SUBJECT: Consideration of Work Authorization No. WA-1, which Establishes the Scope of Services and Compensation for Hoyle, Tanner & Associates, Inc. under Flagler County Contract RSQ 25-002Q to Install Wildlife Fence (Design) at the Flagler Executive Airport in the Amount of $213,000.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: On July 10, 2023, the Board accepted an FAA grant in the amount of $191,700, which will fund 90% of the design to install a perimeter wildlife fence. A companion item being considered on the same meeting agenda, is for the acceptance of a FDOT Public Transportation Grant Agreement (PTGA) in the amount of $17,040. With this action, staff are bringing forward for consideration Work Authorization No. WA-1, which establishes the Scope of Services and Compensation for Hoyle, Tanner & Associates, Inc. (HTA) to design a perimeter wildlife fence.

Below is a table depicting the funding sources for this project.

Project	FAA	FDOT	Airport	Total
Wildlife Fence - Design	$191,700	$17,040	$4,260	$213,000

The Flagler Executive Airport's 2016 Wildlife Hazard Assessment (WHA) recommended replacing the existing Airport perimeter fencing as funding allowed to address breaches to the fencing by wildlife. This design project includes plans to construct replacing the current perimeter fence and adding new wildlife fencing based on the 2016 WHA recommendations. The east side of the airport has heavy vegetation growth, which acts as a natural barrier, but no fencing. The design will consist of constructing approximately 22,150 linear feet of perimeter wildlife fencing to surround the airfield only. The fence will be ten-foot galvanized fence fabric with three-strand barbe wire and have two-to-three feet of fabric vertically buried. The design will not include fencing at or near buildings, parking areas, tenant enclosures, or other non-airfield perimeter areas. The design will also include three (3) new gate installations as well as a road to access the fencing.

STATEGIC PLAN:
Focus Area: Growth and Infrastructure
- Goal 1 – Provide Quality Fundamental Infrastructure

RECOMMENDATIONS: Request the Board approve Work Authorization No. WA-1 under Flagler County Contract RSQ 25-002Q for Hoyle, Tanner & Associates, Inc., authorizing the Chair to execute the agreement.

Flagler Executive Airport.

FUNDING INFORMATION: Flagler County has previously accepted an FAA Grant in the amount of $191,700, which will fund 90% of the above-described project. FDOT will fund a total of $17,040 (8%) and the Airport Enterprise will fund $4,260 (2%) as outlined in the table above. The consideration of FDOT and local funding mentioned is included on a separate companion agenda item at today's meeting.

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

COMMISSION'S FLOIRDA BOATING IMPROVEMENT PROGRAM FOR DREDGING, BULKHEAD AND RAMP IMPROVEMENTS AT BING'S LANDING BOAT BASIN

(Item 7l continued)

Chair Dance read the item. Asked if it's design and construction.

Roy Sieger, Airport Director answered it's just design.

Commissioner Pennington asked if it's the same funding.

Mr. Sieger answered yes.

Commissioner Pennington stated probably what's being seen here is frustration votes with the ordinance.

Mr. Sieger stated he understands.

A motion was made by Commissioner Hansen to approve Item 7l. Seconded by Commissioner Richardson.

Chair Dance opened public comment.

There was none.

Chair Dance closed public comment.

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

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GENERAL BUSINESS

ITEM 8A – CONSIDERATION OF APPROVAL OF RECOMMENDED SHORTLIST OF DESIGN-BUILD TEAMS AND AUTORIZE EXECUTION OF STIPEND AGREEMENTS WITH THE UNSUCCESSFULL SHORT-LISTED TEAMS FOR THE PHASED BEDISGN-BUILD (PDB) PROJECT CONTRACT FOR THE ECO-DISCOVERY CENTER PROJECT

UNOFFICIAL

March 17, 2025
Regular Meeting

The following was requested by Robert Round, Purchasing Manager and Hamid Tabassian,

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

**This item was updated on March 17, 2025*

SUBJECT: Consideration of Approval of Recommended Shortlist of Design-Build Teams and Authorize Execution of Stipend Agreements with the Unsuccessful Short-Listed Teams for the Phased Design-Build (PDB) Project Contract for the Eco-Discovery Center Project.

DATE OF MEETING: March 17, 2025

OVERVIEW/SUMMARY: Phased (Progressive) Design-Build (PDB) delivery method places the responsibility for design and construction of the project into a single contract and allows for more collaboration during the design development process. PDB is generally procured in a two-step process; a Request for Qualifications (RFQ) is issued to short-list proposers based on qualifications and approach to the project alone. Then a Request for Proposals (RFP) is issued for submitting technical and price proposals by the short-listed teams for design services, preconstruction services, general conditions, construction management fees and profits for the best value selection based on the technical and fee proposals. Once the design-builder is selected, the project delivery is phased and collaborative; Phase I is the design services and preconstruction services, and Phase II is the project construction. During Phase I, the project's design, cost-estimating, construction schedule, and construction Guaranteed Maximum Price (GMP) are developed. If the County and design-builder agree on the schedule and the GMP, then the construction work is completed during Phase II. In the PDB delivery method, some form of compensation (stipend) is provided to the unsuccessful design build teams to encourage qualified teams to participate and ensure fairness, leading to a better final outcome for the project. It is with the understanding that design build teams invest a considerable amount of time and resources in creating competitive proposals and designs, as well as providing them reimbursement for their unique or valuable ideas, intellectual property or innovative solutions that can be used in this project.

On December 17, 2024, in step one of the procurement process, Request for Qualifications (RFQ) No. 25-020Q was issued through the OpenGov Procurement System, seeking proposals indicating team qualifications from qualified proposers to provide PDB services for design, permitting and construction of the Flagler County Visitor Eco-Discovery Center, an approximately 10,000 square foot facility.

On February 5, 2025, seven (7) submissions were received. On February 26, 2025, the evaluation committee ranked proposals; staff are recommending the following top three (3) ranked firms to be short-listed and advanced into step two of the procurement process.

1. The Collage Companies
2. Auld & White Constructors LLC
3. Sauer Construction

In step two of the procurement process, after the execution of the stipend agreements, a Request for Proposals (RFP) to include the criteria, requirements and provisions of the design and preconstruction services phase (Phase I), and construction phase (Phase II) will be issued to the short-listed teams to prepare and submit technical proposals and price proposals consisting of a mark-up proposal that will be applied as a percentage to the direct costs to compensate the Design-Build firm for all profit and home office overhead costs as defined in RFP for evaluation and final selection. Normally, a stipend is paid to the unsuccessful Design-Build teams to partially offset the engineering efforts required in preparation of technical

County Engineer:
(Item 8a continued)

proposals and in producing a conceptual design technical proposal, subject to meeting the minimum technical requirements outlined in the RFP.
Staff recommend the above shortlist of Design-Build teams and authorize execution of stipend agreements with the short-listed teams, providing a payment of $15,000 to each of the unsuccessful short-listed teams after evaluation of technical proposals in step two of the procurement process and award of the Phased Design-Build (PDB) project contract for the Eco-Discovery Center Project.

FUNDING INFORMATION: Funding for this expenditure is included in the Tourist Development Tax-Promotion Fund (Fund 1110) .

STRATEGIC PLAN:
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.

DEPARTMENT CONTACT: Hamid Tabassian, PE, DBIA, County Engineer, 386-313-4046
Robert Rounds, Procurement Manager, 386-313-4097

RECOMMENDATIONS: Request the Board to approve the recommended shortlist of Design-Build teams and authorize execution of stipend agreements with the teams, providing a payment of $15,000 to each of the unsuccessful short-listed teams after evaluation of technical proposals in the procurement step 2 and award of the Phased Design-Build (PDB) project contract for the Eco-Discovery Center Project.

Hamid Tabassian, County Engineer gave a review of the item.

Commissioner Pennington clarified that this is a $15,000 stipend for everyone that we don't award to.

Mr. Tabassian answered just two of them.

Commissioner Pennington asked if we've done this before.

Chair Dance answered no.

Commissioner Pennington asked what the benefit of doing this is.

Mr. Tabassian answered for the eco-discovery center in particular, a year ago the tourism department hired a design consultant to prepare conceptual plans rendering the layout of the project and with a rough order of magnitude cost that went into their programming. Stated after further consideration and looking at different delivery matters, it has been determined to move forward with a phased design build delivery.

(Item 8a continued)

Mr. Tabassian continued to say in a design build, it puts the responsibility of the design and construction of the project on one firm. Stated in a phase design build, the advantage is that it's not only gives the owner (the County) more leeway on the design of the project unlike the traditional design build that you award the contract in one phase as a lump sum based on the conceptual design. Stated with the phased design build we would be able to review the design plans to the liking of all stakeholders and make sure that it meets all the requirements and how it needs to be before we move into the construction phase. Stated in the phased design build once we are completed with the design, the design build team would bid the project components and provide us with a guaranteed maximum price. Added another advantage of this approach is that the contractor and designer work together to design a project that meets the County needs and is within the budget that we got.

Chair Dance asked if during this program, we could put a maximum cost to not to exceed and have them design the building based on that.

Mr. Tabassian answered that is correct.

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Chair Dance clarified that with this payment to the non-winning firms, that's so that the information that they submit to us is now owned by us and it allows us to pick and choose the best ideas for the contractor that we select.

Mr. Tabassian answered yes.

Chair Dance stated we're not asking them to bid on that specific design; the design can come back a little bit different.

Mr. Tabassian answered yes.

Discussion continued.

Commissioner Pennington asked if this is our new approach or if it's just this particular project.

Mr. Tabassian answered this project and the emergency facility at the fairgrounds as well.

Commissioner Hansen stated in the item it says we're going to provide a payment of $15,000 to each of the unsuccessful shortlisted teams but it doesn't say anywhere how much money the winner gets.

Mr. Tabassian answered the winner is going to get the job.

(Item 8a continued)

Commissioner Hansen asked what happens if we decide not to build it.

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Mr. Tabassian answered we are not committing to award the project.

Jorge Salinas, Deputy County Administrator stated the person that wins the proposal out of the three candidates will still have to come back to the BOCC to get awarded a contract with the cost all the other things that are normally done. Stated this is only the shortlist process to identify the best design firm. Added that besides owning the design elements from the unsuccessful bidders that you can incorporate into the design moving forward, it streamlines the process and provides more accountability. Stated in the past you can have somebody design something and then the person that is building has an issue with the design. Stated this holds the entire accountability with one contractor.

Commissioner Richardson asked how you manage two masters' when you have the third. Stated the builder has their plan in mind and now you've got two different people giving them input. Asked where's the final decision made.

Mr. Tabassian clarified when we have the designer and contractor together.

Commissioner Richardson stated yes, you're serving two masters.

Mr. Tabassian answered those two are working together. Added typically in a design build, one of them is going to come and sign the contract with the County.

Discussion continued.

Commissioner Carney asked if the City of Bunnell is building their new city hall using collage.

Chair Dance answered he doesn't think they went through this exact process, but they do have collage. Stated as he understands, FDOT has used this.

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Mr. Tabassian answered yes.

Chair Dance stated it's best suited for unique or innovative projects. Added this is a way to compensate the professionals that are spending time to come up with an innovative concept. Stated it's important that it remain within the project limits that we've stipulated earlier. Stated there's comfort in not exceeding the $13 million because that's what we've got allocated. Added to Commissioner Hansen's comments that the two non-winning ones are getting the $15,000 and the winning contractor is taking a gamble that the project goes through.

(Item 8a continued)

Mr. Tabassian stated should the BOCC decide not to move forward and cancel the whole project, they would recommend paying all three of them.

Chair Dance asked if that would come back to the BOCC at a later date.

Mr. Tabassian answered yes.

Commissioner Pennington asked Ms. Lukasik if we don't get the $3 million from the legislative appropriation, what's the plan.

Amy Lukasik, Tourism Director stated currently we have approved by the BOCC and TDC $1.6 million which is the bucket we're looking at for this first phase. Added approved from the TDC was a little over $10.3 million. Continued to say if we don't get the $3 million then we would work with the selected contractor and say here is our budget so give us your best product with your best price.

Commissioner Pennington asked if the $1.6 million was from the general fund.

Ms. Lukasik answered no, it's 100% TDC.

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Commissioner Pennington asked if we would be charged again if the project amount changes.

Ms. Lukasik answered no.

Commissioner Pennington stated right now we're going to go to these three firms and say we think we earmarked $13 million.

Ms. Lukasik stated right now no.

Mr. Tabassian stated at this time we are just asking for a concept. Added giving them approximate based on that budget that we have right now and giving them the approximate construction budget too. Stated that doesn't mean that we are locked in and going to the next phase. Stated if the BOCC doesn't feel comfortable with the stipend, they can issue the RFP without requesting them to provide their conceptual proposed plan for the project. Added we can go through and ask them for their qualification and their markup percentage for the construction work, cost of work during construction, and make the determination in a step two based on that.

Commissioner Pennington asked if the $30,000 is general fund.

(Item 8a continued)

Commissioner Hansen answered no, it's TDC. Added he likes this approach.

Ms. Lukasik stated the images that we've been seeing are the conceptual renderings. Stated it was to help get the project started, create marketing packages, and put the vision to life. Added we are not married to it. Continued to say there could be a completely different approach and concept someone may have to do it better, quicker, and cheaper. Stated that's what they're hoping to get between this competitive process and if we only end up with the $10.3 million then that's what we have for the project.

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Chair Dance stated it's kind of like notification to the three firms that they've been selected to move forward, they won't do anything until we get final determination from the legislature, and we won't release them to do design work until we get confirmation from the legislative process that it's worked out or no and then they can be released knowing what the maximum budget is going to be.

Commissioner Hansen responded no.

Commissioner Pennington stated we're doing this before we know what the max budget is.

Chair Dance stated we can't release them until we know it's $10 million or $13 million.

Mr. Tabassian stated we were going to release the RFP after the BOCC approval tonight to get their concept.

Chair Dance stated $3 million is too much wiggle room.

Discussion continued about the process.

Commissioner Hansen asked when the concepts will be done.

Mr. Tabassian answered they anticipate it to be completed in June. Stated they want to give them approximately two months to prepare their technical proposal.

Chair Dance stated as long as all of the information is portrayed in the documents that we send them about the budget being flexible right now so we're looking at concepts within this range.

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Mr. Tabassian stated those are specified in the RFP and understood to the design builders.

(Item 8a continued)

Chair Dance stated the designers time is valuable and acquiring unique concepts to be able to pick the most appropriate one for the site. Added it's a unique site and it's got a unique function so we're blending a lot of different components together to try and get the right building for this site. Continued to say having the flexibility and design is probably a good way to go. Stated now that we've fleshed out the timeline, he thinks it works.

Commissioner Pennington stated it's important because we have two new commissioners. Stated by committing to this and committing to our legislative ask, later on as we go down the process, we're going to commit to the $10.3 million that the TDC's put up. Stated if there are any hiccups with the beach funding or anything else, we've committed to Ms. Lukasik and the TDC that we're going to allow that $10.3 million to leave and go to this project regardless of the legislative ask.

Commissioner Hansen clarified today's ask.

A motion was made by Commissioner Hansen to approve the shortlist of designated build teams and authorize execution of stipend agreements with the teams, providing a payment of $15,000 to each of the unsuccessful shortlisted teams after evaluation of their technical proposals in the procurement step two. Seconded by Commissioner Carney.

Chair Dance opened public comment.

There was none.

Chair Dance closed public comment.

Chair Dance called the question. Motion carried unanimously.

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PUBLIC HEARINGS - NONE

ITEM 10A - COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Petito reported the following: None

ITEM 10B - COUNTY ATTORNEY REPORT/COMMENTS

County Attorney Hadeed reported the following:

- Provided an update on the Dixie Motel hearing. Stated the court asked us to prepare an order that grants relief around some parameters that the judge provided.
- Provided an update on the Sears site case. Stated 50% of that case was settled and we're essentially able to get our money back but now we want to get back all of the money that we spent in shoring up the building and making it usable. Continued to say that's been set for a trial term in August.
- Announced he will be retiring in August and stated he is going to prepare a work plan for transitioning.
- Gave a shout out to the Clerk's office.

ITEM 10C – COMMUNITY OUTREACH

Raymond Royer, Flagler County resident thanked County Attorney Hadeed for his service.

ITEM 10D – COMMISSION REPORTS/COMMENTS/ACTION

Commissioner Hansen wished to encourage all his fellow commissioners, we're getting close on the beach management plan, and this is a historical time for us to get this done.

Commissioner Pennington asked when the beach discussion is coming back to the BOCC.

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County Administrator Petito answered they don't have a set time. Stated next steps were to draft an interlocal agreement, share it with the municipalities through a workshop, and then have them adopt it. Stated she believes maybe April or May timeframe to align with the budget.

Commissioner Pennington asked if it's been determined what services are going to be offset due to us now dedicating millage and pieces of the existing sales tax.

County Administrator Petito answered the current half-cent sales tax is used for infrastructure so essentially it would delay any other infrastructure projects we have.

Commissioner Pennington stated she was told they may drag roads less and asked if that's the case.

(Item 10d continued)

County Administrator Petito answered no, this is capital not maintenance.

Commissioner Pennington asked about the dedicated millage.

County Administrator Petito answered historically every year, we've been able to reduce the millage a tenth of a mill but what we were looking at doing is rather than reducing it, just reallocation.

Commissioner Pennington asked if the grant that was mentioned in the city meeting was new.

County Administrator Petito answered they received a lot of feedback when visiting each municipality especially about what if people have trouble paying. Stated Beverly Beach for example, discussed whether or not there would be some form of a grant, or they may have the ability to carve out money from the town to forego the grant.

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Commissioner Pennington asked if the grant would be offset by the general fund.

County Administrator Petito answered she's not sure if they've looked through it all. Stated it could be Ad-Valorem, half cent, or various things. Grant might not be necessary.

Chair Dance stated the Bunnell and Palm Coast ILAs are going to be the easiest to put together. Stated the others are going to have to come back to us as we finalize.

Commissioner Pennington stated District 4 has a lot of flooding issues and roads that need to be paved so she does not support the grant piece of this and can't support the half cent for this.

Commissioner Carney shared what she has attended since the last regular meeting. Stated she would like to see the search begin as soon as possible for County Attorney to give a good amount of time to relay County Attorney Hadeeds knowledge to the next in line.

Commissioner Richardson shared a few things that she has been attending.

Chair Dance congratulated the new Bunnell Commissioner's and Flagler Beach Commissioner's. Stated the questions that we still have about the beach is the same questions that the public has. Continue to ask questions to help with the Q&A for the public.

Commissioner Carney stated we don't have a clear funding plan.

(Item 10d continued)

Commissioner Hansen disagreed and stated we have a very clear funding plan.

Commissioner Carney stated we haven't voted on it.

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Chair Dance stated it's been presented so that we can get feedback from the different councils. Echoed Commissioner Pennington's comments about the west side and stated it's important to have discussion with them to ensure their projects will still be taken care of.

Commissioner Pennington stated the main thing is stormwater.

Chair Dance commented on the retreat's recommendation from Commissioner Carney. Stated if everybody has the appetite for more discussion on the comp plan then he will need consensus.

Commissioner Pennington agreed that the comp plan could be a full workshop of its own.

County Administrator Petito asked if there was something specific about the comp plan or if they are talking about starting from the beginning.

Commissioner Carney stated she needs to see how it works and what the next steps are.

Chair Dance stated the LDR is going to be redone.

Commissioner Carney stated there are things that say, on a quarterly basis Flagler County will do blank, asked if we are actually going to do that or if we're just putting it in a book.

Chair Dance stated staff's listening to the BOCC input and all of the feedback with the community to help guide the comp plan renovations and changes.

County Administrator Petito provided a correlation between the comp plan and the LDC.

UNOFFICIAL

Chair Dance stated after the next comp plan review coming up to then follow it with a review of the entire plan to allow for questions.

Commissioner Pennington stated it may be helpful to highlight what is new to the comp plan and how it may impact.

Chair Dance stated to also show how things would be implemented in the LDC. Thanked staff for kicking off the citizens academy.

ADJOURNMENT

The meeting was adjourned by consensus at 7:43 p.m.

APPROVED AND ADOPTED _____

ATTEST:

Tom Bexley
Clerk of the Circuit Court & Comptroller

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

_____
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: April 21, 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.

The County also is presently planning to commence yet more work. The County is putting together a new project in Reach 3, extending from Reach 2 and continuing north all the way to Washington Oaks State Park. The County was able to obtain appropriations to perform this work. Further, the County's eligibility for Category G funding from FEMA is pending. Eligibility will increase substantially the amount of financial support for this extension of dune work. The County will need to procure easements and is working on securing truck hauled sand and construction services. To perform this work on an expedited schedule, the County will need to invoke its emergency procurement authority under Florida law and its emergency proclamation.

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 emergency procurement and the issuance of emergency administrative orders, as necessary.

The County is pursuing these project initiatives 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

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

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 – April 14, 2025
2. Proclamation Declaring a Local State of Emergency – April 21, 2025

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

April 14, 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 14th day of April 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: 2025.03.26 13:50:15 -04'00'

Sean S. Moylan
Deputy County Attorney

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

April 21, 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 21st day of April 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: 2025.03.26 13:50:49 -04'00'

Sean S. Moylan
Deputy County Attorney

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

SUBJECT: Consideration of Change in Scope of Work in Flagler County Contract 22-047P with Black Creek Integrated Systems Corp. to Allow for Installation of Inmate Safety System at Kim C. Hammond Justice Center and Corresponding Increase in Contract Price.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: In 2022 Flagler County IT identified the Kim C. Hammond Justice Center Inmate Safety System as approaching end-of-life by 2025 and in need of replacement. In 2024 this project was adopted into the FY25 Capital Improvement Program. This scheduled and budgeted project overhauls, refreshes, and standardizes this system to current FCSO Inmate Safety standards and will be authorized by incorporating the terms and conditions of the Proposed Scope of Work into Flagler County Contract 22-047P. This project is expected to be completed this fiscal year.

STRATEGIC PLAN:
Focus Area: Growth and Infrastructure
Goal 1 - Provide Quality Fundamental Infrastructure

FUNDING INFORMATION: Funding in the amount of $882,000 was included in the FY 2024-25 Adopted Budget in the ½ Cent Sales Tax Fund (Fund 1311).

DEPARTMENT CONTACT: Matthew Rivera, Chief Information Officer (386) 313-4281

RECOMMENDATIONS: Recommend the Board approve a change in the Scope of Work and an increase in the amount of $881,492.00 to contract 22-047P to allow for the installation of the FCSO standard Inmate Safety System at the Kim C. Hammond Justice Center.

ATTACHMENTS:
1. Contract 22-047P
2. Statement of Work
3. Single Source Form

04/01/2025 Requested by Chris Torres
04/04/2025 Approved by Financial Services Director E. John Brower RJR BE

FLAGLER
COUNTY
FLORIDA

Contract No. 22-047P

Inmate Facility Camera and Access Control

Between

Flagler County Board of County Commissioners

and

Black Creek Integrated Systems Corp.

SERVICES CONTRACT FOR 22-047P

THIS AGREEMENT is made and entered by and between FLAGLER COUNTY, a political subdivision of the State of Florida, ("COUNTY"), located at 1769 East Moody Blvd., Bunnell, FL, 32110, and Black Creek Integrated Systems Corp., an Alabama for-profit corporation, ("SUPPLIER") located at 2900 Crestwood Blvd., Irondale, AL, 35210, and duly authorized to conduct business in the State of Florida. COUNTY and SUPPLIER are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, SUPPLIER engages in the business of Inmate Facility Camera and Access Control; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain SUPPLIER to render the services described in this Contract; and

WHEREAS, this Contract is a result of SUPPLIER'S submission of a response to the COUNTY's Request for Proposals for Inmate Facility Camera and Access Control and the COUNTY thereafter conducting a competitive selection process.

NOW, THEREFORE, the COUNTY and SUPPLIER, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

SUPPLIER shall provide services as described in Exhibit A, Scope of Services, inclusive of item 3.03.02.01, Alternate #1, which is incorporated herein.

ARTICLE 2. EXHIBITS INCORPORATED

This Contract consists of a primary contract and the following exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Contract. In the event of a conflict between the terms and conditions provided in the Articles of this Contract and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

A. This Contract shall commence on the date it is fully executed by the PARTIES ("Effective Date"). This Contract shall remain in force for one year unless terminated by COUNTY pursuant to Article 8.

B. COUNTY reserves the right to extend the initial term of one year and one additional one year period not to exceed a total contract term of three years. County may extend the initial term or the additional term by providing written notice to the SUPPLIER at least thirty days prior to the then-existing term.

ARTICLE 4. COMPENSATION

A. SUPPLIER shall be compensated for all services rendered and expenditures incurred in providing the services specified in **Exhibit A**.

B. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify SUPPLIER that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.

B. COUNTY shall have the right to retain from any payment due SUPPLIER under this Contract, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by SUPPLIER on any other Contract between SUPPLIER and COUNTY.

C. All costs of providing the services shall be the responsibility of SUPPLIER, as more particularly described in **Exhibit B**.

D. Any dispute between COUNTY and SUPPLIER with regard to the percentage of the Work that has been completed or SUPPLIER'S invoice shall be resolved pursuant to the dispute resolution procedures established by Flagler County Procurement Code and Article 10 of this Contract.

ARTICLE 6. RESPONSIBILITIES OF SUPPLIER

A. SUPPLIER shall appoint an Agent with respect to the services to be performed by SUPPLIER pursuant to this Contract. SUPPLIER'S Agent shall have the authority to make representations on behalf of SUPPLIER, receive information, and interpret and define the needs of SUPPLIER and make decisions pertinent to services covered by

this Contract. SUPPLIER'S Agent shall have the right to designate other employees of SUPPLIER to serve in his or her absence. SUPPLIER reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

B. SUPPLIER shall perform the work in accordance with the terms and conditions of this Contract.

C. SUPPLIER shall ensure that all employees assigned to render services under this Contract are duly qualified, registered, licensed, or certified to provide the services required.

D. SUPPLIER shall be responsible for collecting all existing data required for the successful completion of each task.

E. SUPPLIER shall not engage in any obligations, undertakings, contracts, or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Contract. SUPPLIER attests to this via an Affidavit of No Conflict, **Exhibit C**.

F. SUPPLIER shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of SUPPLIER'S work under this Contract. SUPPLIER shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. SUPPLIER shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same.

G. SUPPLIER shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. SUPPLIER shall not sublet, assign or transfer any services under this Contract without prior written consent of COUNTY.

H. COUNTY may require in writing that SUPPLIER remove from the project any of SUPPLIER'S personnel that COUNTY determines to be incompetent, careless, or otherwise objectionable. No claims for an increase in compensation or extension of the Contract term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall appoint an individual to serve as County Representative for purposes of this Contract. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make

decisions pertinent to services covered by this Contract. COUNTY reserves the right to designate a different County Representative at any time during the term of this Contract.

B. COUNTY shall make available, at no cost to SUPPLIER, information relative to the project that is useful in the performance of the Scope of Services, Exhibit A.

C. COUNTY shall provide prompt notice to SUPPLIER whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Contract.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of SUPPLIER and shall respond and issue notices in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist SUPPLIER. The availability and necessity of said personnel to assist SUPPLIER shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to SUPPLIER.

ARTICLE 8. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to SUPPLIER, to terminate this Contract, in whole or in part, for failure to substantially comply with the terms and conditions of this Contract, to include:

   a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY'S performance standards; or

   b. Failure to deliver the supplies or perform the services within the time specified in this Contract.

2. Prior to termination for default, COUNTY shall provide adequate written notice to SUPPLIER, affording SUPPLIER the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of SUPPLIER in accordance with Flagler County's Purchasing Manual, Section 28. SUPPLIER shall be liable for any damage to COUNTY resulting from SUPPLIER'S default of

the Contract. This liability includes any increased costs incurred by COUNTY in procuring replacement services.

4. In the event of termination by COUNTY for any cause, SUPPLIER shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, SUPPLIER shall:

   a. Stop work on the date and to the extent specified;

   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

   c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and

   d. Continue and complete all parts of that work that have not been terminated.

   e. If this Contract is terminated by the COUNTY for any cause, SUPPLIER shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Contract prior to termination.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Contract, in whole or in part, without cause. COUNTY shall provide SUPPLIER a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Contract is terminated by the COUNTY without cause, SUPPLIER shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Contract prior to termination. SUPPLIER shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 9. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Contract, SUPPLIER shall cooperate with COUNTY to assist with the orderly transfer of the services provided by SUPPLIER to COUNTY. Prior to termination or expiration of this Contract, COUNTY may require SUPPLIER to perform and, if so required, SUPPLIER shall perform, certain transition services necessary to shift the services of SUPPLIER to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the services on an as-needed basis; and

D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 10. DISPUTE RESOLUTION

The Parties shall cooperate in good faith to resolve any disputes that arise under this Contract. Any dispute resolution constituting a material change in this Contract shall not be final until an amendment to this Contract has been approved and executed under the same formalities as this original Contract. If such dispute involves the percentage of the work completed by SUPPLIER, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to SUPPLIER of any amount that is determined to be owed by the COUNTY.

SUPPLIER agrees it must in good faith exhaust all dispute resolution efforts prior to instituting any action in court or before any administrative agency or tribunal.

ARTICLE 11. COMPLIANCE WITH LAWS

All services rendered or performed by SUPPLIER pursuant to the provisions of this Contract shall be in compliance with all applicable local, state and federal laws and ordinances. SUPPLIER shall have and keep current at all times during the term of this Contract all licenses and permits as required by law to perform the services hereunder.

ARTICLE 12. NON-DISCRIMINATION

SUPPLIER shall not discriminate against any employee or applicant for employment or client/customer availing themselves of the services to be performed hereunder because of race, color, sex, creed, national origin, disability, or age. No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

ARTICLE 13. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. SUPPLIER shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Contract.

B. SUPPLIER shall provide COUNTY all information, reports, records, and documents required by this Contract or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate SUPPLIER'S performance. Such materials shall also be made available to COUNTY upon request for any purposes. Inspection or copying will occur during normal business hours, and as often as

COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Contract or SUPPLIER made by any local, state or federal agency. To the extent such materials are in the possession of a third party, SUPPLIER must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. SUPPLIER shall retain all records and supporting documents related to this Contract in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Contract, except duplicate copies or drafts, for at least three (3) years after the termination or expiration date of this Contract.

C. SUPPLIER shall obtain any licenses required to provide the Scope of Services in Exhibit A and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by SUPPLIER. SUPPLIER shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Contract are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 14. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent SUPPLIER is performing services on behalf of COUNTY, SUPPLIER shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if SUPPLIER does not transfer the records to COUNTY.

D. Upon completion of this Contract, transfer, at no cost, to COUNTY all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the service. If SUPPLIER transfers all public records to COUNTY upon completion of this Contract, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of this Contract, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request

from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

BY EMAIL: PUBLICRECORDS@FLAGLERCOUNTY.GOV
BY PHONE: 386-313-4001
MAIL/DELIVERY: FLAGLER COUNTY GOVERNMENT
1769 E. MOODY BLVD.,
BLDG. 2, BUNNELL, FL 32110
ATTN: ADMINISTRATION

ARTICLE 15. INDEMNIFICATION

The SUPPLIER shall defend, indemnify, and hold harmless the COUNTY, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the SUPPLIER, its agents, officers, employees or agents in the performance of this Contract, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the COUNTY as a result, directly or indirectly, of the fault of the SUPPLIER. Notwithstanding the foregoing, in no instance shall the SUPPLIER be liable for the negligent acts or omissions of the COUNTY, its agents, officers, or employees. The SUPPLIER's indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to the COUNTY or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Florida Statutes § 768.28.

ARTICLE 16. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law. Nor shall any part of this Contract be construed as a consent by the COUNTY to be sued by third parties.

ARTICLE 17. INSURANCE

A. SUPPLIER shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies

that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Contract, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the COUNTY's Procurement Official before the Effective Date of this Contract. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Contract, and shall name Flagler County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of services under this Contract in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Contract.

D. If the initial insurance expires prior to the termination of this Contract, renewal Certificates of Insurance and required copies of policies shall be furnished by SUPPLIER and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 18. SOLICITATION OF AGREEMENT

SUPPLIER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for SUPPLIER to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person other than an employee working solely for SUPPLIER, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability, or at its discretion, to deduct from this Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 19. ASSIGNMENT AND SUBCONTRACTING

SUPPLIER shall not assign or transfer any right or duty under this Contract to any other party without the prior written consent of COUNTY. Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Contract, to anyone other than the SUPPLIER, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Contract.

In the event SUPPLIER asserts it is necessary to utilize the services of third parties to perform any service under this Contract, SUPPLIER shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve SUPPLIER from any direct liability or responsibility to COUNTY pursuant to the provisions of this Contract, or obligate COUNTY to make any payments other than payments due to SUPPLIER as outlined in this Contract. All terms and conditions of this Contract shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 20. KEY PERSONNEL

The following key personnel are hereby assigned to this Contract by SUPPLIER:

Thom Lanphear, Brady Hughes, and Project Manager (to be named)

SUPPLIER shall not remove such key personnel from providing the services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Contract. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. SUPPLIER shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 21. SUB-CONTRACTORS

If SUPPLIER receives written approval from the COUNTY to use the services of a sub-contractor(s), SUPPLIER shall utilize the sub-contractor fees specified in **Exhibit B**. SUPPLIER shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

ARTICLE 22. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Certified Mail, return receipt requested, and by Email, addressed as follows:

To COUNTY:

Flagler County Government
Purchasing Division
1769 East Moody Blvd., Bunnell, FL 32110
386-313-4008
purchasing@flaglercounty.gov

To SUPPLIER:

Black Creek Integrated Systems Corp.
Mailing Address: PO Box 101747, Irondale, AL 35210
Email: sales@blackcreekisc.com, CC tlanphear@blackcreekisc.com

Corporate Office Address (Courier): 2920 Commerce Blvd., Irondale, AL 35210

ARTICLE 23. RELATIONSHIP OF PARTIES

The relationship of SUPPLIER to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to SUPPLIER or any of the officers, employees, personnel, agents, or sub-contractors of SUPPLIER any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by SUPPLIER or provides goods or services to SUPPLIER in connection with this Contract or for debts or claims accruing to such parties. SUPPLIER shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 24. PUBLIC ENTITY CRIMES

SUPPLIER has been made aware of the Florida Public Entity Crimes Act, Florida Statutes §287.133, specifically subsection 2(a), and COUNTY'S requirement that SUPPLIER comply with it in all respects prior to and during the term of this Contract.

ARTICLE 25. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them singularly is delayed or prevented by Force Majeure. For the purpose of this Contract, a Force Majeure shall be 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.

ARTICLE 26. GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by the laws of the State of Florida not including Florida's conflict of laws jurisprudence. Venue for any dispute under this Contract shall be in the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida.

ARTICLE 27. ATTORNEY FEES

In the event of any litigation arising under the terms of this Contract, the non-prevailing party shall pay the attorneys' fees of the prevailing party, including appellate fees.

ARTICLE 28. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by SUPPLIER or supplied by SUPPLIER pursuant to this Contract shall not knowingly infringe any patent or copyright, and SUPPLIER shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by SUPPLIER in the performance of the services.

ARTICLE 29. INTEGRATION, AMENDMENTS, AND FURTHER ASSURANCES

This Contract and Exhibits referenced herein constitute the entire Contract between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Contract.

ARTICLE 30. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.

ARTICLE 31. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Contract and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Contract. All articles and descriptive headings of paragraphs of this Contract are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The County hereby authorizes the Supplier to extend the pricing, terms, and conditions of this contract to other governmental entities upon mutual agreement between Supplier and other such governmental entities. Each governmental entity desiring to utilize pricing, terms, and conditions of this contract, shall do so independently of the County and any other governmental entity. Each governmental entity shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no governmental entity assumes any liability by virtue of an award by any other governmental entity.

ARTICLE 33. TIME IS OF THE ESSENCE

Time is of the essence for each and every obligation under this Contract.

ARTICLE 34. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Contract and have taken all steps necessary to authorize the execution of this Contract by the individuals below.

[Remainder of page intentionally left blank.]

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

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:

ATTEST:

Gregory L. Hansen, Chair

D.C.

Tom Bexley, Clerk of the Circuit Court and Comptroller

5/3/2023

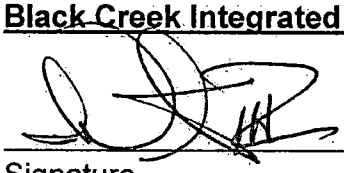
Date

APPROVED-AS-TO-FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2023.05.01 15:06:14 -04'00'

Sean S. Moylan, Deputy County Attorney

Black Creek Integrated Systems Corp.



Signature

I.E. Newton, III

Printed Name

President

Title

4/17/23

Date

WITNESS:

Connie Hill

Signature

Connie Hill

Printed Name

VP

Title

EXHIBIT A SCOPE OF SERVICES

General Description of the Work

[redacted]

1.0 Locking Control System

1.01 Remove existing control workstations in Central and Main Control; remove existing control system headend equipment in the associated equipment rooms.

1.02 Furnish & install the following new equipment:

1.02.01 [redacted]

1.02.02

1.02.03

1.02.04

1.02.05

1.02.06

1.02.07

3.03.02 [redacted]

3.03.03

4.0 Miscellaneous Systems

4.01 [redacted]

5.0 Conduit, Cabling, & Power

5.01 [redacted]

5.02

5.03

5.04

5.05

5.06

5.07

5.08

5.09

5.10

6.0 Customer Responsibilities

6.01 Provide a high-speed Internet connection with real-world IP address for VPN connection at the facility for remote diagnostics, remote support via the Internet, and for remote viewing of camera video.

6.02 Repair or replace any existing field devices to be reused that are found to be non-operative, misadjusted, misaligned, defective, and/or missing (refer to 7.03).

6.03 Modifications to existing or provision of new power panels, UPS units, circuits, and receptacles (including UPS distribution panels, bypass switches, circuit breakers, power panels; power circuits; or power receptacles) that are insufficient to support the new system components, as necessary; proposal assumes existing UPS, power panels, circuits, and receptacles associated with headend equipment are sufficient to support the new system components.

6.04 Modifications/additions to existing millwork/casework, if required.

6.05 Provide facility's lifts and ladders as needed; a lift is required for any work task covered by this proposal that exceeds working height of an 8' ladder.

6.06 Provide office/workspace with access to a telephone and Internet for use by Black Creek technician(s).

6.07 Dispose of existing hardware (e.g., computers, monitors, etc.) removed during the upgrade.

6.08 Provide a sufficient number of escorts to Black Creek technicians during the course of the onsite work.

6.09 Provide a secure location to store equipment and tools.

6.10 [redacted]

6.11 Provide a knowledgeable point of contact to liaise with the Black Creek Project Manager for the duration of the project.

7.0 Black Creek Responsibilities

7.01 Provide all hardware, software, and ancillary services described in this Scope of Work as required for a complete, satisfactorily operating system.

7.02 Provide programming, engineering, shop drawings, project management, installation, start-up, testing, and Customer instruction for all sections described in this Scope of Work.

7.03 Perform all onsite hardware testing to ensure proper peripheral device installation. Existing field devices found to be defective shall be brought to the attention of the Customer for replacement or repair.

7.04 Provide equipment familiarization, installation, support, and maintenance training for all subcontractor's installation/onsite personnel.

7.05 Load all software for initial testing and perform all software testing to ensure proper operation of security control system.

7.06 Perform all punch-list corrections as required.

7.07 Provide one-year warranty from date of completion on Black Creek-furnished hardware and software (refer to 10.0).

7.08 Provide an experienced Project Manager and Installation Manager to oversee the project.

7.09 Provide a detailed project schedule.

8.0 Clarifications

8.01 Proposal anticipates that all existing wire and cable can be reused, and that existing wire meets current electrical codes and standards.

8.02 Proposal includes reuse of existing field devices except as noted and assumes that all existing equipment is fully operational and compatible with new headend system components being provided.

8.03 [redacted]

8.04 [redacted]

8.05 Proposal assumes sufficient wall and/or floor space is available in the equipment rooms to install new enclosures where necessary.

8.06 Proposal assumes assistance by a local electrical subcontractor for field work and ongoing service/support. Subcontractor(s) will be appropriately trained and certified.

8.07 [redacted]

8.08 Proposal assumes that all work will be performed during normal business hours (8:00 am-5:00 pm Central Time, Monday-Friday).

9.0 Exclusions

9.01 Fire Alarm System including interface/annunciation.
9.02 Card Access Control System.
9.03 Internet service or connection for VPN access.
9.04 Millwork or casework.
9.05 Concrete, masonry, and/or carpentry work.
9.06 Cutting and patching.
9.07 Sales Tax.
9.08 Retainage.
9.09 Liquidated Damages.
9.10 Prevailing Wages (do not appear to be required in Florida).
9.11 Performance and payment bonds (may be provided at 1.5% of contract amount).
9.12 Any equipment or service not previously described in this Scope of Supply.

10.0 Warranty

10.01 The proposal includes a one-year warranty for new equipment supplied under this proposal only.
10.02 Warranty is limited to repair or replacement of equipment deemed to have failed under conditions of normal use and excludes failures attributable to misuse, vandalism, flooding, or lightning.
10.03 Existing field devices and equipment to be reused or equipment/devices provided by the Customer are specifically excluded from this warranty.
10.04 Unless contracted with to do otherwise, Black Creek will provide telephone and Internet based support only for warranty service issues. Customer will be responsible for providing onsite assistance with troubleshooting.

11.0 Delivery

11.01 Per mutually agreed project schedule.

EXHIBIT B FEES RATE SCHEDULE

12.0 Purchase Price & Terms

12.01	Jail Security Control System Retrofit	$1,617,111.00
12.02	Alternate #1: Use County-Provided CCTV Switches DEDUCT	($9,302.00)
12.03	**TOTAL** COMPENSATION inclusive of Base + Alternate #1	**$1,607,809.00**

12.04 Terms of Payment: monthly per mutually agreed upon Schedule of Values; minimum expected billing milestones shall be as follows:

- 12.04.01 25% on Engineering Submittal
- 12.04.02 50% on Equipment Delivery
- 12.04.03 15% on Hardware Installation
- 12.04.04 10% on System Completion & Commissioning

12.05 Annual Support payable at beginning of support year; to be quoted based on level of service plan selected.

EXHIBIT C AFFIDAVIT OF NO CONFLICT

STATE OF ALABAMA

County OF JEFFERSON

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] I.E. Newton, III, as [INSERT TITLE] President of Black Creek Integrated Systems Corp. (hereinafter "Black Creek"), with full authority to bind Black Creek, who being first duly sworn, deposes and says that Black Creek:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Black Creek to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Flagler County, a political subdivision of the State of Florida, to enter into this Contract No. 22-047P for Inmate Facility Camera Access.

DATED this 17th day of April, 2023.

Signature

The foregoing instrument was sworn to and acknowledged before me this 17th day of April, 2023, by I.E. Newton, III, as President of Black Creek Integrate Systems Corp. He/she is personally known to me or has produced _____ as identification.

Linda Lea Albonetti

Notary Public, State of ~~Florida~~ Alabama at Large

LINDA LEA ALBONETTI
Notary Public, Alabama State At Large
My Commission Expires Mar 16, 2024

Commission No. _____

EXHIBIT D INSURANCE AND BOND REQUIREMENTS

SUPPLIER will not commence work under the resulting Contract until all insurance coverages indicated by an "X" herein have been obtained. SUPPLIER shall obtain and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Contract cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ **Automobile Liability Insurance Required Limits**
Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Flagler County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $1,000,000 Single Limit Per Occurrence
- $2,000,000 Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury Liability
- $50,000 Fire Damage Liability
- $10,000 Medical Expense, and
- $1,000,000, Third Party Property Damage
- $N/A Project Specific Aggregate (Required on projects valued at over $10,000,000)

This policy shall contain severability of interests' provisions.

☒ **Employer's Liability Insurance**
Coverage limits of not less than:

- $100,000 Each Accident
- $500,000 Disease Each Employee
- $500,000 Disease Policy Limit

☒ **Worker's Compensation Insurance**
Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

When applicable, Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.



[redacted]

NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000.

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. **"Flagler County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the SUPPLIER, his agents, representatives, and employees; products and completed operations of the SUPPLIER; or automobiles owned, leased, hired or borrowed by the SUPPLIER. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers. In addition to furnishing a Certificate of Insurance, the SUPPLIER shall provide the endorsement that evidences Flagler COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Flagler County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. SUPPLIER's insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of SUPPLIER's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the SUPPLIER for the COUNTY.

II. General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Flagler County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

   Flagler County Government
   Attn: Purchasing Division
   1769 E. Moody, Blvd., Bldg. 2, 3rd floor
   Bunnell, FL 32110

3. The project's solicitation number and title shall be listed on each certificate.
4. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. SUPPLIER agrees that should at any time it fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
8. It is the SUPPLIER's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor

working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.

III. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER's obligation to provide and maintain the insurance coverage specified.

IV. The enclosed Hold Harmless Agreement shall be signed by the SUPPLIER and shall become a part of the contract.

V. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

BLACK CREEK INTEGRATED SYSTEMS CORP.
2900 CRESTWOOD BOULEVARD
P.O. BOX 101747
IRONDALE, AL 35210

Integrity. Innovation. Quality.

Voice: (205) 949-9900
Fax: (205) 949-9910

PROPOSED SCOPE OF WORK

April 7, 2025

Via email:

Attn: Christopher Torres
IT Support Specialist
Flagler County Courthouse
Building #1, Hammond Justice Center
1769 East Moody Boulevard
Bunnell, FL 32110

CTorres@flaglercounty.gov

Re: RFP No. 22-047-P, Flagler County Courthouse Security Controls Retrofit
BCIS Proposal No. P22062.03

Black Creek Integrated Systems Corp. is pleased to provide the following Scope of Work to **furnish & install**, complete and in accordance with the terms, conditions, and any exceptions stated herein, goods and/or services to retrofit the existing security control system at the Flagler County Courthouse with a new, [redacted]. Proposal is based on information provided by Flagler County (Customer) during a site assessment conducted at the facility in July 2022 and in subsequent communications. Proposal supersedes all proposals previously issued by Black Creek for this project and assumes purchase no later than April 30, 2025.

General Description of the Work

The existing control stations will be removed and replaced with new [redacted].

The existing locking headend equipment, including Omron programmable logic controllers (PLCs), will be removed and replaced with new [redacted]. The existing intercom and paging system headend will be removed and replaced with a [redacted].

1.0 Locking Control System

1.01 Remove (2) existing control workstations; remove existing control system headend equipment in the associated equipment rooms.

1.02 Furnish & install the following new equipment:

1.02.01 [redacted]

1.02.02 [redacted]

1.02.03 [redacted]

1.02.04 [redacted]

1.02.05 [redacted]

1.02.06 [redacted]

1.03 Furnish & install new [redacted] of the following:

1.03.01 [redacted]

1.03.02 [redacted]

1.03.04 [redacted]

1.03.05 [redacted]

1.03.06 [redacted]

1.04 Furnish & install the following new infrastructure/components:

1.04.01 [redacted]

1.04.02 [redacted]

1.04.03 [redacted]

1.04.04 [redacted]

1.04.05 [redacted]

1.05 Provide [redacted]

2.0 Intercommunications & Paging System

2.01 Remove existing intercom and paging headend equipment and intercom masters; [redacted]

2.02 [redacted]

2.03 [redacted]

2.04 [redacted]

3.0 Closed Circuit Television (CCTV) System

3.01 [redacted]

3.02 [redacted]

3.03 [redacted]

3.04 [redacted]

4.0 Access Control System

4.01 [redacted]

5.0 Miscellaneous Systems

5.01 [redacted]

5.02 [redacted]

5.03 [redacted]

6.0 Conduit, Cabling, & Power

6.01 Furnish, install, test, & terminate new cabling only as required to support a fully operational system; existing CAT6 cable will be reused to the extent possible. New system shall be implemented with a new [redacted]

6.02 Furnish, install, test, & terminate (1) new RG-58 cable & ¾" conduit from [redacted]

6.03 Furnish, install, test, & terminate new 20amp/120VAC UPS circuit for new enclosures in each equipment room as required.

6.04 Furnish, install, test, & terminate (1) new CAT6 network cable (23G, 4-pair UTP) from the new [redacted]

6.05 Extend cabling between cabinets as required.

6.06 For new conduit and cabling, the following approach will be taken:

6.06.01 [redacted]

6.06.02 [redacted]

6.07 Provide firestopping of penetrations of fire-rated floors and walls.

6.08 Reuse all other cabling not specifically addressed herein.

7.0 Customer Responsibilities

7.01 Provide a high-speed Internet connection with real-world IP address for [redacted]

7.02 [redacted]

7.03 Repair or replace any existing field devices to be reused that are found to be non-operative, misadjusted, misaligned, defective, and/or missing (refer to 8.03).

7.04 Modifications to existing or provision of new power panels, circuits, and receptacles (including UPS distribution panels, bypass switches, circuit breakers, power panels; power circuits; or power receptacles) that are insufficient to support the new system components, as necessary; proposal assumes existing power panels, circuits, and receptacles associated with headend equipment are sufficient to support the new system components.

7.05 Modifications/additions to existing millwork/casework, if required.

7.06 Provide facility's lifts and ladders as needed; a lift is required for any work task covered by this proposal that exceeds working height of an 8' ladder.

7.07 Provide office/workspace with access to a telephone and Internet for use by Black Creek technician(s).

7.08 Provide a sufficient number of escorts to Black Creek technicians during the course of the onsite work.

7.09 Provide a secure location to store equipment and tools.

7.10 Dispose of existing hardware (e.g., cameras, computers, monitors, etc.) removed during the upgrade.

7.11 Timely review and approval of Black Creek Engineering and [redacted] per the project schedule.

7.12 Provide a knowledgeable point of contact to liaise with the Black Creek Project Manager for the duration of the project.

8.0 Black Creek Responsibilities

8.01 Provide all hardware, software, and ancillary services described in this Scope of Work as required for a complete, satisfactorily operating system.

8.02 Provide programming, engineering, shop drawings, project management, installation, start-up, testing, and Customer instruction for all sections described in this Scope of Work.

8.03 Perform all onsite hardware testing to ensure proper peripheral device installation; existing field devices found to be defective shall be brought to the attention of the Customer for replacement or repair.

8.04 Provide equipment familiarization, installation, support, and maintenance training for all installation subcontractor's onsite personnel.

8.05 Load all software for initial testing and perform all software testing to ensure proper operation of security control system.

8.06 Perform all punch-list corrections as required.

8.07 Provide one-year warranty from date of completion on Black Creek-furnished hardware and software (refer to 11.0).

8.08 Provide an experienced Project Manager and Installation Manager to oversee the project.

8.09 Provide a detailed project schedule.

9.0 Clarifications

9.01 Proposal anticipates that all existing wire and cable can be reused, and that existing wire meets current electrical codes and standards.

9.02 Proposal includes reuse of existing field devices unless specifically noted and assumes that all existing equipment is fully operational and compatible with new headend system components being provided.
9.03 Proposal assumes there is sufficient available spare I/O on the [redacted] to support the added gate.
9.04 Proposal assumes existing intercom stations are compatible with [redacted] and software.
9.05 Proposal assumes that any existing card access system wiring associated with controlled and/or monitored doors is routed through the [redacted] Any field devices not currently ran through the [redacted]
9.06 Proposal is based upon providing a [redacted]
9.07 Proposal assumes sufficient wall and/or floor space is available in the equipment room(s) to install new enclosures where necessary.
9.08 Proposal assumes assistance by a local electrical subcontractor for fieldwork and ongoing service/support. Subcontractor(s) will be appropriately trained and certified.
9.09 [redacted]
9.10 Proposal assumes that all work will be performed during normal business hours (8:00 am-5:00 pm Central Time, Monday-Friday).
9.11 Proposal does not include sales tax; the County is exempt from Federal Excise and State Sales Taxes.
9.12 Proposal does not include Prevailing Wage labor rates; the Florida Prevailing Wage Law has been repealed.

10.0 Exclusions

10.01 [redacted]
10.02 [redacted]
10.03 [redacted]
10.04 [redacted]
10.05 Millwork or casework.
10.06 Concrete, masonry, and/or carpentry work.
10.07 Cutting and patching.
10.08 Sales Tax.
10.09 Retainage.
10.10 Liquidated Damages.
10.11 Prevailing Wages (do not appear to be required in Florida).
10.12 Performance and payment bonds (may be provided at 1.5% of contract amount).
10.13 [redacted]

11.0 Warranty

11.01 This Scope of Work includes a one-year warranty for new equipment supplied by Black Creek under this proposal only; warranty begins upon substantial completion date as mutually agreed between Black Creek and Customer.
11.02 Warranty is limited to repair or replacement of equipment deemed to have failed under conditions of normal use and excludes failures attributable to misuse, vandalism, flooding, or lightning.
11.03 Existing field devices and equipment to be reused or equipment/devices provided by the Customer are specifically excluded from this warranty.
11.04 Unless contracted with to do otherwise, Black Creek will provide telephone and Internet based support only for warranty service issues. Customer will be responsible for providing onsite assistance with troubleshooting.

12.0 Delivery

12.01 Per mutually agreed project schedule.

13.0 Price & Payment Terms

13.01 Jail Security Control System Retrofit $881,492.00
13.02 Pricing remains firm through **April 30, 2025**; if no contract is executed by that date, the pricing will be subject to increase.

13.03 Terms of Payment:
- 13.03.01 25% on Engineering Submittal.
- 13.03.02 50% on Equipment Delivery.
- 13.03.03 15% on Equipment Installation.
- 13.03.04 10% on System Completion & Commissioning.

13.04 Annual Support due and payable at beginning of support year; to be quoted based on level of service plan selected.

Very truly yours,
BLACK CREEK INTEGRATED SYSTEMS CORP.



Thom Lanphear
Executive Vice President, Sales & Marketing
tlanphear@blackcreekisc.com

FLAGLER CO. BOARD OF COMMISSIONERS
Accepted by:

Signature Date

Andrew S. Dance, Chair
Printed Name/Title



FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS
Office of Procurement and Contracts

REQUEST FOR SOLE SOURCE/SINGLE SOURCE PURCHASE

To: Procurement Office

Requestor: Christopher Torres

Requesting Department / Division Name: IT Project Management

Director's Name: Matthew Rivera

Supplier Name: Black Creek Integrated Systems

Description of Good/Service: Proprietary detention control system

☐ Sole Source Request ☒ Single Source Request

I. **Sole Source**: A Sole Source exists when only one supplier provides the item/service that meets the requirement (e.g., lack of competition or exclusive rights, proprietary technology, copyright or patent, or a supplier's unique capability). For the construction materials, modification, alteration or repair of any County-owned facility, the BoCC must first make written findings as required by Florida Statute, Section 255.04.

II. **Single Source**: Single-source purchases are the standardization of the acquisition of goods or services from a specific source (supplier) based upon interoperability, repeatability, quality, warranty, compatibility, safety considerations and other similar factors where other competitive sources (suppliers) are available.

SOLE SOURCE JUSTIFICATION

Provide justification why the particular service/good is the only type that meets the County's requirements. Include evidence of proprietary rights, patents, supplier is the exclusive distributor or authorized repair/service center, has exclusive territorial rights or unique capabilities. documentation.

☐ Only available from the manufacturer or software developer.

☐ Only available from the manufacturer's or software developer's exclusive (one and only) certified/authorized distributor/service center or who has exclusive territorial rights.

☐ Supplier has unique service capabilities that are not available from any other provider.

☐ Use of this supplier is required by contract/agreement, grant requirements or other governing agency requirements. **

** Attach a copy of the contract agreement, grant specification, or other requirement to this

Request.

PROVIDE FURTHER EXPLANATION OF THE SOLE SOURCE JUSTIFICATON AND THE RESEARCH CONDUCTED TO SUPPORT. ATTACH DOCUMENTATION SUPPORTING THE SOLE SOURCE DESIGNATION.

SINGLE SOURCE/STANDARDIZATION JUSTIFICATION

☐ Repeatability - continuity of existing research or work

☐ Quality - critically important functionality or features

☐ Warranty – required by manufacturer to keep warranty in place

☐ Repair or on-going maintenance - requires expertise in operations on unit

■ Compatibility - existing equipment must match existing equipment and no other will meet the functional requirements

☐ Interoperability - computer systems or software need to exchange and use information between systems or other software from a different manufacturer/developer

☐ Safety – generally used for equipment in which new equipment must replicate existing equipment so that users know exactly how it operates without the need to stop and locate knobs, levers, gears, pedals, personal safety gear, etc.

PROVIDE FURTHER EXPLANATION OF THE SINGLE SOURCE JUSTIFICATON AND ATTACH ANY DOCUMENTATION SUPPORTING THE DESIGNATION.

Department Director	Date
RJR Digitally signed by RJR Date: 2025.04.02 08:03:37 -04'00'	
Procurement & Contract Services Manager	Date

FLAGLER COUNTY BOARD OF COUNTY COMISSIONERS
CONSENT AGENDA ITEM # 7c

This item has been pulled by staff and will not be considered at this meeting

SUBJECT: *~~Consideration of Award and Contract to the North Florida Land Trust, a Non-Profit Organization, under Request for Qualifications (RSQ) 24-052Q, to Assist with the Implementation of the Environmentally Sensitive Lands (ESL) Program.~~*

DATE OF MEETING: *April 21, 2025*

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

SUBJECT: Consideration of Award and Approval of Phased Design-Build (PDB) Contract Agreement between Flagler County and Meyer Najem Construction under Request for Proposals (RFP) 25-044P for the Flagler County Multipurpose Emergency Preparedness Facility.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: A Phased (Progressive) Design-Build (PDB) Contract Agreement places the responsibility for design and construction of the project into a single contract and allows for more collaboration during the design development process. A Request for Proposals (RFP) is issued for submitting technical proposals for design, preconstruction, and construction services, in addition to Mark-up fee proposals for management fee (Construction Management and G&A Fee or CMGA Fee) to compensate the Design-Build Firm for all profit and home office overhead costs, to be applied as a percentage to the direct costs of work for the best value selection based on the technical and fee proposals. Once the design-builder is selected, the project delivery is phased; Phase I is the design services and preconstruction services, and Phase II is the project construction. During Phase I, the project's design, cost-estimating, construction schedule, and construction Guaranteed Maximum Price (GMP) are developed. If the County and design-builder agree on the schedule and the GMP, then the construction work is awarded and completed during Phase II.

On February 28, 2025, Request for Proposals (RFP) No. 25-044P was issued through the OpenGov Procurement System, seeking technical and fee proposals indicating team qualifications from qualified proposers to provide PDB services for design, permitting and construction of the Flagler County Multipurpose Emergency Preparedness Facility Project, an approximately 10,000 square foot facility.

On April 2, 2025, the following five (5) firms responded to the RFP 25-044P to provide necessary services for the design and construction of the Project:

1. ACON Construction Co., Inc.
2. Auld & White Constructors
3. Meyer Najem Construction
4. Perry-McCall Construction, Inc.
5. Scorpio

Each of the respondents submitted their proposals relative to their qualifications and related experience, their staffing and project organization, and their work plan and technical approach along with a sealed fee proposal (Competitive Price Proposal Form 7.7) containing the proposers Mark-up percentage for management fee (Construction Management and G&A Fee or CMGA Fee) to compensate the Design-Build Firm for all profit and home office overhead costs to be applied as a percentage to the direct costs of work. A Selection Committee comprised of relevant staff members, scored each one of the proposer's proposals and ranked them in accordance with the RFP evaluation criteria corresponding scores.

On April 7, 2025, a public meeting was held for the announcement of the proposers' proposal qualifications score points and opening of the sealed competitive price proposal forms. At this meeting, each firm's proposal qualifications average score points were announced. Immediately following the announcement of the proposal's qualifications score points, the sealed price

proposals containing the respondents' competitive Mark-up fee percentage were opened. For determining the respondents' Adjusted Score, the proposers' Bid Price were calculated based on the submitted percentage of the Project's Rough Order of Magnitude (ROM) cost estimates in the Competitive Price Proposal Form. The Adjusted Scores were calculated by dividing the respondent's Bid Price by their corresponding proposal qualifications score points where the respondent with the lowest Adjusted Score is determined for the award recommendation.

Staff recommends award of the Phased Design-Build Contract Agreement for the Flagler County Multipurpose Emergency Preparedness Facility Project to Meyer Najem Construction who is the proposer with the lowest adjusted score and authorize the County Administrator to execute the Contract Agreement and authorize County Administrator approval of project Task Work Orders, any project related documents and grant agreement amendments within the project overall $10 million budget.

FUNDING INFORMATION: Funding for this expenditure is included in the Flagler County FY25 Capital Improvement Plan as GS25CIP013 with funds in the amount of $10 Million appropriated during the 2024 Legislative Session.

STRATEGIC PLAN:
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.

DEPARTMENT CONTACT: Hamid Tabassian, PE, DBIA, County Engineer, 386-313-4046
Robert Rounds, Procurement Manager, 386-313-4097

RECOMMENDATIONS: Request the Board to Award the Phased Design-Build Contract to Meyer Najem Construction and Approve and authorize the County Administrator to execute the Phased Design-Build Contract Agreement between Flagler County and Meyer Najem Construction to provide the Contract Agreement design and construction services for the Flagler County Multipurpose Emergency Preparedness Facility Project under Request for Proposals (RFP) 25-044P, and authorize County Administrator approval of Project Phase I Task Work Order for Design and Preconstruction Services, Project Phase II Task Work Order for Construction Services, any project related documents, and grant agreement amendments within the project overall $10 million budget.

ATTACHMENT:
1. RFP 25-044P Scoring Tabulations
2. Intent to Award
3. Contract Agreement
4. Signature Authority Resolution

Attachment 1

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSALS EVALUATION MATRIX
RFP 25-044P Flagler County Multipurpose Emergency Preparedness Facility Project -- Phased Design-Build (PDB)

	Possible Points	ACON Construction Co., Inc.	Auld & White Constructors	Meyer Najem Construction	Perry-McCall Construction, Inc.	Scorpio
Qualifications Proposal Score	100	77.05	86.40	79.60	82.10	75.60
Rankings		4	1	3	2	5
Total Bid Percentage		5.00%	5.75%	3.50%	6.50%	3.80%
$Bid\ Price = \frac{(\text{Bid Mark_up \%}) \times (\$9{,}000{,}000)}{100}$		450000	517500	315000	585000	342000
$Adjusted\ Score = \frac{\text{Bid Price}}{\text{RFP Score Points}}$		5840	5990	3957	7125	4524
FINAL RANKING		3	4	1	5	2

Aggregate Scores Summary

Vendor	Mark Beauchamp	Mike Dickson	Jonathan Lord	Robert Stagliano	Hamid Tabassian	**Total Score (Max Score 100)**
ACON Constructi…	75	64.3	89	81	76	**77.05**
Auld & White Con…	87	80	88	87	90	**86.4**
Meyer Najem Co…	80	58	87	81	92	**79.6**
Perry-McCall Con…	72	84.5	91	82	81	**82.1**
Scorpio.	76	60	84	81	77	**75.6**

Vendor Scores by Evaluation Criteria

Vendor	**Qualifications, Related** Points Based 25 Points (25%)	**Staffing and Project O** Points Based 25 Points (25%)	**Work Plan / Technical** Points Based 40 Points (40%)	**References** Points Based 10 Points (10%)	**Total Score (Max Score 100)**
ACON Construction …	20	19.6	28.8	8.7	**77.05**
Auld & White Constru…	22	20	35.4	9	**86.4**
Meyer Najem Constr…	19.4	20.2	32.2	7.8	**79.6**
Perry-McCall Constru…	20.3	19.6	33.5	8.7	**82.1**
Scorpio.	17.8	19.2	30.6	8	**75.6**

County of Flagler
Financial Services
E. John Brower MBA, CGFO, CPM, Director
1769 East Moody Boulevard | Building 2, Bunnell, FL 32110
(386) 313-4008

NOTICE OF INTENT TO AWARD

RFP No. 25-RFP-044

Flagler County Multipurpose Emergency Preparedness Facility project

RESPONSE DEADLINE: April 2, 2025 at 2:00 pm

Monday, April 7, 2025

Thank you for submitting a bid in response to 25-RFP-044 for Flagler County Multipurpose Emergency Preparedness Facility project. Flagler County has evaluated all submittals received in response to solicitation and intends to award a contract to Meyer Najem Construction.

Protest Process

Notification

The Office of Procurement and Contracts shall post all recommendations of award available for review by the public on the Flagler County website. Vendors who submit a solicitation will be notified by e-mail.

Notice of Intent to File a Protest

1. A respondent adversely affected by an intended decision or action with respect to the initial award on a solicitation shall file a written notice of intent to file a protest. That notice of intent to file a protest must be filed with the Procurement and Contract Services Manager or his/her designee no later than four o'clock (4:00) p.m. on the third (3rd) business day following the date of the notice of the recommendation of award.

2. In addition, a protest bond in the form of a U.S. Postal Service money order or by a certified cashier's check in an amount equal to one percent (1%) of the value of the solicitation, but in no case less than five hundred dollars ($500), nor greater than five thousand dollars ($5,000), payable to the Flagler County Board of County Commissioners must be delivered with the written notice of intent to file a protest. Failure to post such bond shall result in the Protest being dismissed by the Procurement and Contract Services Manager or his/her designee.

3. The notice of intent to file a protest must:

    a. Identify the action being protested.

    b. Clearly state the basis of the protest, and

c. Clearly state that its purpose is to serve as the notice of intent to file a protest.

4. Failure to provide the proper notice and/or failure to provide the required protest bond shall constitute a waiver of the right to seek any remedy provided under the protest procedure. Once again thank you for participating in this solicitation and for your interest in doing business with Flagler County.

Further information on our protest policy can be found at https://www.flaglercounty.gov/departments/financial-services/purchasing/purchasing-document-center/-folder-62, under Procurement Manual.

Sincerely,

Jessica Martin
Senior Procurement Coordinator
Office of Procurement and Contracts
Flagler County Board of County Commissioners

PHASED DESIGN-BUILD CONTRACT
RFP-25-044P

THIS CONTRACT is entered into between the:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E. MOODY BLVD., BLDG 2
BUNNELL, FLORIDA 32110

A political subdivision of the State of Florida, hereinafter referred to as the "County", and:

MEYER NAJEM CONSTRUCTION, LLC
8647 BAYPINE ROAD, SUITE 106
JACKSONVILLE, FL 32256

An Indiana limited liability company, herein called the "Contractor".

The Contractor agrees with the County, for the consideration herein mentioned, to be compensated in accordance with the Contract, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in Flagler County Request for Proposals RFP-25-044P ("RFP"), including Project Requirements and Provisions for Work, and Contractor's Proposal, and bonds all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the County, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract. The Contractor shall also maintain such insurance as will protect the County from any or all claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract as set out more specifically in the RFP. Certificates of such insurance shall be filed with the County and shall be subject to its approval for adequacy of protection. It is agreed that the work to be done under this Contract is to design and construct the Flagler County Multipurpose Emergency Preparedness Facility Project under Request for Proposals (RFP) 25-044P located at the Flagler County Fairgrounds.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Contract on the dates indicated below.

ATTEST:

_____
TOM BEXLEY
Clerk of the Circuit Court & Comptroller

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____
ANDREW S. DANCE, CHAIR

_____
(Date Signed)

APPROVED–AS-TO-FORM

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2025.04.09 14:33:12 -04'00'

SEAN S. MOYLAN, DEPUTY COUNTY ATTORNEY

As authorized for execution by the Board of Flagler County Board of County Commissioners at its 04/21/2025 regular meeting.

[SIGNATURE PAGE TO FOLLOW]

Witness:

_____
(Signature)

_____
(Typed or Printed Name)

MEYER NAJEM CONSTRUCTION, LLC

_____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date Signed)

RESOLUTION NO. 2025 -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR THEIR DESIGNEE, TO EXECUTE PROCUREMENT AND PROJECT RELATED DOCUMENTS FOR THE STATE GRANT FUNDED EMERGENCY SHELTER PROJECT

WHEREAS, the State of Florida has provided a $10 Million Grant for the purpose of designing and constructing an Emergency Shelter facility; and

WHEREAS, the Agreement Period for the Grant expires on June 30, 2026, providing Flagler County with a performance period that is shorter than the County typically allocates for a capital project of this nature; and

WHEREAS, delegating signature authority to the County Administrator for procurement and project related contracts, agreements, and documents will ensure that Flagler County is able to make best use of the grant funds within the allocated performance period.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Flagler County, Florida that:

1. The County Administrator, or their designee, is authorized to execute grant, procurement, and all project related agreements, contracts, subsequent modifications, and other necessary documentation, approved as to form by the County Attorney, for the Emergency Shelter Project pursuant to Request for Proposals 25-RFP-044.
2. This Resolution shall become effective upon adoption.

ADOPTED AND APPROVED, this 21st day of April 2025, by the Board of County Commissioners of Flagler County, Florida.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2025.04.09 14:11:37 -04'00'

Sean S. Moylan, Deputy County Attorney

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

SUBJECT: Consideration of Approval and Award of Request for Proposals #25-RFP-045, to ContekPro for Shipping Container Kitchen for Bull Creek Campground.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: Request the Board consider the approval and authorize award of RFP #25-RFP-045 to ContekPro, to approve the purchase of the Shipping Container Kitchen planned for Bull Creek Campground, as part of the approved FY25 Capital Improvement Plan, in the amount of $477,196.84

STRATEGIC PLAN: Focus Area: Growth & Infrastructure

- Goal 3: Preserve & Enhance Cultural, Recreational & Leisure Activities
    - Objective GI 3.3: Expand & Enhance options for cultural, leisure and recreational activities.

DEPARTMENT CONTACT: Mike Dickson, General Services Director, (386) 313-4191

FUNDING INFORMATION: Funding for this project has been identified and will come from the budget transfer out of the Disaster Relief Fund (Fund 1184) for the Hurricane Recovery Grant D1490 – Bull Creek Facility. The Hurricane Recovery Grant was approved on December 4, 2023.

RECOMMENDATIONS: Approve the purchase of Shipping Container Kitchen by ContekPro in the amount of $477,196.84

ATTACHMENTS:

1. Contract
    a. Bid Docs
    b. ContekPro Bid Submission
    c. ContekPro COI
2. Notice of Intent

04/08/2025 Requested by Trevor Martin, General Services Manager
04/09/2025 Approved by Financial Services Director E. John Brower RJR BE

Flagler County Board of County Commissioners

25-RFP-045

SHIPPING CONTAINER KITCHEN FOR BULL CREEK

This Contract, entered into this Monday, April 21, 2025, by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the **COUNTY**, and Marvel Buildings LLC, DBA ContekPro, whose address is 9826 SW Tigard Street, Tigard, OR 97223, hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

A. The Contract shall consist of the following, all of which are hereby made a part hereof:

   1. 25-RFP-045 Bid Documents including Addendum No. 1
   2. 25-RFP-045 Bid Submission
   3. Insurance Certificate(s)

B. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.

C. The **CONTRACTOR** agrees to commence the work to be done under this Contract, beginning after the award date.

D. The **COUNTY** agrees to pay the **CONTRACTOR** for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

Attest:

Tom Bexley, Clerk of the Circuit Court and Comptroller

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Andrew S. Dance, Chair

APPROVED-AS-TO-FORM

Sarah E. Spector, Assistant County Attorney

As authorized for execution by the Board of Flagler County Board of County Commissioners at its April 21, 2025, regular meeting.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTEST:

_____
Signature

_____
Print Name, Title

MARVEL BUILDINGS LLC DBA CONTEKPRO

_____
Signature

_____
Print Name, Title

_____
Date

County of Flagler

REQUEST FOR PROPOSAL

25-RFP-045

SHIPPING CONTAINER KITCHEN FOR BULL CREEK

RELEASE DATE: February 25, 2025
RESPONSE DEADLINE: March 18, 2025, 2:00 pm
Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Introduction
2. General Terms and Conditions
3. Special Terms and Conditions
4. Insurance Requirements
5. Scope of Work
6. Evaluation Phases
7. Pricing Proposal
8. Vendor Questionnaire
9. Definitions
10. Attachments/Exhibits

Attachments:

A - Required Types and Limits of Insurance Chart

B - PO-Standard Terms Conditions

C - Bull Creek Kitchen

D - Site Map

1. Introduction

1.1. Summary

The Flagler County Board of County Commissioners is solicitating bids for a Shipping Container Kitchen to be designed, constructed, and installed at the Bull Creek Campground, located at 3861 W CR 2006, Bunnell, FL. This project includes site preparation, plumbing, electrical, HVAC, equipment installation, and final inspections to ensure compliance with health and safety regulations.

1.2. Contact Information

Kelly Bowman
Procurement Coordinator
1769 E Moody Blvd, Bldg 2
Bunnell, FL 32110
Email: kbowman@flaglercounty.gov
Phone: (386) 313-4096

Department:
General Services

Department Head:
Mike Dickson
Director

1.3. Timeline

Release Project Date	February 25, 2025
Question Submission Deadline	March 10, 2025, 5:00pm
Proposal Submission Deadline and Bid Opening	March 18, 2025, 2:00pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 281 383 111 115 Passcode: h78Ft2oD

2. General Terms and Conditions

2.1. Submission of Offers

The Flagler County Board of County Commissioners ("Flagler County" or "County") are requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at https://procurement.opengov.com/portal/flaglercounty by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Proposer. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

2.2. Purchase Order/Master Agreement Terms and Conditions

The County's general terms and conditions for Purchase Orders or Master Agreements included as an exhibit with this Request for Proposal (RFP) shall apply unless otherwise noted.

2.3. Compliance with Ordinances, Regulations, and Laws

The County reserves the right to require proof that the Proposer is an established business and is abiding by all applicable local, State, and Federal ordinances, regulations, and laws. This may include, but is not limited to, business tax receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, and/or registration with the Florida Department of State, Division of Corporations' Sunbiz website at www.sunbiz.org.

2.4. Agreement Cancellation

1. The County reserves the right to cancel any Agreement resulting from this Request for Proposal (RFP) without cause with a minimum thirty (30) days written notice to the Contractor.
2. The Contractor may cancel the Agreement resulting from this Request for Proposal (RFP) without cause with a minimum thirty (30) days written notice to the County.

2.5. Proposer's Responsibility

The Proposer, by submitting a Response, represents that:

1. The Proposer has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;

2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Proposer has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by Flagler County, Florida, upon which the Proposer will rely. If the Proposer receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief; and,
4. The Proposer will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.6. Execution of Offer

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Proposer to the provisions therein. All spaces requesting information from the Proposer or asking a question of the Proposer shall be completed.

2.7. Opening

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Office of Procurement and Contracts during regular business hours to inspect responses and the completed tabulation or go to the County's ePROCUREMENT PORTAL for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the Office of Procurement and Contracts at (386) 313-4008 two (2) business days before any meeting date.

2.8. Public Records Law

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-313-4001, PUBLICRECORDS@FLAGLERCOUNTY.GOV, BY MAIL, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, OFFICE OF PROCUREMENT AND CONTRACTS , ATTN: ADMINISTRATION, 1769 E. MOODY BLVD, BLDG. 2, BUNNELL, FL 32110.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

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

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the

Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Flagler County on an expedited basis to enforce the requirements of this section.

2.9. Confidential Information and Infringement

A. Confidential Information and/or Trade Secret do not include the following:

   1. Information already known or independently developed the party in possession; or
   2. Information in the public domain through no wrongful act of the party in possession; or
   3. Information received by the party in possession from a third party who was free to disclose it; or
   4. Information regularly disclosed to third parties without restriction on disclosure; or
   5. Information required to be disclosed by law or an order of a court of competent jurisdiction.

B. Confidential Information and Infringement. If Contractor is licensing or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor, which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including, without limitation, the right to use such deliverable(s).

C. If Contractor is licensing, providing, or developing software including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor licensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.

1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:

    a. Promptly replacing the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or

    b. Promptly modifying the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or

    c. Promptly procuring the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and

    d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the Parties.

D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Contractor shall be in material default of a Contract and subject to Termination.

E. If Contractor is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:

1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and

2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

2.10. Clarification, Correction of Entry, Minor Irregularities

The Flagler County Board of County Commissioners reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are

defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

2.11. Revisions, Addenda, Questions & Answers

1. It is incumbent upon each Proposer to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's ePROCUREMENT PORTAL is the only official method by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question-and-answer section of the County's ePROCUREMENT PORTAL.
2. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's ePROCUREMENT PORTAL by the posting of answers to questions received and/or the revision of solicitation language/documentation. It is each Proposer's responsibility to check the County's ePROCUREMENT PORTAL for any posted answers, and/or solicitation changes. Each Proposer shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation before submitting their Response. By submitting a response, Proposers acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.
3. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
4. All information in this Solicitation, including information provided through the Question & Answer feature, are incorporated into the Solicitation and/or any Contract resulting from this Solicitation.
5. Questions and exceptions shall be submitted before5:00 pm on Monday, March 10, 2025 . Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Proposer's right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

2.12. Incurred Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Proposer in preparing and submitting a Response, or any cost or expense incurred by any Proposer prior to the execution of a Purchase Order or Contract/Agreement.

2.13. Disadvantaged Businesses

The Flagler County Board of County Commissioners has adopted policies which assure and encourage the full participation of Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and Veteran-owned Business Enterprises (VBE) in the provision of goods and services. The County encourages joint ventures with these businesses.

2.14. Local Preference

It is the policy of the Board that Flagler County vendors are given preference in the procurement process, unless otherwise prohibited or waived by the County Administrator.

The term Flagler County Vendor means any business: having a physical location within the boundaries of Flagler County for at least twelve (12) months immediately prior to the issuance of the request for Quotes, Bids or Proposals by the County; holding any business licenses required by the County, and/or, the municipalities, if applicable; and employing at least one (1) full time employee, or two (2) part-time employees whose primary residence is in Flagler County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one (1) or more persons whose primary residence is in Flagler County.

Any procurement for purchases $100,000 or more by the County to which the provisions of this Section are being applied shall contain a statement that a local preference will be used in the evaluation and award of that purchase. When local preference will apply, it is the vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its sealed bid or proposal.

For County purchases less than $100,000, it is the vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its quotation.

2.15. Pricing

Unless otherwise specified, prices offered shall:

- remain firm for a period of at least one hundred and twenty (120) days from the date of Solicitation opening, prior to award being made;
- include FOB Destination, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the service at the location specified (for services).

2.16. FOB Destination

The FOB point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Solicitation Submittal Form), in Flagler County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

2.17. Payment Terms

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) or receipt of all products or services ordered in accordance with F.S.S. 218.74.

2.18. Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change, and prices go down.

2.19. Additional Terms & Conditions

The Flagler County Board of County Commissioners reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

2.20. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 59-78-0089K) and Florida sales tax (Exemption# 85-8013245979C-5). Certificates are available and can be obtained by emailing purchasing@flaglercounty.gov.

2.21. Discounts

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

2.22. Meets/Minimum Specifications

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Proposer, but to ensure that the County receives quality services. The Proposer represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

2.23. Brand Name or Equal

If items requested by this Solicitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Proposer clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Proposer proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Proposer. The Office of Procurement and Contracts is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Office of Procurement and Contracts. To ensure that sufficient information is available the Proposer shall furnish as part of the response all descriptive material necessary for the Office of Procurement and Contracts to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Proposer proposes to furnish and what the County would be binding itself to purchase by making an award.

2.24. Samples

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Proposer. The result of any and all testing shall be made available upon written request.

2.25. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.26. Change in Scope of Work/Service

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Procurement and Contract Services Manager, and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

2.27. Governing Laws/Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without giving effect to the choice of law principles thereof. Jurisdiction over, and venue for, any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Flagler County, Florida, or, if in federal court, in the Middle District of Florida, Jacksonville Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

2.28. Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section, but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

2.29. Content of Solicitation/Response

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

2.30. Contract

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally binding on the selected Proposer. The content of the Agreement may contain changes as a result of the Solicitation process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County Attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

1. The Procurement and Contract Services Manager, County Administrator, and County Chair are the sole Contracting Officers for the County and only they or their designees are authorized to make changes to any contract.
2. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Proposer should promptly contact the Office of Procurement and Contracts at 386 313 4008.

2.31. Disclosure of Response Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. Flagler County, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.32. Limitation of Liability/Indemnification

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all 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 or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor’s obligations or services under this Agreement. Such obligations or services shall not be

construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Agreement.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

2.33. Payment of Subcontractors

Contractor shall save and hold the County harmless from any and all claims or actions by their Subcontractor(s) for payment of monies such Subcontractor claims to be owed by Contractor for Work performed under a Contract. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under a Contract.

2.34. Infringement Claim

For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless the County, its agents, elected officials and employees from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

2.35. Sovereign Immunity

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.36. Compliance with Federal E-Verify Regulations

Contractor covenants and agrees to the following provisions, as required by law:

1. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.

2. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

3. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.

4. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or

the Presidential Executive Order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

2.37. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

2.38. Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Proposer to use or display County's Intellectual Property on Proposer's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Proposer in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

2.39. Training

Unless otherwise specified suppliers/providers may be required at the convenience of, and at no expense to, the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Solicitation.

2.40. Acceptance

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

2.41. Safety Warranty

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

2.42. Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall, at all times, comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

2.43. Warranty

The Proposer agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Flagler County Board of County Commissioners by any other provision of the Solicitation/offer.

2.44. Award of RFP

The County reserves the right to award the Agreement to the Proposer(s) that the County deems to offer the best overall Proposal or solution, as defined in the solicitation section, Special Conditions - Evaluation Criteria. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re soliciting when responses exceed budget, and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of Proposers and to award only a portion of the items and/or services specified, if deemed to be in the County’s best interest.

2.45. Other Agencies

All Contractors awarded Agreements from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

2.46. County Facilities

County facilities are administrative facilities that provide services to the Flagler County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

2.47. Licenses, Certificates, and Permits

1. The County reserves the right to require proof that the Proposer is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, and the Division of Corporations' Sunbiz at www.sunbiz.org.
2. The Proposer shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
3. If a license is required, the Proposer shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Proposer shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. If applicable, the Proposer shall have a current professional registration certificate from the appropriate governing board. The Proposer must be properly registered at the time of its submittal to practice their profession in the State of Florida.
5. At time of Solicitation submittal, Proposer shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Proposer proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Solicitation submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement

whether such license or permit is required by the federal government, State of Florida, Flagler County, or any municipality, shall be at Proposer's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

2.48. Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

2.49. Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Flagler County Board of County Commissioners

Human Resources/Risk Management Division

Address: 1769 E. Moody Blvd., Bldg. 2

Bunnell, Florida 32110

Telephone: 386-313-4035

Fax: 386-313-4107

2.50. Waiver of Claims

Once the Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Agreement.

2.51. Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, and employees against any liability or claim made against the County arising from, or based on, the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.
Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

2.52. For Internet/Web Services

For the purposes of this paragraph, any services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice, or other governmental entity tasked with the enforcement of the ADA (“Enforcement Agency”) notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor’s failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

2.53. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. For contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and (ii)

for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2.54. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Proposer (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

2.55. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Flagler County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Flagler County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

2.56. Right to Require Performance

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.57. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

2.58. Contractor's Personnel

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.

The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position.
4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
6. The Contractor shall include the provisions of the foregoing paragraphs 3.61 1-6 above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor.
7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.
9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

2.59. County/Contractor Relationship

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor’s wages or

salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.60. Disqualification of Proposers

1. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Proposer submitted more than one (1) Response for the work involved, all Responses submitted from such Proposer will be rejected.

2. Collusion among Proposers: If it is believed that collusion exists among the Proposers, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

2.61. Debarment: Purpose and Intent

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county’s protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county’s authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

2.62. Unit Prices

For purposes of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

2.63. Dispute Resolution

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution . The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designees shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designees within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers or designees as being necessary given the scope and complexity of the dispute, the Project Managers or designees may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance

with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

County Workdays	**Contractor's Representative**	**County Representative**
10	Contractor's Project Manage	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Contract Compliance Officer
20	Contractor's COO or President	County Administrator

2.64. Authorized Signatory

Proposer acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed, is authorized to execute contracts/agreements with Flagler County, and that submitting a Response via the County's ePROCUREMENT PORTAL shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by Flagler County.

2.65. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published via the County's ePROCUREMENT PORTAL, Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the Question & Answer feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

2.66. Acknowledgement of Solicitation Tabulation

All responses accepted by Flagler County are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Proposer(s) are rejected and shall have no force and effect. Responses from the Proposer(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

3. Special Terms and Conditions

3.1. Closing Date and Pre-Solicitation Conference

A. Request for Proposal (RFP): Closing Date
Response must be received through the County's eProcurement Portal before 2:00 pmon Tuesday, March 18, 2025. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

3.2. Authorized Official

The Request for Proposal (RFP) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Request for Proposal (RFP) provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

3.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Request for Proposal (RFP). (Responsive)

B. The greatest benefits to Flagler County as it pertains to: (Responsible)

1. **Total Cost;**
2. **Delivery;**
3. **Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this Solicitation. Flagler County shall not be listed as a reference;**
4. **All technical specifications associated with this Request for Proposal (RFP);**
5. **Any other criteria that may be specific to your Request for Proposal (RFP), not necessarily everything specified here.**

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the most/lowest responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

3.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

3.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218.74, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date.

By submitting a Response to Flagler County, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

3.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial until project completion term with the option for No renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the Board of County Commissioners.

3.7. Termination

A. County may terminate this Agreement upon written notice to the Contractor at least thirty (30) days prior to desired termination date.

B. Awarded Respondent may terminate this Agreement upon written notice to the County at least ninety (90) days prior to desired termination date.

C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:

   1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
   2. Inform County of the extent to which performance is completed;
   3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the awarded Respondent under the orders and subcontracts so terminated.

D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section, Termination, the County shall cause payments to be made to awarded Respondent within forty-five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty-five (45) days.

E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section, Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.

H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

3.8. New Material

Unless otherwise provided for in this specification, the awarded Respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the awarded Respondent believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County’s interest, the awarded Respondent shall so notify the County’s

Office of Procurement and Contracts in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with Section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

3.9. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.10. Evaluation Method

The County will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the Board of County Commissioners. The County will be the sole judge of its own best interests, the proposals, and the resulting Contract, if any. The County's decisions will be final. Award will be made to the proposal which presents the best value to the County based on the entire evaluation process and all the information gathered.

Note: Respondents are prohibited from contacting any of the committee members, other than the appropriate Procurement Coordinator prior to the recommendation of award from the committee.

3.11. Presentations by Respondents

1. Flagler County, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
2. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the Request for Proposal (RFP). The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
3. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.12. Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this Solicitation, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.13. Proposal Acceptance Period

Any Proposal in response to this Request for Proposal (RFP) shall be valid through July 19, 2025. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by July 19, 2025.

4. Insurance Requirements

4.1. Required Types of Insurance.

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart (Exhibit A) associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart (Exhibit A) is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes Flagler County (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart (Exhibit A) shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract documents.

4.2. Subcontractors and Independent Contractors.

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart (Exhibit A) and described in this Solicitation.

4.3. Claims Made Basis Insurance Policies.

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Office

of Procurement and Contracts of any contractual obligations that may alter its professional liability coverage under the Agreement.

4.4. Risk Retention Groups and Pools.

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

4.5. Minimum Required Policies and Limits.

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart (Exhibit A).

4.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart (Exhibit A) or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials.

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers' Compensation.

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida

Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart (Exhibit A). Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County

has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

4.10. Motor Vehicle Liability.

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart (Exhibit A) for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart (Exhibit A). If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart (Exhibit A), then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart (Exhibit A), Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Professional Liability.

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart in respect only to the project(s) contemplated by the Agreement. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees. For Contractors providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart (Exhibit).

4.12. Primary and Excess Coverage.

Any insurance required may be provided by primary and excess insurance policies.

4.13. General Insurance Requirements.

A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A-

and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

C. **Waiver of Subrogation**. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

D. **County Not Liable for Paying Deductibles**. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

E. **Cancellation Notices**. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

F. **Deductibles and Self-Insured Retentions**.

1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.

3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.14. Proof of Insurance.

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and the Office of Procurement and Contracts, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.15. Provide Proof of Insurance.

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.

5. Scope of Work

5.1. Objectives

- To construct a fully functional commercial 960 sq ft shipping container kitchen that meets local health codes and industry standards.
- To ensure the kitchen layout maximizes efficiency and workflow.
- To install high-quality kitchen equipment suitable for commercial food preparation.
- To complete the project within the agreed timeframe and budget.

5.2. Specifications - Including but not limited to:

Design & Engineering

Complete architectural drawings to include:

- Structural plans & analysis (including foundation)
- Electrical
- Plumbing
- HVAC

Plans signed and sealed by licensed PE.

Building Structure

- One trip shipping container – High Cube or standard
- Custom container fabrication
- Exterior: Prime and paint entire container; Rust treatment

Fenestration

- Entry door with glass, panic bar, push bar, LHR
- Swinging traffic door – 18-gauge stainless steel construction, reinforced back spines, clear acrylics
- Standard (72in x 42in) bi-parting concession window – self-closing sliders, 1” clear insulated tempered safety glass, security locking systems, ETL listed

Construction & Installation

- **Flooring:** High traffic premium rubber flooring, coved corners, ADA & OSHA recommended

- **Walls:** Commercial wall assembly, metal stud framing, mineral wool insulation, FRP laminated panels
- **Ceiling:** Commercial drop ceiling, strong suspension system, smooth washable surface finish, meets USDA/FSIS guidelines
- **Plumbing:** Single point connection for fresh water, floor sinks, floor drains
- **Gas:** Single point connection to main gas line, NSF listed moveable gas connectors with snap disconnect, check valve connected to fire suppression
- **Electrical & Lighting:** Single point connection for electrical panel, exterior panel location. Restrooms-1 phase-125 amps or less; Kitchen-3phase-200 amps
- **HVAC:** Light commercial mini split air conditioner unit, energy efficient inverter technology, quiet operation, remote controlled
- **Exhaust Hood & Fire Suppression:** CaptiveAire or equivalent, stainless-steel construction, high speed direct drive centrifugal upblast exhaust fan, makeup air supply unit, fire suppression system installed and pre-armed

Kitchen Equipment

Install commercial-grade kitchen equipment including:

- Medium-Duty Burner Range with Oven Base (standard oven, 36in) - stainless steel construction, 6 open top burners with lift off heads, heavy duty cast-iron grates, convection oven base with 3 racks, extra-deep pull-out crumb tray with welded corners, 6” stainless steel adjustable legs, 215,000 BTU, 120V
- Medium-Duty Countertop Charbroiler (48in) – 136,000 BTU heavy-duty cast iron char-radiants, 8 burners with independent controls, “cool zone” grease drawer, standing pilot ignition system
- Medium-Duty Countertop Griddle (48in) – U-shaped aluminized steel burner for every 12”, 1” thick polished steel plate with stainless steel backsplash and tapered side splashes, 4 ½ qt. grease pan, heavy-duty welded stainless-steel body
- Full Size Convection Oven (Double Stack, Natural Gas) – Commercial oven, independently operated doors with double pane windows, oven cool switch for rapid cool down, ½ hp two speed blower motor
- Floor Fryer (Natural Gas) – 150,000 BTU, 65-70lb oil capacity, stainless steel fry tank with galvanized steel sides and back, high-limit safety shut off, pilot ignition system, 20–400-degree Fahrenheit temperature range

Refrigeration

- Salad Prep Table (48in) – 10” to 12” deep cutting board, heavy-duty pan liner, two epoxy-coated wire shelves, insulated lid, ¼ hp compressor, R290 refrigerant 115V

- Walk-In Cooler/Freezer Combo

Sinks and Dishwashing

- Medium Duty Compartment Sinks (3)
- Medium Duty Compartment (1)
- T&S Wall Mounted Pre-Rinse Faucet
- High Temp Ventless Dishwasher with Booster Heater – Dual certified as both a dishwasher and a pot washer at all cycle settings, 27” vertical chamber clearance, water booster heater, touchscreen controls and Wi-Fi connectivity
- Hand Wash Sink Assembly – Stainless-steel, commercial grade sink
- Mop Sink Cabinet – 84” tall single cabinet, 18 gauge stainless-steel, 4 shelves & 2 mop holders, louvered sides and open back promote air flow, 20”x16”x12” sink compartment

Food Storage & Racks

- Dish Cabinet (96 in) – Advance Tabco or equivalent, 14-gauge stainless steel top, 18-gauge stainless steel body
- Dish Cabinet Double Deck Shelf 12” depth (96 in) – All-welded construction, 18-gauge type 430 stainless steel
- Wire Shelving – Chrome 24” depth (36 in) – (4) 74” stationary knock-down posts, 450 lb. per shelf of evenly distributed weight
- Medium-Duty Work Table with Back Splash (36 in, 24 in) – 16 GA commercial grade work table with back splash, stainless steel top with shelf
- Wire Shelving – Chrome 24” depth (48 in) – (4) 74” stationary know-down posts, 450 lb. per shelf of evenly distributed weight
- Medium-Duty Work Table with Back Splash (48 in, 30in) – 16 GA commercial grade work table with back splash, stainless steel top with shelf
- 36” single Infrared Electric Strip Warmer and Lights – 208V
- Wall Shelves (72 in) – 16-gauge stainless steel, 430 stainless-steel with a #4 finish
- Medium-Duty Work Table with Back Splash (60 in, 24 in) – 16 GA commercial grade work table with back splash, stainless steel top with shelf

- Wire Shelving – Chrome 24” depth (60 in) – (4) 74” stationary knock-down posts, 450 lb. per shelf of evenly distributed weight
- Medium-Duty Food Equipment Stand (48 in)
- Medium-Duty Work Table with Back Splash (24 in, 30 in) – 16 GA commercial grad work table with back splash, stainless steel top with shelf
- Clean Straight Dish Table (48 in)

5.3. Conclusion

This Scope of Work serves as a guideline for the successful execution of the commercial kitchen project. All parties involved are expected to adhere to the outlined tasks and responsibilities to ensure timely completion and compliance with industry standards.

6. Evaluation Phases

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.

2. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public

3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.

- 0= Did not submit
- 1 = Poor - Proposal is lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2 = Below Average - Proposal meets many of the basic requirements, specifications or provisions of the specific item, but is lacking in some essential aspects for the specific criteria.
- 3 = Average - Proposal adequately meets the minimum requirements, specifications, or provisions of the specific item, and is generally capable of meeting the County's needs for the specific criteria.
- 4 = Above Average - Proposal more than adequately meets the minimum requirements, specifications, or provisions of the specific criteria, and exceeds those requirements in some aspects for the specific criteria.
- 5 = Excellent - Proposal exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

4. Pricing elements shall be scored with lowest price/highest revenue receiving 5 points and calculating down from there based on percentage.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Company's Qualifications and Capabilities** Firm's qualifications, ability, and capacity to perform the scope of work and meet the needs of Flagler County.	0-5 Points	30 *(30% of Total)*

2.	**Qualifications of Personnel Assigned** Key personnel inclusive of resumes, licenses, business venues, etc. (this should be specific to your project)	0-5 Points	10 *(10% of Total)*
3.	**Experience on Similar Projects** Experience in providing similar services / references, including timeliness of performance; in order to evaluate past performance, all proposer are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RFP. For company name and/or ownership changes, appropriate documentation shall be required;	0-5 Points	20 *(20% of Total)*
4.	**Project Approach** Overall project methodology/approach to support the needs and objectives of the project;	0-5 Points	25 *(25% of Total)*
5.	**Cost Proposal** Total cost of project	0-5 Points	15 *(15% of Total)*

7. Pricing Proposal

ALL-INCLUSIVE PRICE

Line Item	Description	Each	Total Cost
1	Total Cost of Project	1	

8. Vendor Questionnaire

1. Acknowledgements

*1.1. Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes
☐ No

*Response required

*1.2. Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes
☐ No

*Response required

*1.3. By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

Compliance with E-Verify Federal Requirements

The Contractor shall 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 / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall

include the following language: “The Subcontractor shall 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 on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.” The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

☐ Yes
☐ No

*Response required

*1.4. Registration on Sam.gov**

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

☐ Yes
☐ No

*Response required

*1.5. Insurance Acknowledgement**

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

☐ Yes
☐ No

*Response required

*1.6. Drug-Free Workplace**

Please download the below documents, complete, and upload.

- DRUG_FREE_WORKPLACE.pdf

*Response required

*1.7. Name and Title of Authorized Agent of the Respondent**

Respondent acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed below, is authorized to execute contracts/agreements with Flagler County, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by Flagler County.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

*1.8. Conflict of Interest**

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of Flagler County. Further, all respondents must disclose the name of any Flagler County employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes
☐ No

*Response required

When equals "Yes"

*1.8.1. Enter explanation of the conflict of interest as indicated above. **

*Response required

*1.9. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Flagler County board(s) or committee(s)?**

Please indicate response.

☐ Yes
☐ No

*Response required

When equals "Yes"

*1.9.1. If you indicated YES to Flagler County board/committee question above...**

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*Response required

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

*2.1. Addenda/Questions Acknowledgement**

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the Solicitation closing date and have given consideration to all information in preparing the response to this Solicitation. Selecting YES will serve as confirmation of acknowledgement.

☐ Yes
☐ No

*Response required

3. Public Entity Crime

*3.1. Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent’s subcontractors and Respondent’s implementer, if any, is not under investigation for violation of such statutes.

☐ Yes
☐ No

*Response required

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

*4.1. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes
☐ No

*Response required

When equals "No"

4.1.1. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

*5.1. By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' **

☐ Yes
☐ No

*Response required

6. Forms/Documentation

*6.1. Proposal Form**

Please download the attached form, complete, and upload the completed form.

- Proposal_Form_11.18.24.pdf

*Response required

6.2. Memorandum of Authority

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

*6.3. W-9 **

Please attach current W-9 Form

*Response required

*6.4. Proof of Insurance **

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

6.5. Hold Harmless Agreement

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- Flagler_Hold_Harmless_Agree...

*6.6. Professional Certification/Licenses**

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

*Response required

*6.7. Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- Prohibition_Against_Contige...

*Response required

*6.8. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes**

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- Flagler_Human_Trafficking_A...

*Response required

*6.9. Financial Statement **

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

☐ Please confirm

*Response required

7. Proposal Information

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

Failure to provide the required information may result in the proposal not being considered.

*7.1. Submittal Letter / Company Profile **

Submittal Letter signed by an authorized agent of the firm.

A brief profile of the firm, including:

A. A brief history of the business;

B. Organizational structure of business;

C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;

D. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.

E. Ownership interests;

F. Active business venues (counties, states, etc.);

G. Present status and projected direction of business;

H. The overall qualifications of the business to provide the services requested;

I. The qualifications of the firm's employees who will work on the Contract;

J. Respondent shall also list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

*Response required

*7.2. Employee Qualifications **

Qualifications of the firm and the employees that will be assigned to the County.

Key personnel inclusive of resumes, licenses, business venues, etc.

*Response required

*7.3. Similar Projects and References **

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process.

Unless specifically asked by the County, Flagler County shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Respondent's qualification for the scope of services.

The Respondent shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this Request for Proposal (RFP).

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and E-mail address. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate. Use the attached Reference Form.

Please download the below document, complete, and upload.

- References_Form_11.18.24.pdf

*Response required

*7.4. Project Approach**

Overall project methodology/approach to support the needs and objectives of the project; including method for quality control.

*Response required

7.5. Additional Supporting Information

All supporting information that the Respondent believes relevant to understanding its proposal shall be included and referenced.

9. Definitions

As used in this Solicitation, the following terms shall have the meanings set forth below:

- **Construction Services**: Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include Contracts or work performed for the Department of Transportation.
- **Consultant**: The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the County.
- **Consultant's Services**: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.
- **Contract**: The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.
- **Contractor**: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.
- **Contract Administrator**: The Procurement and Contract Services Manager or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Procurement and Contract Services Manager.
- **County**: Shall mean the Flagler County Board of County Commissioners (a body corporate and politic and a subdivision of the State of Florida).
- **County's Project Manager(s)**: The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.
- **Day**: The word "day" means each calendar day or accumulation of calendar days.
- **Director**: The Procurement and Contract Services Manager for Flagler County Board of County Commissioners, Florida.

- **Person or Persons**: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- **Proposal**: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- **Proposer**: See Respondent.
- **Protest**: See process at www.flaglercounty.gov/departments/financial-services/purchasing under Procurement Manual.
- **Respondent**: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the RFP.
- **Respondent's Project Manager**: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.
- **Task Assignment**: Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.

Attachment A - Insurance Requirements

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.

Coverage	Minimum Amounts and Limits
Worker's Compensation Employer's Liability	Statutory requirements at location of work
	$1,000,000 each occurrence
	$2,000,000 disease, aggregate
	$1,000,000 disease, each employee
Commercial General Liability	$2,000,000 general aggregate
	$2,000,000 products-Comp.Ops Agg.
	$1,000,000 each occurrence
	$50,000 fire damage
	$0 medical expense
Automobile Liability (owned, hired, non-owned)	$1,000,000 combined single limit
Bodily Injury	$1,000,000 per person
	$1,000,000 per accident
Property Damage	$1,000,000
Professional Liability (when applicable)	$1,000,000 per claim
	$1,000,000 annual aggregate

*Insurance carrier(s) must have a minimum financial rating of A-.

Attachment B

Purchase Order (PO) Terms and Conditions

Providing any goods or service authorized by the PO constitutes acceptance of this entire PO without exception.

This PO authorizes delivery of the listed items or services. If a solicitation number is referenced, the terms and conditions of said solicitation become part of this PO. Deviation from prices on the PO is not permitted without a signed, corrected PO or Change Order. The "Provider" herein is the vendor of the goods or service under the approved PO.

Delivery. Shipping is defined as ***Freight on Board (FOB) Destination, Freight Allowed***. Title and risk of loss shall pass when items have been received, inspected, and accepted by Flagler County ("County"). All associated shipping, insurance, and other related costs shall be borne by the Provider.

Discontinued. Provider shall give County thirty (30) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within twenty-five (25) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within thirty (30) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO shall be governed by the laws of the State of Florida and the venue for any litigation arising from this PO shall be in Flagler County, Florida. The parties to this PO knowingly, voluntarily and intentionally waive their rights to a jury trial. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO. The Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability, worker's compensation ***(or state-issued exemption)*** and auto insurance in the amounts acceptable to the County thereto pertaining to this PO, *and* from an A.M. Best "A— "or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require that "Flagler County" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third-party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent (collectively "Intellectual Property), as provided under this PO, infringes or misappropriates any third party's intellectual property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall, at Provider's expense, indemnify, defend, and hold harmless the County, its officers, agents, and employees from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever resulting from, arising out of, allegedly arising out of, or in connection with the Provider's performance or nonperformance of services pursuant to this PO, whether said services are performed by the Provider, its agents, sub-agents, subcontractors, suppliers, appointees, or employees, or on behalf of the Provider, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Provider's performance or nonperformance of its services under this PO.

Modification & Assignment. The County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO quantity, or items shipped at a higher price than stated on the PO. Neither this PO nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to Flagler County Board of County Commissioners, Attention: Purchasing Department, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110, or if by email: rrounds@flaglercounty.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of the County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or

remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a County Contract, the originating County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, the County shall pay Provider within 45 (forty-five) days after receiving an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO number. Pursuant to Chapter 218, F.S., the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service AND a properly completed invoice, whichever is later. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct the amounts it is due from the Provider's payment or not pay disputed invoices until such a dispute is resolved. Nothing in this PO shall create any obligation on the part of the County to pay directly to any subcontractor or supplier of Provider any monies due to such subcontractor or supplier or claims of such subcontractor or supplier for amounts owed by Provider to subcontractor or supplier for goods or services provided under this PO.

Sovereign Immunity. The County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Contract and/or this PO to the contrary, nothing in the Contract and/or this PO shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort.

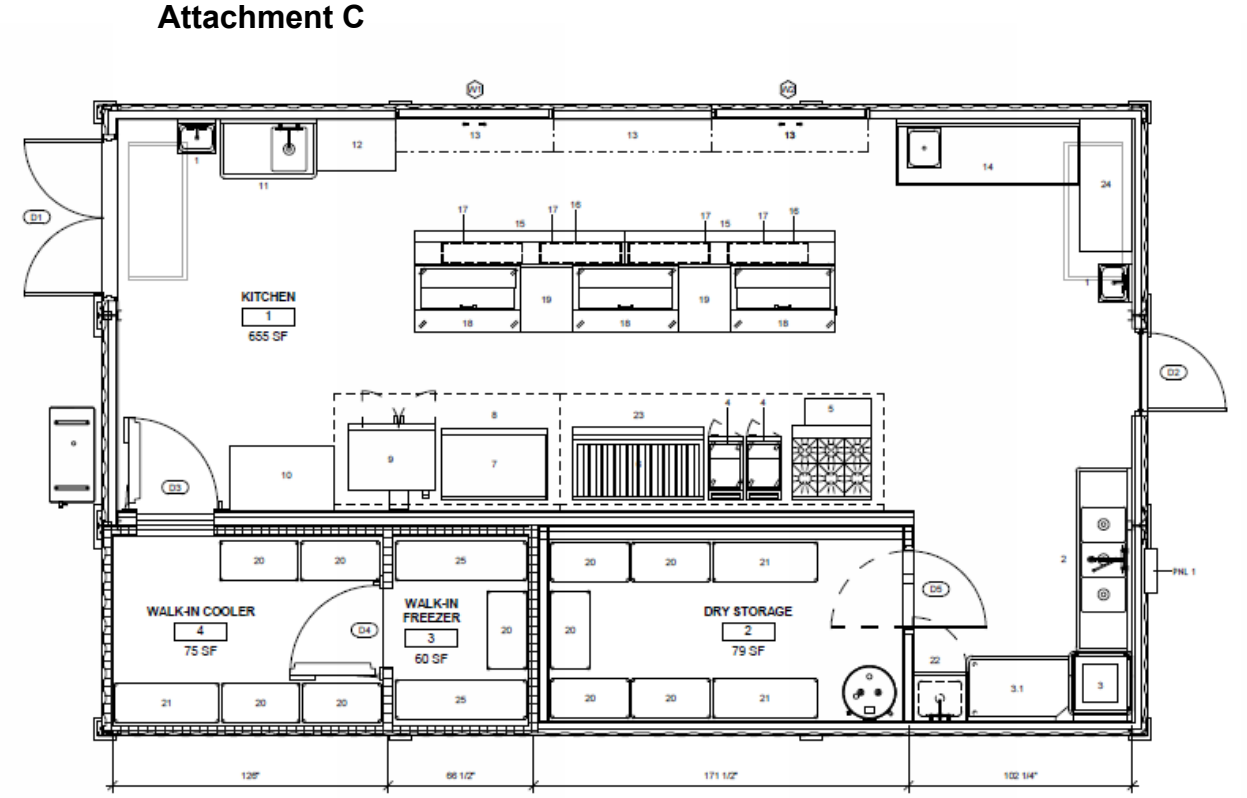
Taxes. The County is tax exempt from Florida sales tax (Exemption # 85-8013245979C-5). Certificates are available on request.

UCC. In addition to any rights or remedies contained in this PO, each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Provider's Terms and Conditions. If Provider's terms and conditions conflict with the County's Terms and Conditions, the County's Terms and Conditions shall prevail.

Warranty. Provider warrants that all work or services performed under this PO shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO), and free from defects and pursuant to specifications and requirements of the contract and/or to this PO. The Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

Attachment C



Untitled Map

Attachment D - Site Map

Write a description for your map.

Legend

Container Kitchen Location

Container Kitchen Location 861

Google Earth

Image © 2025 Airbus

200 ft

N

County of Flagler
Financial Services
E. John Brower MBA, CGFO, CPM, Director
1769 East Moody Boulevard | Building 2, Bunnell, FL 32110

[CONTEKPRO] RESPONSE DOCUMENT REPORT

RFP No. 25-RFP-045

Shipping Container Kitchen for Bull Creek

RESPONSE DEADLINE: March 18, 2025 at 2:00 pm

Report Generated: Thursday, April 3, 2025

ContekPro Response

CONTACT INFORMATION

Company:
ContekPro

Email:
yassine@contekpro.com

Contact:
Reda Atari

Address:
9826 SW Tigard St
Tigard, OR 97223

Phone:
(503) 308-1421

Website:
contekpro.com

Submission Date:
Feb 26, 2025 6:16 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 6, 2025 7:43 AM by Yassine Atari

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*
Pass

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*
Pass

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*
Pass

Compliance with E-Verify Federal Requirements

The Contractor shall 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 / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall 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 on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

Yes

REGISTRATION ON SAM.GOV*
Pass

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

INSURANCE ACKNOWLEDGEMENT*
Pass

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*
Pass

Please download the below documents, complete, and upload.

- DRUG_FREE_WORKPLACE.pdf

DRUG_FREE_WORKPLACE.pdf

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*
Pass

Respondent acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed below, is authorized to execute contracts/agreements with Flagler County, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by Flagler County.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Reda Attahri

CONFLICT OF INTEREST*

Pass

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of Flagler County. Further, all respondents must disclose the name of any Flagler County employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY FLAGLER COUNTY BOARD(S) OR COMMITTEE(S)?*
Pass

Please indicate response.

No

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

ADDENDA/QUESTIONS ACKNOWLEDGEMENT*
Pass

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the Solicitation closing date and have given consideration to all information in preparing the response to this Solicitation. Selecting YES will serve as confirmation of acknowledgement.

Yes

3. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*
Pass

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent’s subcontractors and Respondent’s implementer, if any, is not under investigation for violation of such statutes.

Yes

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*
Pass

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the

Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *
Pass

Yes

6. Forms/Documentation

PROPOSAL FORM*
Pass

Please download the attached form, complete, and upload the completed form.

- Proposal_Form_11.18.24.pdf

Proposal_Form_11.18.24.pdf

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

No response submitted

W-9 *
Pass

Please attach current W-9 Form

Marvel_Buildings_W9.pdf

PROOF OF INSURANCE *
Pass

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

Contekpro_Liab_Ins.pdf

HOLD HARMLESS AGREEMENT
Fail

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- Flagler_Hold_Harmless_Agree...

Flagler_Hold_Harmless_Agreement_11.18.24.pdf

PROFESSIONAL CERTIFICATION/LICENSES*
Fail

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

33.23_Kb.pdf

PROHIBITION AGAINST CONTINGENT FEES*
Fail

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- Prohibition_Against_Contige...

Prohibition_Against_Contigent_Fees_11.18.24.pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*
Pass

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- Flagler_Human_Trafficking_A...

Flagler_Human_Trafficking_Attestation_11.18.24.pdf

FINANCIAL STATEMENT *
Pass

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Confirmed

7. Proposal Information

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

Failure to provide the required information may result in the proposal not being considered.

SUBMITTAL LETTER / COMPANY PROFILE *
Fail

Submittal Letter signed by an authorized agent of the firm.

A brief profile of the firm, including:

A. A brief history of the business;

B. Organizational structure of business;

C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;

D. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.

E. Ownership interests;

F. Active business venues (counties, states, etc.);

G. Present status and projected direction of business;

H. The overall qualifications of the business to provide the services requested;

I. The qualifications of the firm's employees who will work on the Contract;

J. Respondent shall also list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

Product-Overview-2025.pdf
ContekPro+Modular+Kitchen+-+Brochure+2025.pdf

EMPLOYEE QUALIFICATIONS *
Fail

Qualifications of the firm and the employees that will be assigned to the County.

Key personnel inclusive of resumes, licenses, business venues, etc.

Apogee-Case-Study.pdf
SeaWorld-TX-Case-Study.pdf

SIMILAR PROJECTS AND REFERENCES *
Fail

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process.

Unless specifically asked by the County, Flagler County shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Respondent's qualification for the scope of services.

The Respondent shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this Request for Proposal (RFP).

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and E-mail address. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate. Use the attached Reference Form.

Please download the below document, complete, and upload.

- References_Form_11.18.24.pdf

Apogee-Case-Study.pdf

PROJECT APPROACH*
Fail

Overall project methodology/approach to support the needs and objectives of the project; including method for quality control.

ContekPro-Process.pdf

ADDITIONAL SUPPORTING INFORMATION
Fail

All supporting information that the Respondent believes relevant to understanding its proposal shall be included and referenced.

Quotation_-_S00833.pdf

PRICE TABLES

ALL-INCLUSIVE PRICE

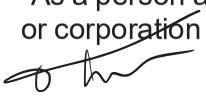
Line Item	Description	Each	Total Cost
1	Total Cost of Project	1	$477,196.84

DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print/type name of firm):

Contekpro

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".



Authorized Signature

02/25/25
(Date)

Reda Attahri
(Print Name)

STATE OF FLORIDA, COUNTY OF_____

The foregoing instrument was acknowledged before me this ____ day of _____, 20

by _____, who is personally known to me or who has produced ____

_____ as identification and who did take an oath.

My Commission Expires:

_____
Notary Public

02/26/25

Date

PROPOSAL FORM

The undersigned hereby declare(s) that [firm name] Contekpro has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this RFP.

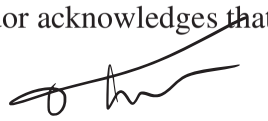
I hereby certify that I have read and understand the requirements of this Request for Proposals and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with Flagler County Board of County Commissioners. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Flagler County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types* of *Insurance*, upon notification of recommendation of award.

The County reserves the right to negotiate with the award vendor(s) for additional items similar in nature not known at time of closing.

The vendor acknowledges that information provided in this proposal is true and correct:

✘ 

Signature / Authorized Signatory

Reda Attahri

Printed Name

Key Account executive — 02/26/25

Title — Date

Contekpro

Company Name

9826 SW Tigard St, Tigard OR 97223

Full Address

503-308-1421 — reda@contekpro.com

Telephone — Fax — E-mail Address

81-1097047

Dun & Bradstreet # — Federal I.D. #

Florida dbpr Department of Business & Professional Regulation

FLA Manufactured Building Program
2601 Blair Stone Road
Tallahassee, Florida 32399-0772
Phone: 850.487.1824 • Fax: 850.414.8436

Halsey Beshears, Secretary

Ron DeSantis, Governor

March 23, 2022

Attahri Yassine

ContekPro, LLC
9826 SW Tigard Street
Tigard, OR 97223

RE: Manufacturer Certification, ID MFT-13765; Expiration Date: December 09, 2024

Dear Attahri Yassine

It is my pleasure to inform you that ContekPro, LLC, located at 9826 SW Tigard Street, Tigard, OR 97223, has been approved under the Manufactured Buildings Program, as provided for under Chapter 553, Part I, Florida Statutes, to manufacture Manufactured Buildings for installation in Florida.

Construction or modification on a manufactured building cannot begin until the Third Party Agency has approved the plans in accordance with the current Florida Building Code. Your Third Party Agency is a contractor for the Department and has statutory authority and responsibilities that must be met to maintain approved status. You may expect and demand quality plans review and inspections.

Each Code change will make your plans obsolete until they have been reviewed, approved and indicated [on the cover page of the plans] for compliance with the Code by your Third Party Agency for plans review. Please ensure that your plans are in compliance and are properly posted on our website. All site-related installation issues are subject to the local authority having jurisdiction.

The Department's contractor will make unannounced monitoring visits at least once each year. You must grant complete access to your manufacturing facility and records to remain in compliance with the rules and regulations of this program.

Your certification is approved for three years from this date. You will receive a renewal notice by Email generated by the BCIS (www.floridabuilding.org) for online renewal. If you have questions you may contact Robert Lorenzo at 850-717-1835 or our FAX at 850-414-8436.

Please visit our website at www.floridabuilding.org to see valuable information on the Florida Manufactured Buildings Program. A copy of this letter must accompany applications for local building permits.

Sincerely,

Robert Lorenzo
Manufactured Buildings Program

cc: T.R. Arnold and Associates, Inc.

Contractor Name:

Solicitation Number:

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDASTATUTES

Name of Entity/Contractor: Contekpro ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with Flagler County Board of County Commissioners, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Flagler County Board of County Commissioners, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use ***coercion to* employ any person for *labor* or *services*.** Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. if, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Reda Atari Title: Key Account Executive

Signature: Date: 02/26/25

DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (print/type name of firm):

Coutek Pro

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies ~~fully with~~ the requirements set forth herein".

Authorized Signature

03/25/25
(Date)

Yassine Attahri
(Print Name)

STATE OF ~~FLORIDA~~ Oregon -MK, COUNTY OF Multnomah

The foregoing instrument was acknowledged before me this 25 day of March, 2025 by Yassine Attahri, who is personally known to me or who has produced OR DL as identification and who did take an oath.

My Commission Expires: 10-03-2027

Notary Public

OFFICIAL STAMP
MALACHI KEITH MCNEAL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1040971
MY COMMISSION EXPIRES OCTOBER 03, 2027

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, Contekpro, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By _____ Date 03/25/25
(Signature)

By Yassine Attahri
Corporate Officer Name & Title

STATE OF Oregon
COUNTY OF Multnomah

Sworn to/affirmed and subscribed before me this 25 *day of* March, *20*25, *by* Yassine Attahri, *who is personally known to me or who has produced* OR DL *as identification.*

OFFICIAL STAMP
MALACHI KEITH MCNEAL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1040971
MY COMMISSION EXPIRES OCTOBER 03, 2027

NOTARY PUBLIC – STATE OF Oregon
Type or print name: Malachi Keith McNeal
Commission No.: 1040971
Commission Expires: 10-03-2027
(Seal)

HOLD HARMLESS AGREEMENT

I, Yassine Attahiri, (*print owner's name*), am the owner of Contempo (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide Flagler County Board of County Commissioners with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On 03/25, 2025, Flagler County Board of County Commissioners and I or (*the above-named business)* entered into a Contract for_____(*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against Flagler County Board of County Commissioners and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of Flagler County Board of County Commissioners or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against Flagler County Board of County Commissioners and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless Flagler County Board of County Commissioners, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with Flagler County Board of County Commissioners, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of Flagler County Board of County Commissioners or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys, and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against Flagler County Board of County Commissioners in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended, nor should it be construed as, a waiver of sovereign immunity of Flagler County Board of County Commissioners under Section 768.28, Florida Statutes.

Owner: Yassine Attahri *(print name)* _____

(signature)

Employee 1: _____ *(print name)* _____

(signature)

Employee 2: _____ *(print name)* _____

(signature)

Employee 3: _____ *(print name)* _____

(signature)

STATE OF Oregon

COUNTY OF Multnomah

Sworn to and subscribed before me this 25 *day of* March, *2025, by* Yassine Attahri, *who is/are personally known to me or who has/have produced* OR DL *as identification.*

OFFICIAL STAMP
MALACHI KEITH MCNEAL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1040971
MY COMMISSION EXPIRES OCTOBER 03, 2027

NOTARY PUBLIC – STATE OF Oregon

Type or print name: Malachi Keith McNeal

Commission No.: 1040971

Commission Expires: 10-03-2027

(Seal)

REFERENCES

Agency **#1**	Seaworld San Diego / Seaworld San Antonio
Address	500 Sea World Dr. / 10500 SeaWorld Dr
City, State, ZIP	San Diego, CA 92109 / San Antonio, TX 78251
Contact Person	Lary Giles
E-mail	reda@contekpro.com Phone:
Date(s) of Service	2022 (San Diego) 2023 (San Antonio)
Type of Service	San Diego: 960 sqft modular kitchen + 160 sqft restroom / San Antonio: 960 sqft modular kitchen + 320 sqft modular kitchen
Comments:	ContekPro provided design & engineering services, state approval (HUD), the finished kitchen, kitchen equipment, HVAC, shipping, on-site installation assistance.
Agency **#2**	Apogee Golf
Address	
City, State, ZIP	Hobe Sound, Florida 33455
Contact Person	Christopher Monaco
E-mail	Cmonaco@apogeeclub.com Phone:
Date(s) of Service	2024
Type of Service	1280 sqft modular kitchen
Comments:	ContekPro provided design & engineering services, state approval (HUD), the finished kitchen, kitchen equipment, HVAC, shipping, on-site installation assistance.
Agency **#3**	City of Portland / Temporary Alternative Shelter Sites
Address	1490 SE Gideon St. / 10505 N. Portland Road
City, State, ZIP	City of Portland
Contact Person	Michelle Ladd
E-mail	Michelle.Ladd@portlandoregon.gov Phone:
Date(s) of Service	2022 & 2023
Type of Service	(6) Restroom/Shower units, (2) Modular Kitchens
Comments:	ContekPro provided design & engineering services, the finished kitchen, kitchen equipment, HVAC, shipping, on-site installation assistance.

TEKPRO
R KITCHENS

DUCT
VIEW



Building the future of food service

o.com

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MODULAR
HEN EXPERT

nerican specialist

red in Oregon
gineering, and manufacturing in-house
modular manufacturer in multiple states
ng permit approval record

l experience

lar units delivered
n dollar projects with large **h**ospitality, food service and
ntractors
n the USA, the Caribbeans and Africa

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Trusted by the best

SeaWorld

Six Flags

Discovery LAND COMPANY

BOYNE RESORTS
EXPERIENCE THE LIFESTYLE

CHALLENGE WITH
DITIONALLY-BUILT
HENS

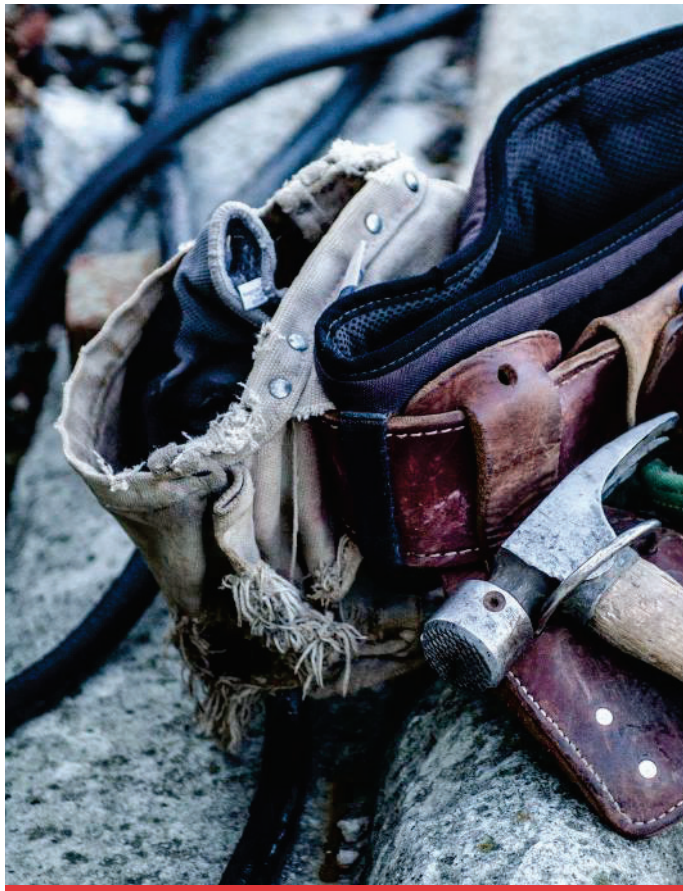
traditional construction
ects experience budget

ades and contractors

t quality and frequent

Build time
- Up to 18 months to build
- Frequent projects delays

Environment
- Construction and water waste
- High carbon footprint



The new post-pande
construction wor

Chronic labor shortag
Rising construction co
Disrupted supply cha
Sustainable constructi

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PRODUCT

y factory-built permanent kitchen that offers the
a brick and mortar kitchen and the benefits of
struction.

ve
cost savings
depreciation
od)
e value on
market

Speed to market
- Up to 50% faster to deploy
- Improved project schedule certainty

deployment
umber of
s
-site

l fast

Sustainability
- Lower carbon footprint
- 70% less construction waste
- Reusable and recyclable





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FEATURES

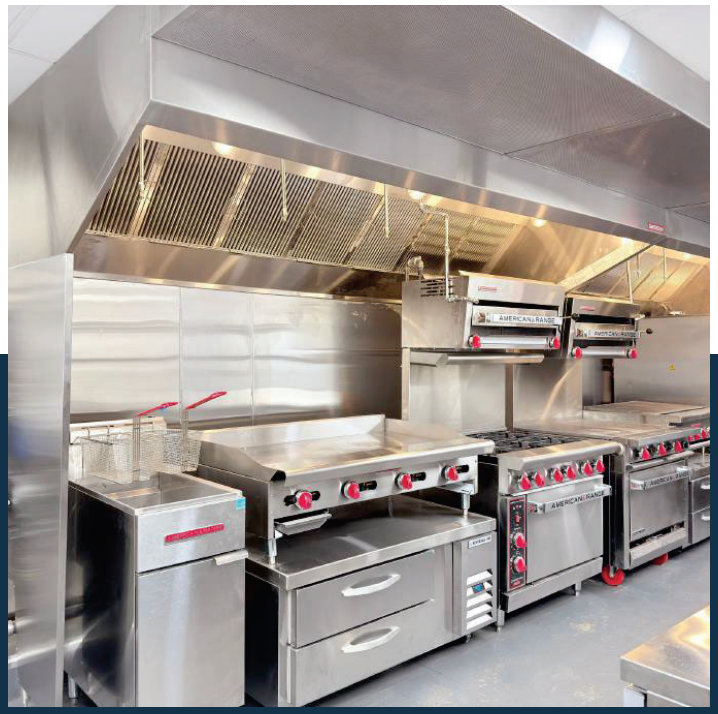


Turnkey

assembled and 95% finished

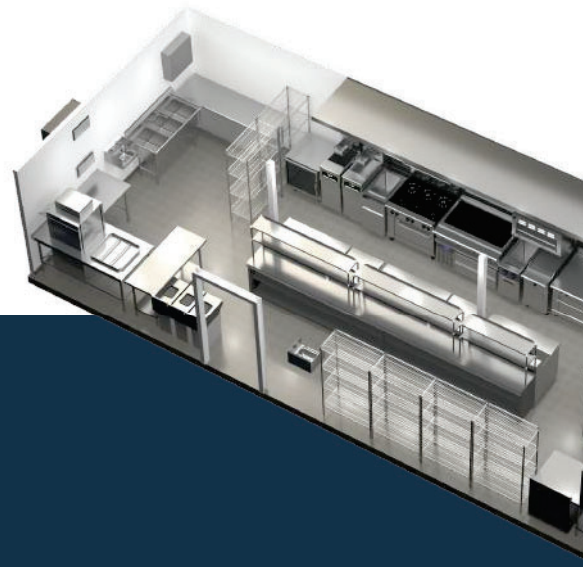
pre-installed equipment, HVAC and insulation...

outdoor, indoor or attached to ilding



High quality and durable

- Corten steel structure with metal stud framing resistant to extreme work and weather conditions
- Commercial grade assemblies and equipment
- Built to International Building Code, 3rd party inspected and HUD tag provided



Proven kitchen floo

- Multiple sizes from 160 SF to +6
- Versatile applications: cafeteria, commissary, bars...
- Pre-designed and configurable

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FEATURES



lass customer service

itectural drawings signed and
nsed PE

ation assistance

ide and techincal
n available on your online client



Easy, fast, & cost-effective installation

- Simple utility connection point
- Cost-effective and light site preparation
- Relocatable at will

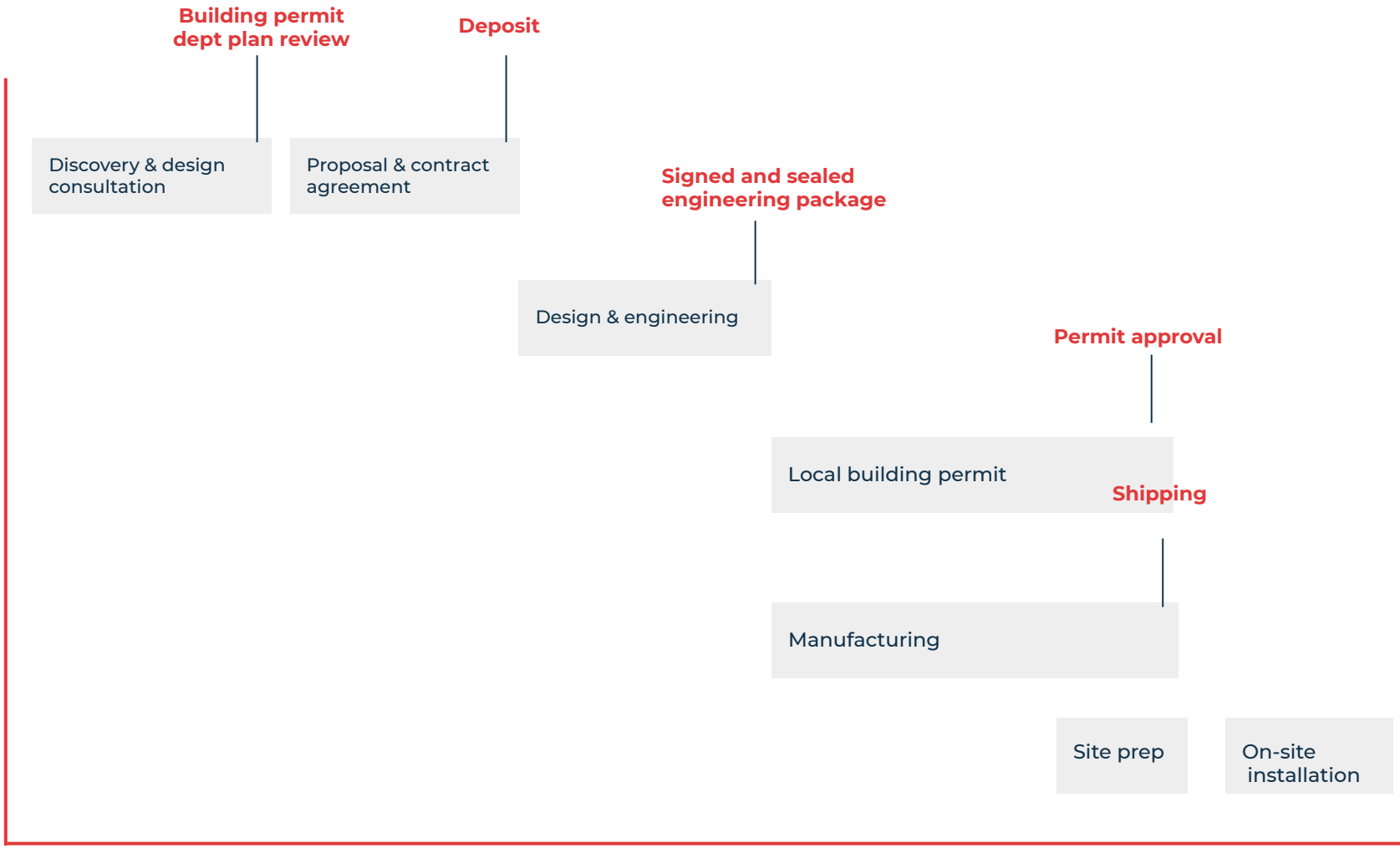


Customizable des

- Cladding (metal, wood...)
- Signage and branding element
- Window and door placement

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REAMLINED AND STANDARDIZED PROCESS



*Lead time varies based on on production capacity a

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D A TEMPORARY
HEN DURING
STRUCTION?

naire offers state-of the art mobile
tals designed to keep you cooking.

use mobile kitchen: Pre-assembled and
for immediate use.
ial-grade kitchen equipment:
with professional appliances for
food prep.
ode: Fully compliant with local health
y regulations.



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PORT UNITS

ation kitchens to laundry rooms and walk-in coolers, we de range of modular units to support your operations e context and location.

n kitchen

Bars
160 sqft
320 sqft
640 sqft

Restrooms
160 sqft
320 sqft
640 sqft

oler, freezer
rage

Laundry
320 sqft
640 sqft

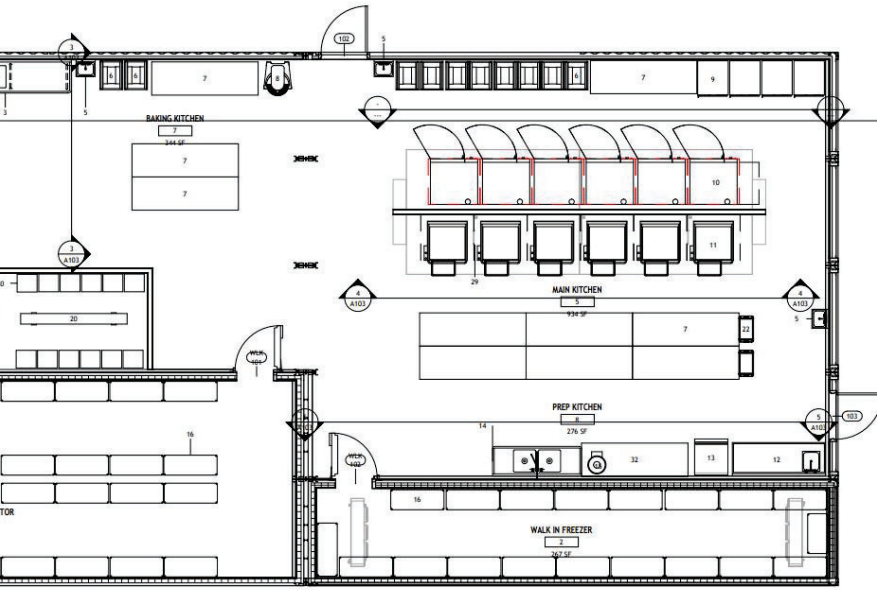
Dishwashing
320 sqft
640 sqft

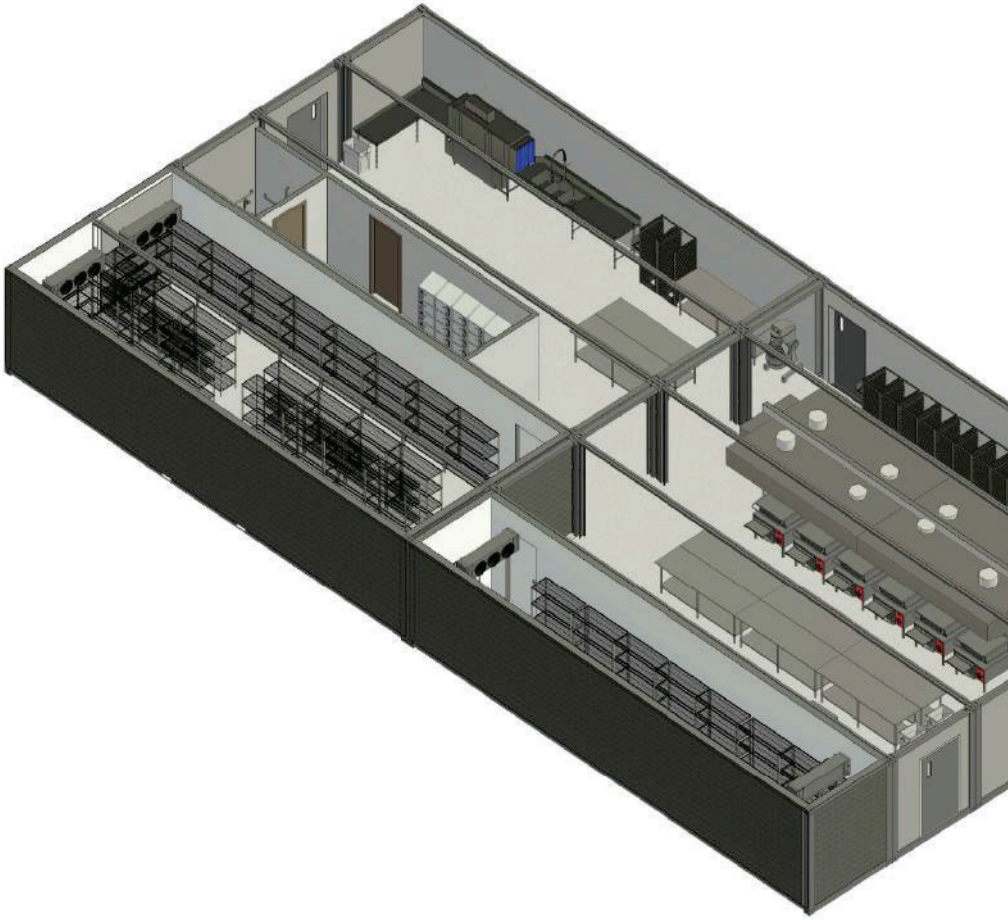


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JECTS

tprint kitchen to produce 2500+ hot meals to feed
on workforce for a 3-year construction project



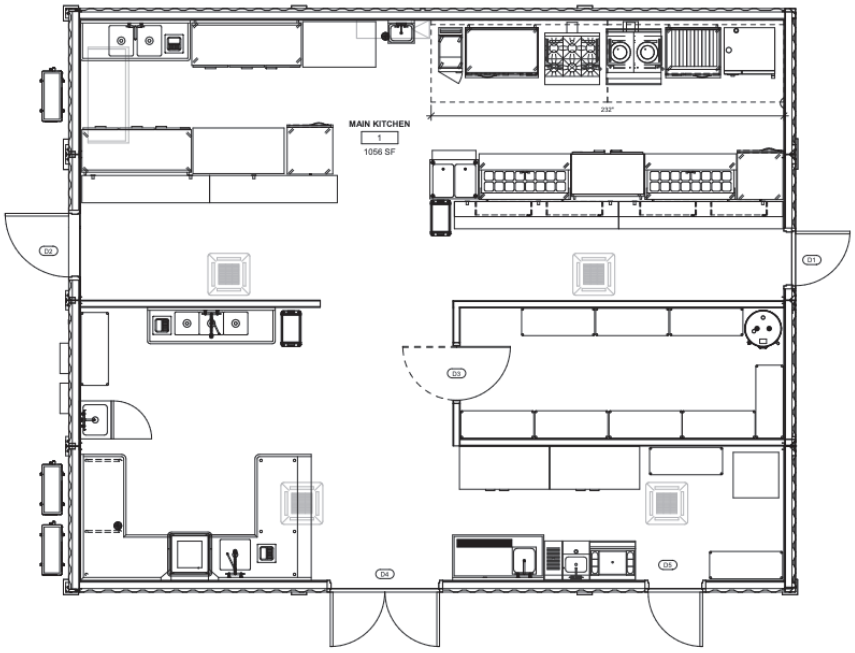


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JECTS

tprint full-service kitchen to support their under
on, three world-class golf courses.

orida



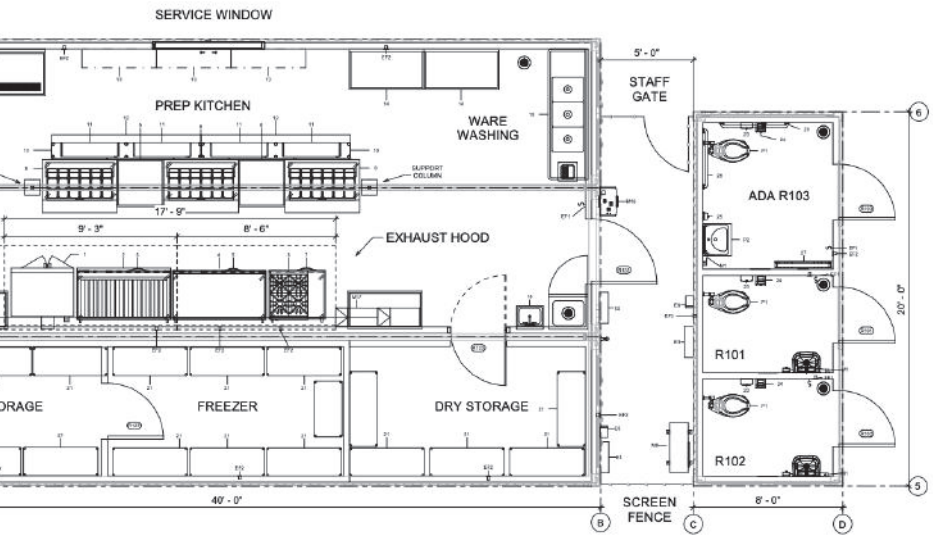




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JECTS

ia amusement park required a large footprint kitchen
-in cooler and freezer accessible from the insite.







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JECTS

ume Quick Service Restaurant kitchen attached to a
t dining room in a ski resort.





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JECTS

kitchen for a beach resort

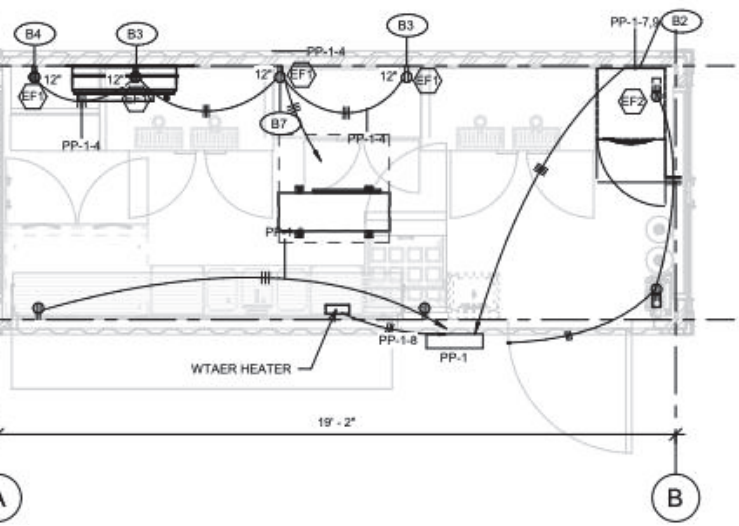




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JECTS

otprint kitchen for a beach resort.



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JECTS

uilt boutique resort needed a small footprint bar for
rage service.

on



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VERED PROJECTS

for an event venue in Washington





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IK YOU

t us:

contekpro.com

our Frequently Asked
ons:

pro.com/faq

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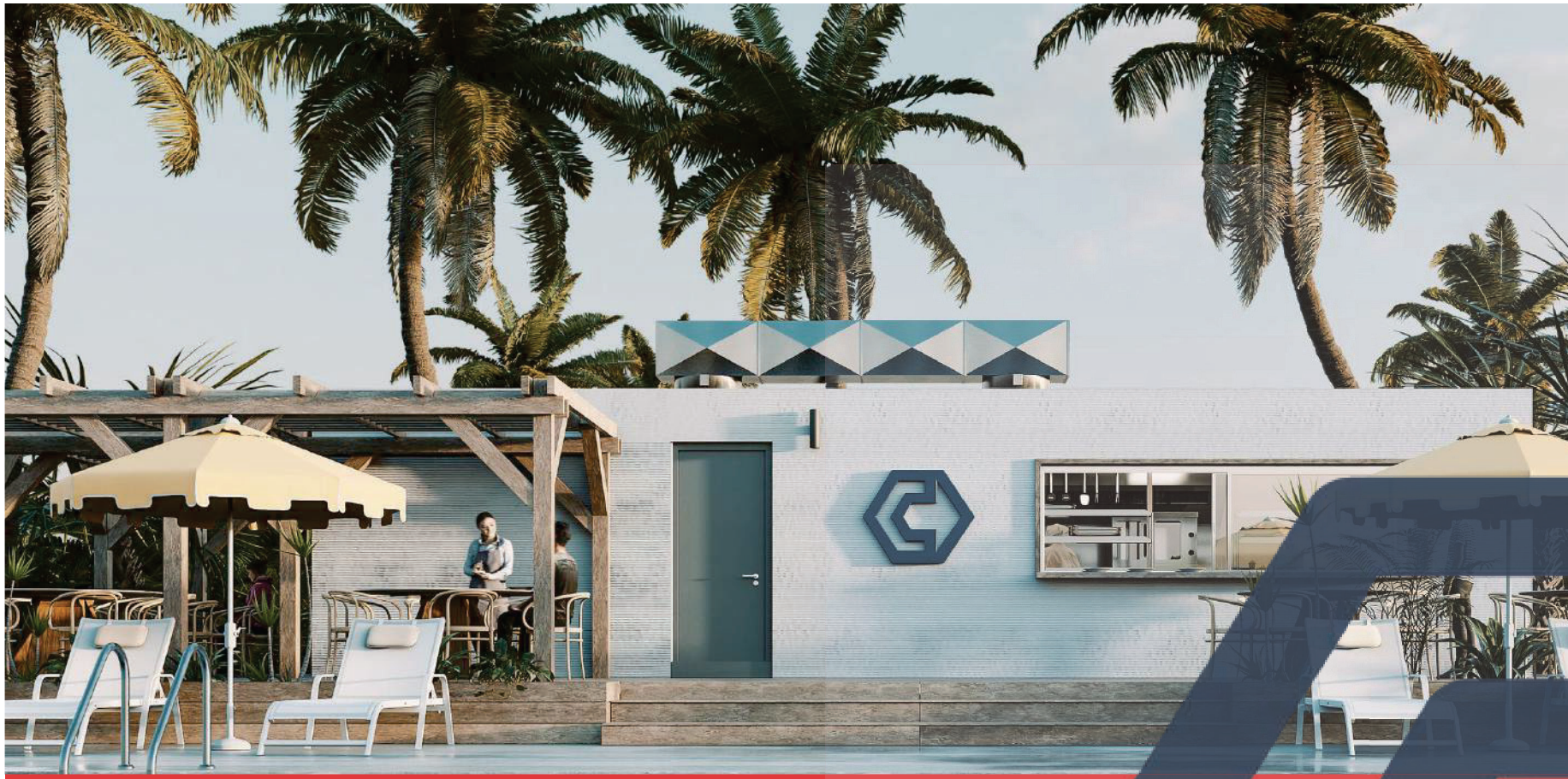


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contekpro.com

TEKPRO
R KITCHENS

HURE



Modular Prefabricated Kitchens for Food Service Providers

o.com

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Fast-Foods
Hotels & Resorts

Case studies

Frequently Asked Questions

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UT US



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SSAGE FROM OUR NDERS

t, our role is to empower food service providers with the kitchen they need to hit the ground running and better creativity with their patrons.

o give you everything you need to create your dream kitchen without the usual hassle and compromises you with traditional construction, and inspire you to deliver le experiences to your customers consistently, and

ns of modular kitchens, we are proud to lead the industry help more food businesses discover the unique benefits of nstruciton. We aim to revolutionize the way commercial thought about and constructed.



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PREFAB
HEN EXPERT

merican specialist

gineering, and manufacturing in-
regon

modular manufacturer in
S States

ng permit approval

al experience

on dollar projects with large
food service pand military
s

n the USA, the Caribbeans and



+200 modular units manufactured for the

SeaWorld

Six Flags

DISCOVERY LAND COMPANY

BOYNE RESORTS
EXPERIENCE THE LIFESTYLE

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WHAT DEFINES US

Elevated customer experience

We endeavor to offer kitchens that make life simpler for our customers, from the design and ordering process, right through to delivery, installation, and support.

The future is m

Off-site manufacturin full control to ensure consistency, build tim certainty.

Manufacturing Technology

We have developed our own leading-edge software ecosystem to to automate operations, quality control, and production schedules for maximum efficiency and quality consistency.

Sustainable int future

We are responsible a environmentally con every aspect of what Our kitchens are des be durable and ener efficient.

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DUCT



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CHALLENGE WITH
DITIONALLY-BUILT
HENS

traditional construction
ects experience budget

ades and contractors

nt quality and frequent

Build time

- Up to 18 months to build
- Frequent projects delays

Environment

- Construction and water waste
- High carbon footprint



The new post-pandemic construction world

Chronic labor shortage
Rising construction costs
Disrupted supply chain
Sustainable construction

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MODULAR
HENS

en is a **high-quality**
nt kitchen manufactured
nd delivered pre-assembled.

e efficiency of a brick and
chen with the benefits of
construction.

ular kitchen **match**
al brick and mortar
in terms of efficiency,
nce, design, comfort, and
ndards.

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EFITS

ive

- cost savings
- depreciation
- d)
- e value

Speed to market

- Up to 50% faster to launch
- Better project schedule certainty

Hassle-free

- Reduced number of contractors
- Minimal on-site disruption
- Simple and fast installation

Sustainability

- Lower carbon fo
- 70% less constru
- Reusable and re



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FEATURES



Turnkey

are off-site manufactured
ed 95% finished, with pre-
ipment so you can start
m day one

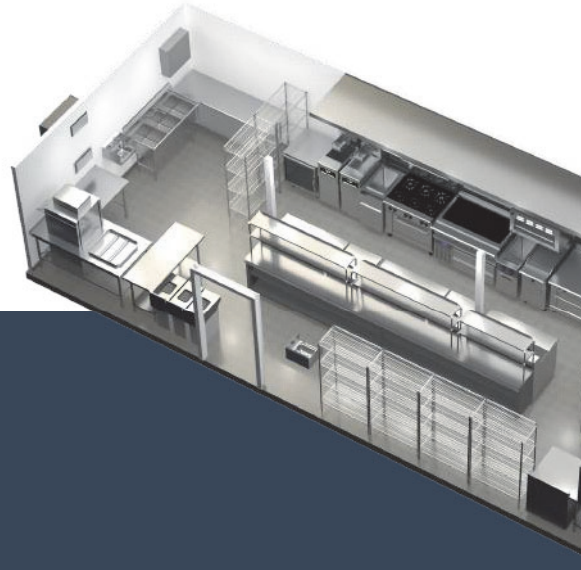
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High quality and durable

Made from a Corten steel structure with metal stud framing, and using the highest-quality, and commercial-grade material and equipment, our kitchens can resist harsh work and weather conditions.

They are built to IBC standards, 3rd party inspected and delivered with HUD tag.



Proven kitchen floo

From 160 SQFT to +3,200 SQFT
proven floor plans designed a
our team of experts to optimiz
comfort, storage capacity, and
volume



class customer service

s a complete solution including
dular kitchen but also a signed
neering package, and an on-site
stance on your project.

allation guides, plans and
nentation on your online client



Easy, fast, & affordable installation

Our units require a light site-preparation and use our innovative single utility connection point which makes installation and relocation simple, quick, and cost effective anywhere in the world.

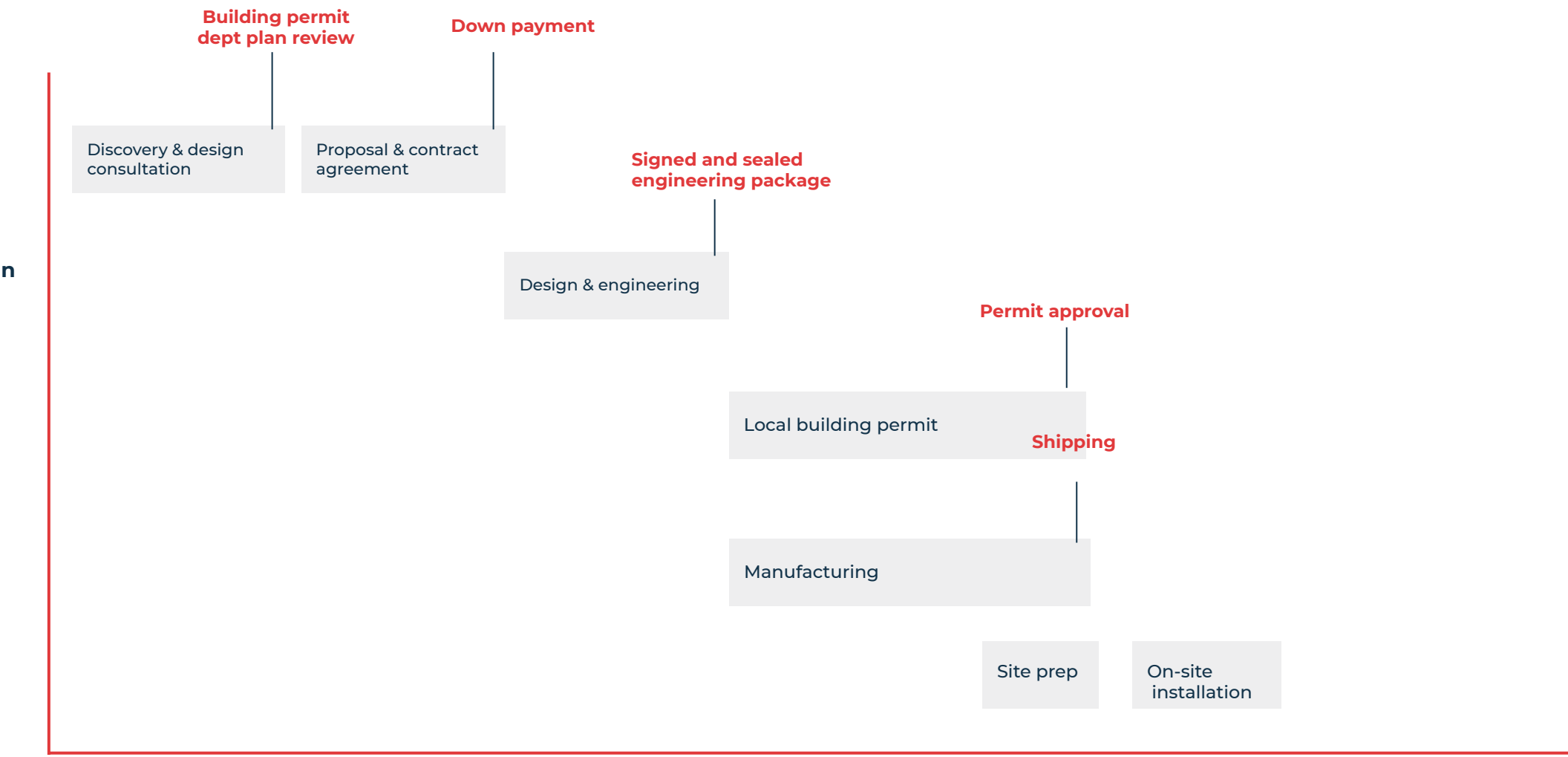


Customizable des

Customize the exterior finish of ou
adding cladding, signage and bra
elements.

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REAMLINED AND STANDARDIZED PROCESS



*Lead time varies based on on production capacity a

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D A TEMPORARY HEN DURING STRUCTION?

kitchen needs an upgrade, don't let the disrupt your operations. Mobile Culinaire of-the-art mobile kitchen rentals keep you cooking.

use mobile kitchen: Pre-assembled and for immediate use.
ial-grade kitchen equipment: Equipped essional appliances for seamless food

ode: Fully compliant with local health and ulations.



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PORT UNITS

ation kitchens to laundry rooms and walk-in coolers, we provide
of modular units to support your operations whatever the

n kitchen

Bars
80 sqft
160 sqft

Restrooms
160 sqft
320 sqft
640 sqft

oler, freezer
rage

Laundry
320 sqft
640 sqft

Dishwashing
320 sqft
640 sqft



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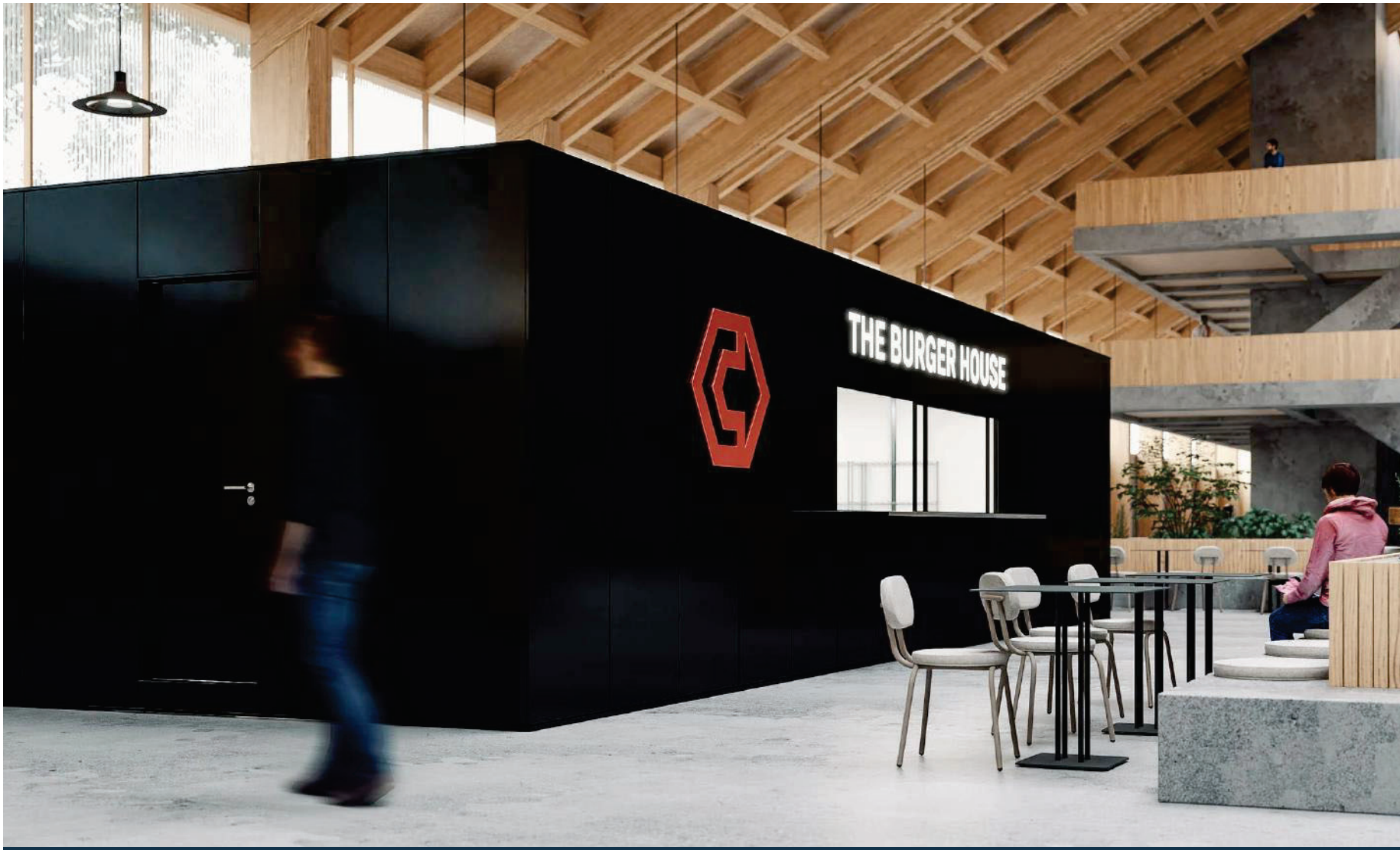
DELS



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FOOD

NG AT
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ContekPro Bolt series is the product line for quick service, fast-casual, or fast-food restau
looking to quickly implement a high-performance service commercial kitchen with flexi
and scalability built-in

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LT 160

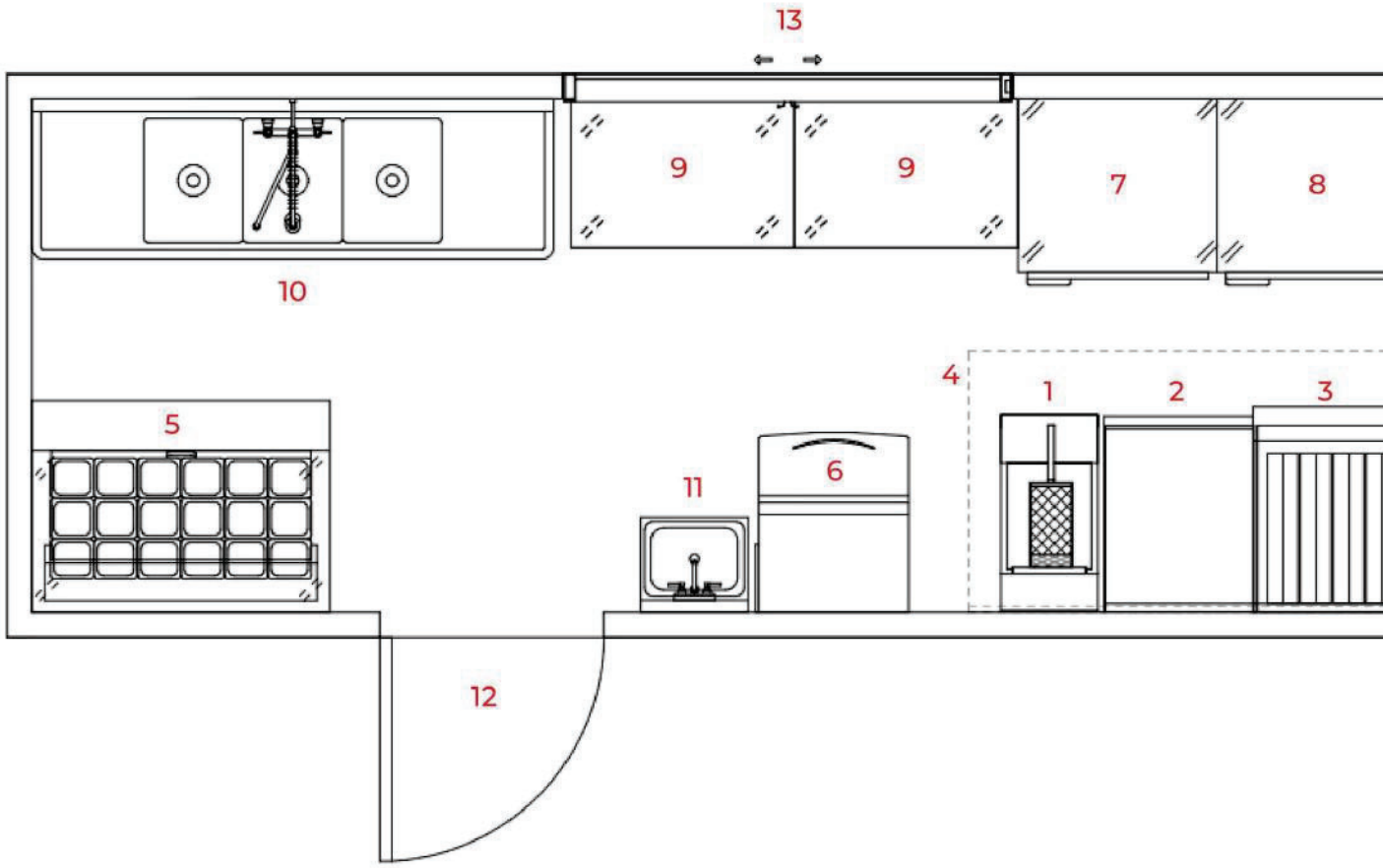
8'
: 20'
9'6"
feet: 160

pplications:
l food
Service Restaurant
ood

g price*:
0

g price corresponds
nodular building only
equipment.

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Cooking
1- Fryer
2- Griddle
3- Charbroiler

HVAC*
4- Exhaust hood with fire-suppression system

Refrigeration
5- Salad prep fridge
6- Ice maker
7- Worktop refrigerator
8- Worktop freezer

Preparation and storage
9- Stainless steel worktable

Washing
10- 3-comp sink
11- Handwash sink

Structural
12- Door
13- Serving windo

**AC included*

LT 320

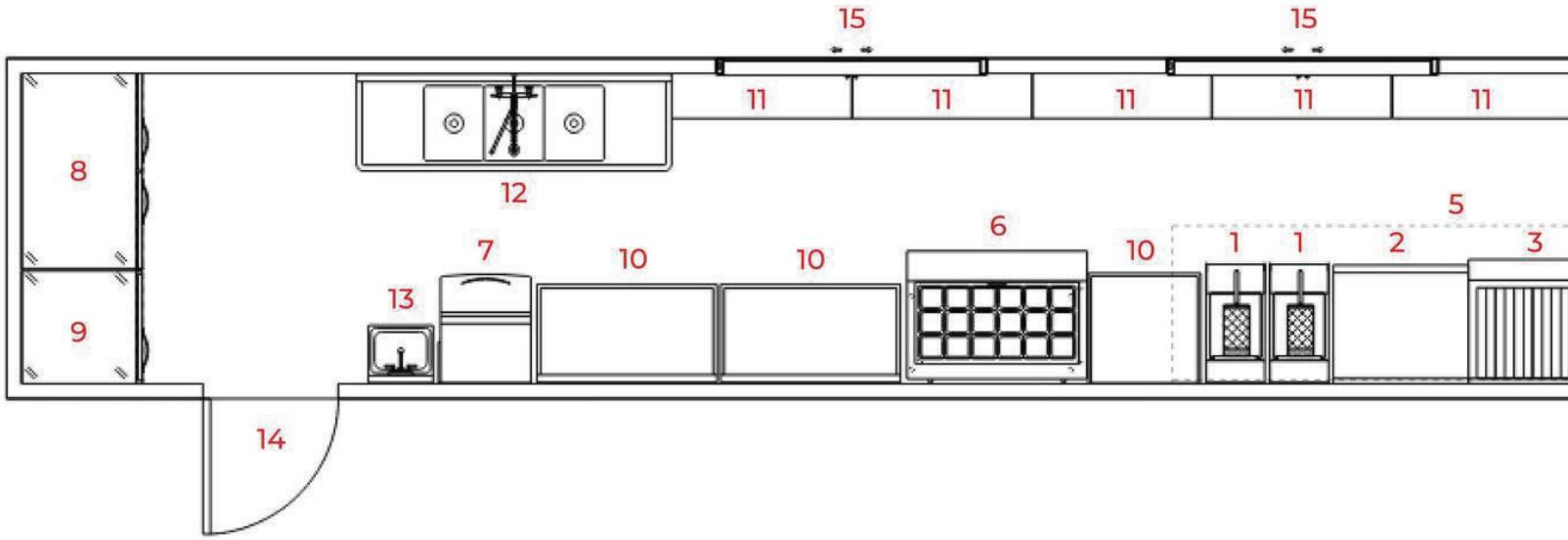
8'
: 40'
9'6"
feet: 320

pplications:
l food
Service Restaurant
ood

g price*:
0

g price corresponds
nodular building only
equipment.

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Cooking
1- Fryer
2-Griddle
3- Charbroiler
4- Double deck convection oven

HVAC*
5- Exhaust hood with fire-suppression system

**AC included*

Refrigeration
6- Salad prep fridge
7- Ice maker
8- Reach-in freezer
9- Reach-in refrigerator

Preparation and storage
10- Stainless steel worktable
11- Shelves

Washing
12- 3-comp sink
13- Handwash shin

Structural
14- Door
15- Service windov

LT 640

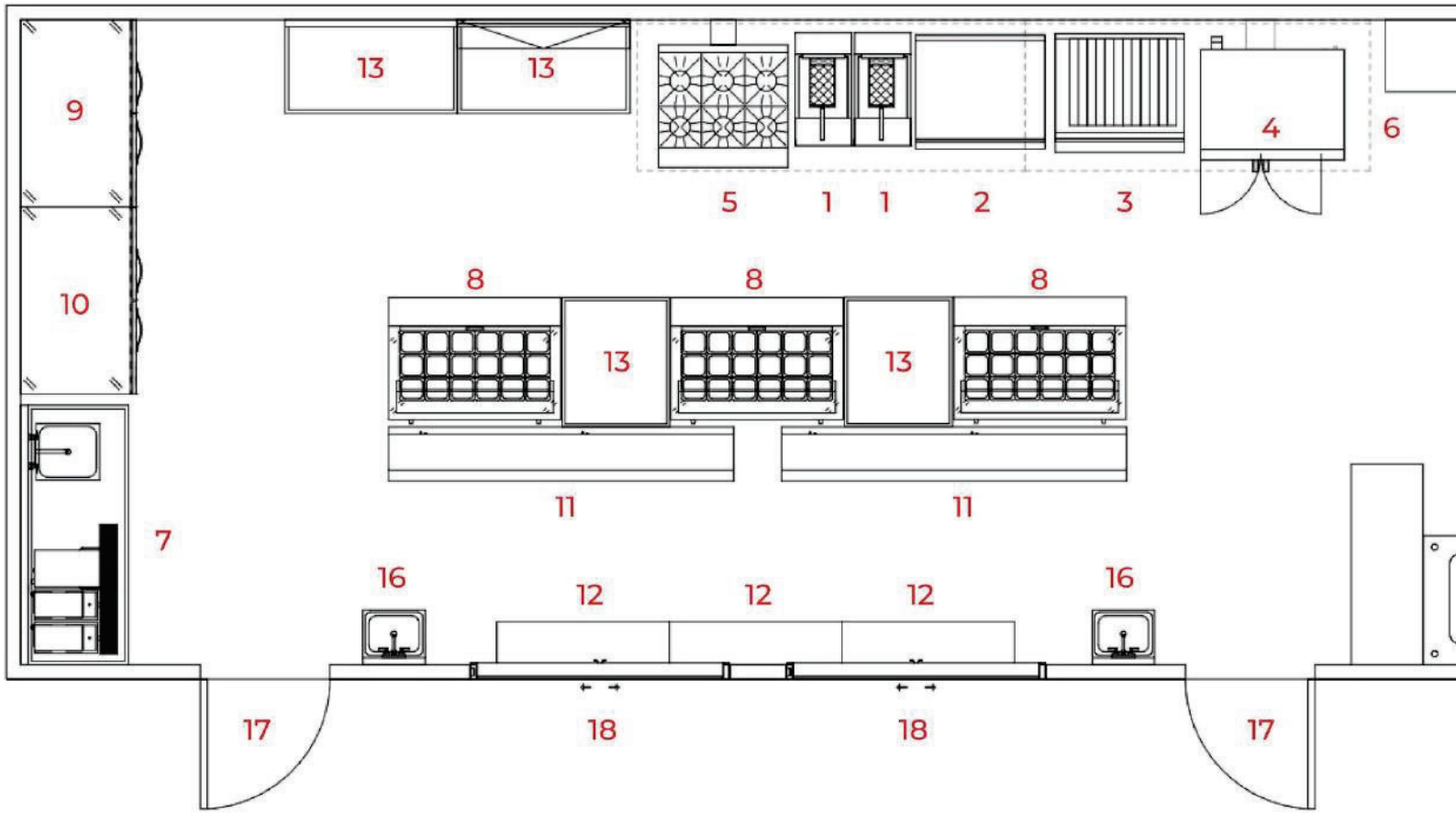
16'
: 40'
9'6"
feet: 640

pplications:
al food
k Service Restaurant
ood

g price*:
0

g price corresponds
nodular building only
t equipment.

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Cooking
1- Fryer
2- Griddle
3- Charbroiler
4- Double deck convection oven
5- Burner range

HVAC*
6- Exhaust hood with fire-suppression system

**AC included*

Refrigeration
7-Beverage station
8- Salad prep fridge
9- Reach-in freezer
10- Reach-in refrigerator

Preparation and storage
11- Pass through shelves
12- Shelves
13- Stainless steel worktable

Washing
14- 3-comp sink
15- 1-comp sink
16- Handwash sink

Structural
17- Door
18- Serving windo

LT 960

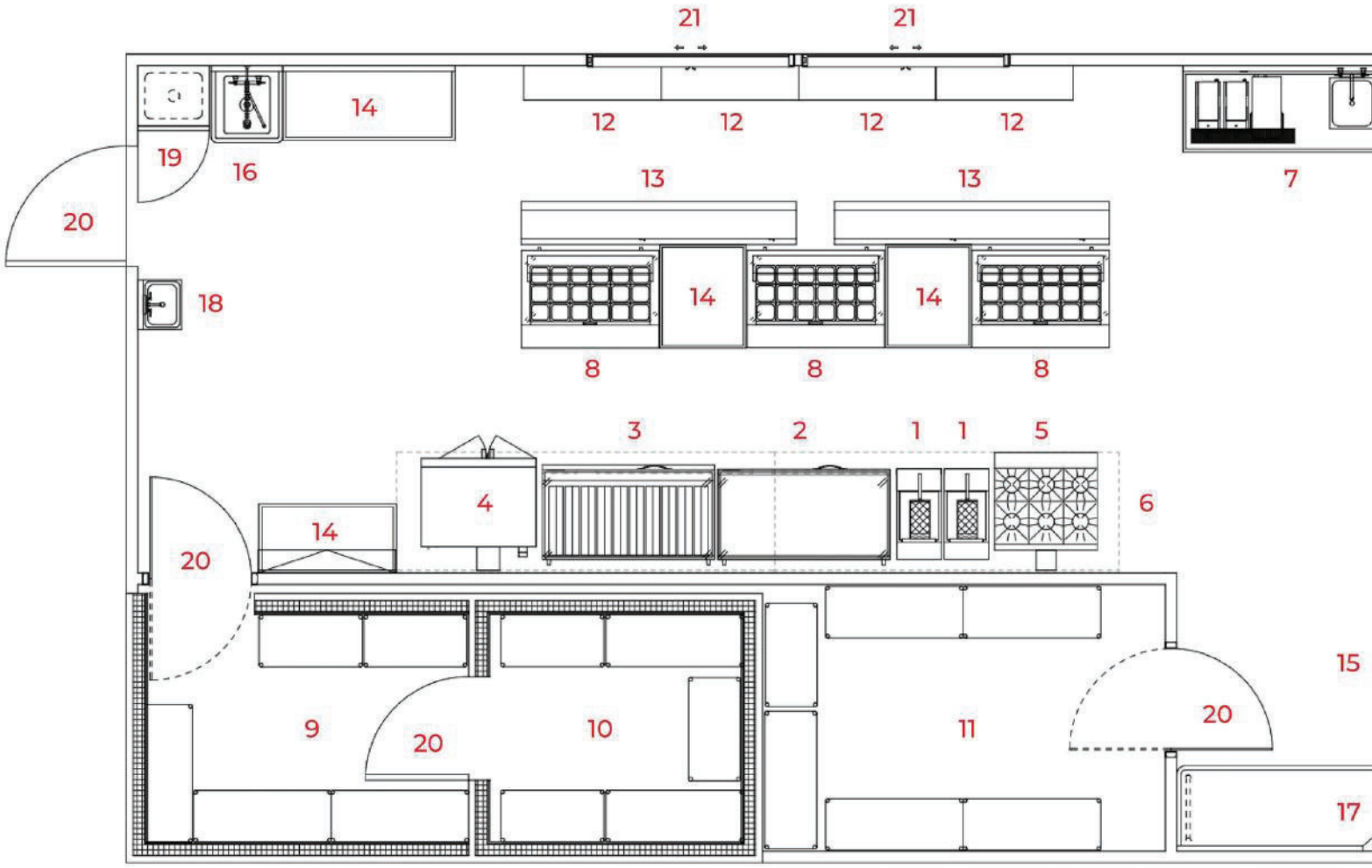
24'
: 40'
9'6"
feet: 960

pplications:
l food
Service Restaurant
ood

g price*:
0

g price corresponds
nodular building only
equipment.

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Cooking
1- Fryer
2- Griddle
3- Charbroiler
4- Double deck convection oven
5- Burner range

HVAC*
6- Exhaust hood with fire-suppression system

**AC included*

Refrigeration
7- Beverage station
8- Salad prep table
9- Walk-in cooler
10- Walk-in freezer

Preparation and storage
11- Dry storage
12- Shelves
13- Pass through shelves
14- Stainless steel worktables

Washing
15- 3-comp sink
16- 1-comp sink
17- Dishwasher
18- Handwash sink
19- Mop sink

Structural
20- Door
21- Serving windo

LS &
ORTS

NG AT
,000



ContekPro Precision series is the product line for hospitality and catering businesses that seek excellence in performance & efficiency and minimal on-site disruption.

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CISION
640

'
"

t: 640

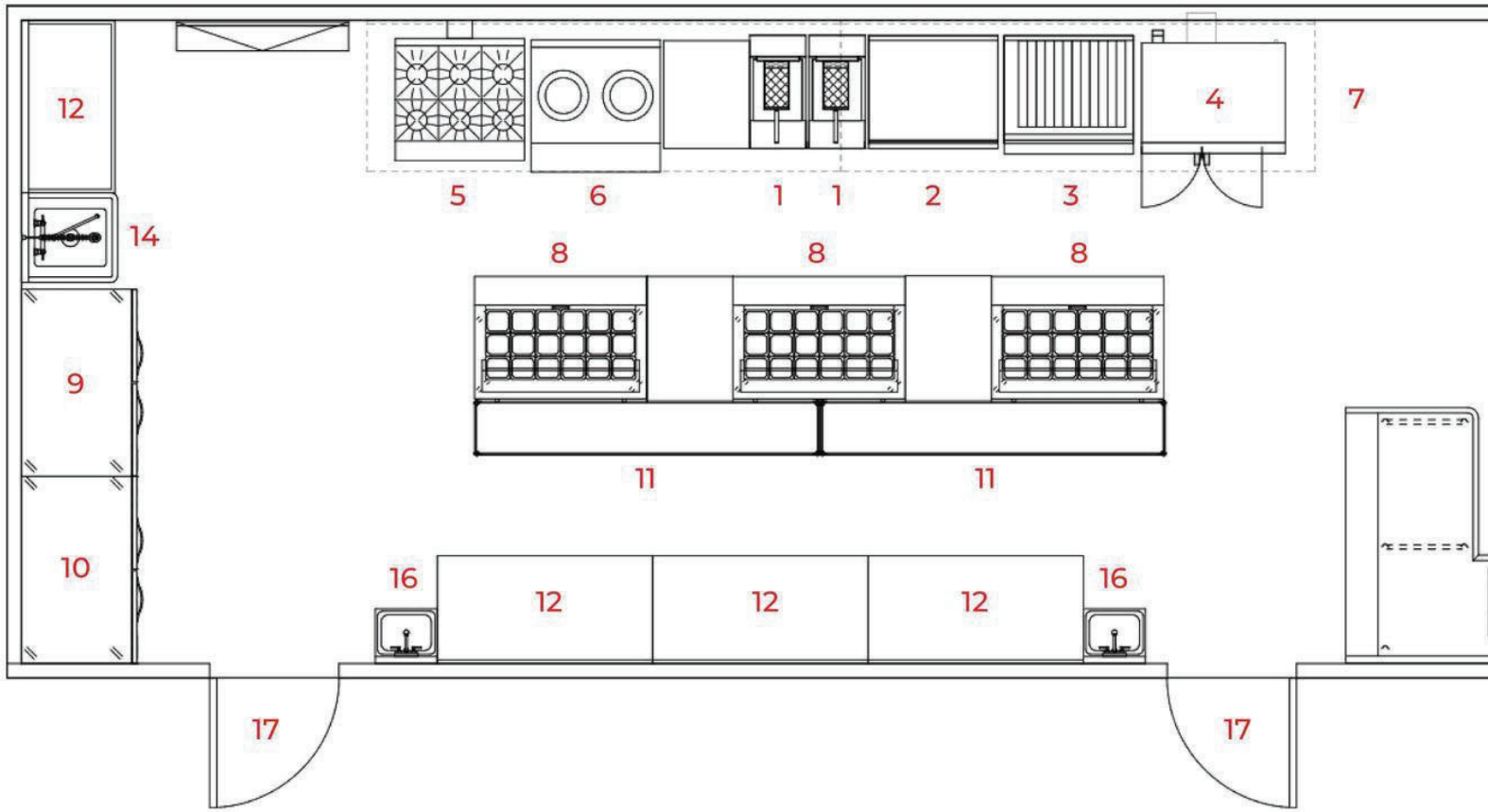
cations:

e restaurant

rice*:

rice corresponds
ular building only
uipment.

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Cooking
1- Fryer
2- Griddle
3- Charbroiler
4- Double deck convection oven
5- Burner range
6- French plate

Refrigeration
8- Salad prep table
9- Reach-in freezer
10- Reach-in refrigerator

Washing
13- 3-compartmen
14- 1-compartment
15- Dishwasher
16- Handwash sink

HVAC*
7- Exhaust hood with fire-suppression system

Preparation and storage
11- Pass through shelves
12- Stainless steel worktables

Structural
17- Door

**AC included*

CISION
960

: 960

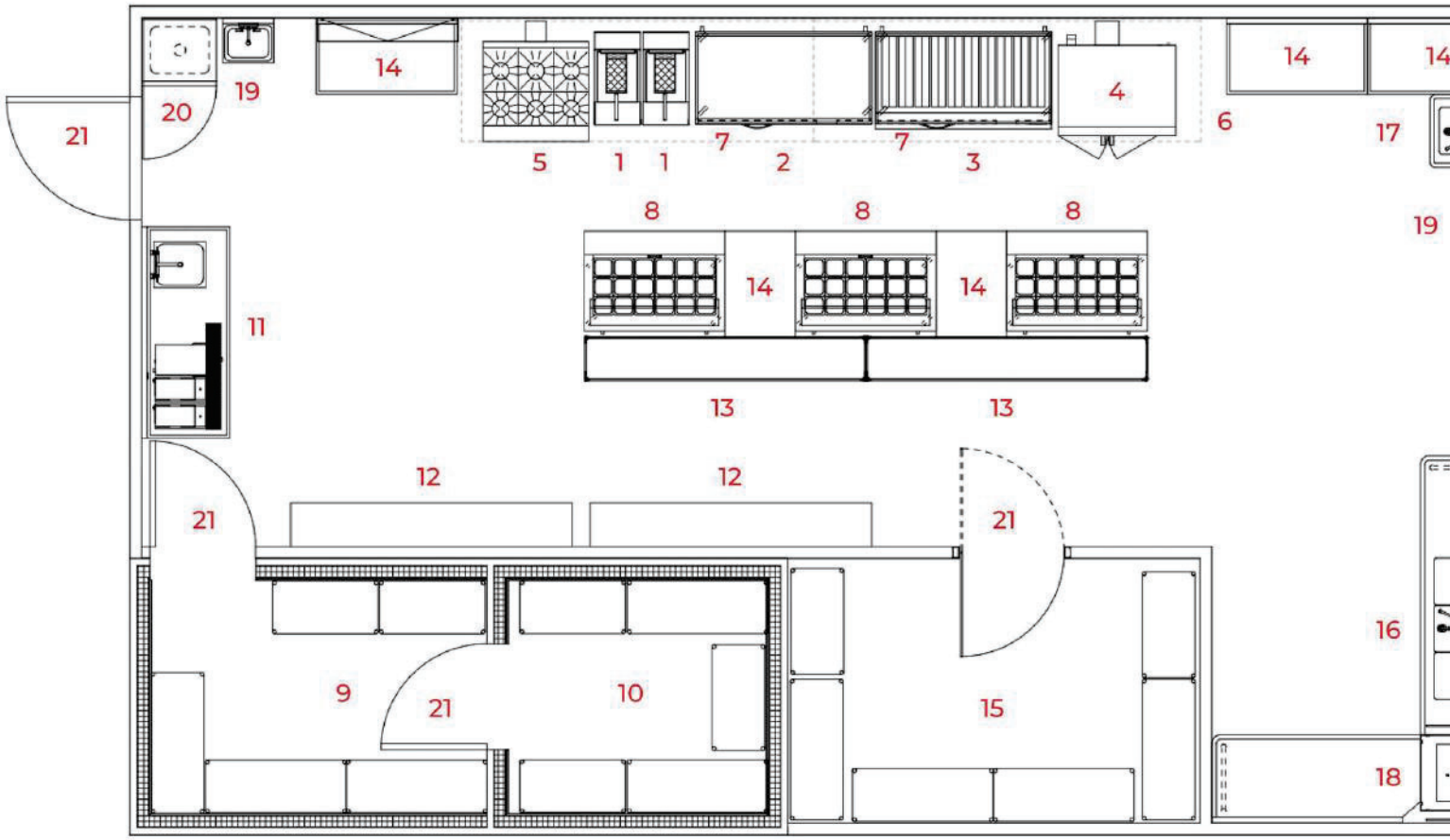
ations:

e restaurant

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ular building only
uipment.

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Cooking
1- Fryer
2- Griddle
3- Charbroiler
4- Double deck convection oven
5- Burner range

HVAC*
6- Exhaust hood with fire-suppression system

**AC included*

Refrigeration
7- Chef base refrigerator
8- Salad prep table
9- Walk-in cooler
10- Walk-in freezer
11- Beverage station

Preparation and storage
12- Shelves
13- Pass-through shelves
14- Stainless steel prep worktables
15- Dry storage

Washing
16- 3-comp sink
17- 1-comp sink
18- Dishwasher
19- Handwash sink
20- Mop sink

Structural
21- Door

CISION
280

'
"

t: 1280

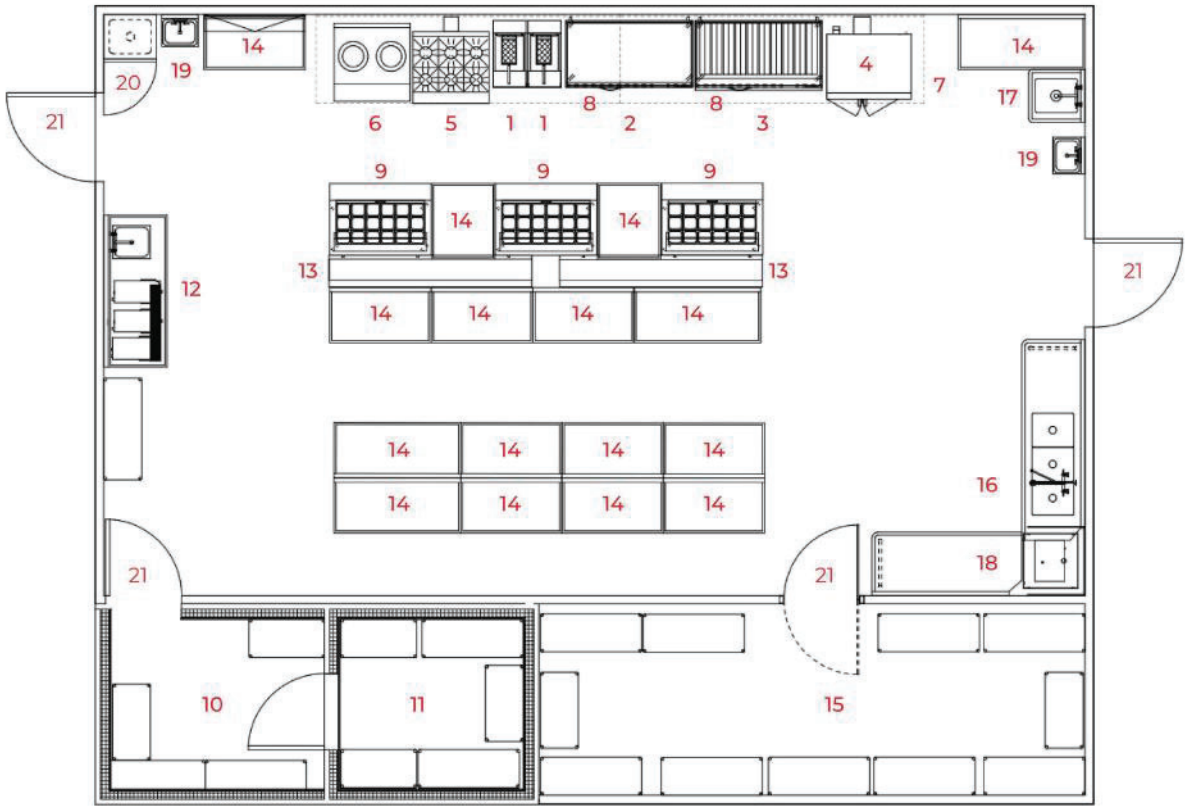
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e restaurant

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ular building only
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Cooking
1- Fryer
2- Griddle
3- Charbroiler
4- Double deck convection oven
5- Burner range
6- French plate

HVAC*
7- Exhaust hood with fire-suppression system

**AC included*

Refrigeration
8- Chef base refrigerator
9- Salad prep table
10- Walk-in cooler
11- Walk-in freezer
12- Beverage station

Preparation and storage
13- Pass-through shelves
14- Stainless steel worktables
15- Dry storage

Washing
16- 3-compartmen
17- 1-compartment
18- Dishwasher
19- Handwash sink
20- Mop sink

Structural
21- Door

SE
DIES



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MUSEMENT PARK





:

ving
0% cost saving
n-site park activities disruption

The need:

An amusement park group needed to expand its food service cap
San Diego and San Antonio parks, without disruption its operatio
the shortest lead time possible before the start of the high season.

The solution:

ContekPro was charged to supply a 640 sqft kitchen and 320 restr
San Diego park and a 960 sqft kitchen with walk-in cooler/freezer
Orlando park.

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OUNTRY CLUB





The need:

A luxury resort chain, needed to replace their golf resort's outdated
without disrupting their daily foodservice operations nor their custo
tranquility with noisy construction operations.

The solution:

ContekPro supplied the Precision 640 model. It was delivered withi
weeks, installed in a few hours, and connected to their existing wall
without interrupting their foodservice operations.

:

12 weeks
0% cost saving
n-site operational disruption
s connected to their walk-in

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SKI RESORT





The need:

A ski resort company, requested a modular kitchen, to increase thei
foodservice capacity, for one of their mountain resorts . Traditional l
remote location with extreme weather conditions was both challen
expected to be expensive.

The solution:

ContekPro delivered in a few weeks a 640 SF kitchen. The unit was
a flatbed truck.

:

s delivered on-time before the
snow season
3% cost saving
n-site operational disruption

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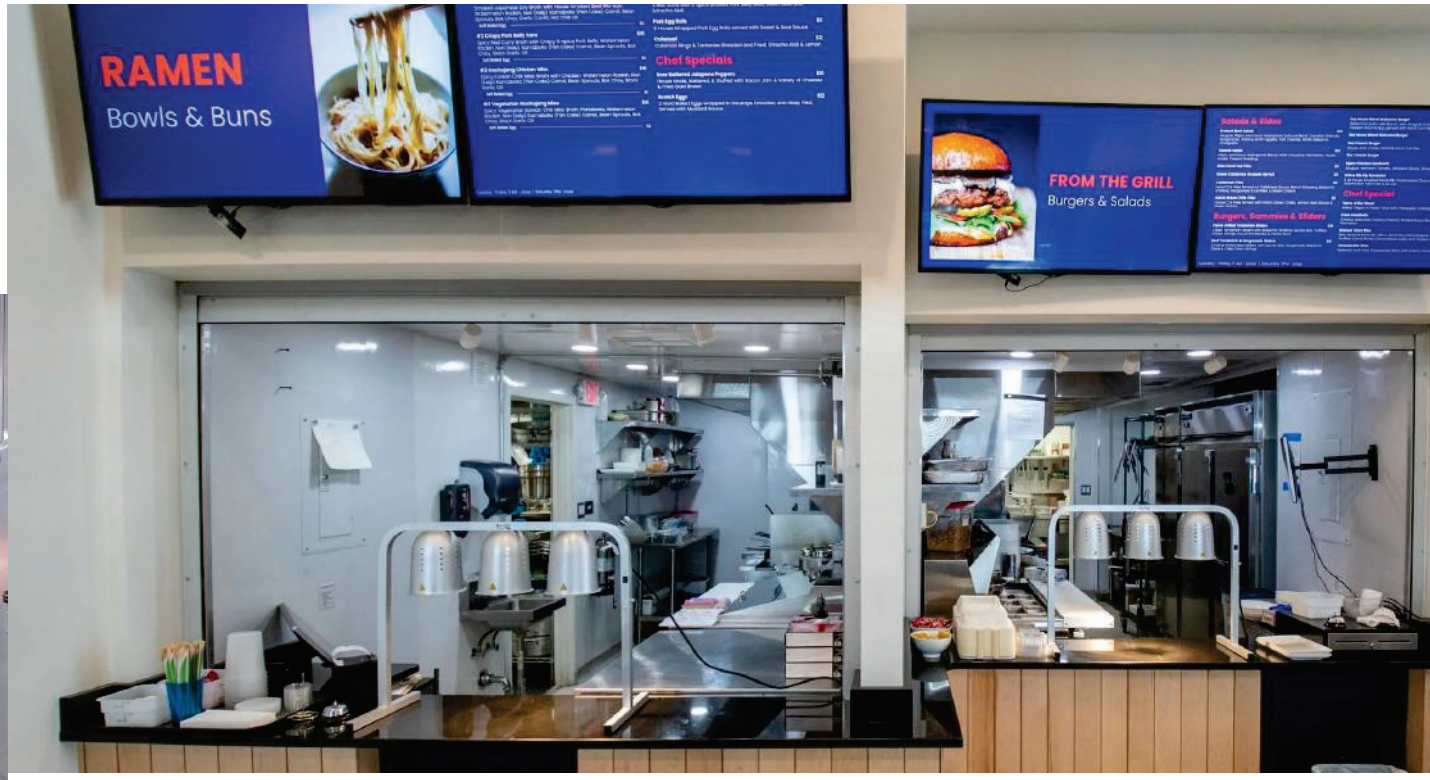
OOD COURT



:

uilding exterior apparence was

different food concepts
d pizza oven was pre-installed in
itchens.



The need:

A real estate company wanted to transform a historical building int
food concept. They needed 4 kitchens to be integrated to the existi

The solution:

ContekPro provided 4 of our Bolt modular kitchens that were integ
historical building's structure.

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EACH RESORT





The need:

A luxury resort in the USVI needed a large footprint kitchen that cou
extreme weather conditions and hurricanes.

The solution:

ContekPro delivered one of our Precision modular kitchens that is c
resist harsh work and weather conditions.

:

alled in a remote private island
5% cost saving
stant to extreme weather
ike hurricanes

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choose one of your standard modular kitchen ls?

andard ContekPro models are pre-designed, and pre-eered proven floor plans made by our in-house design team. ng one of our models saves you time, reduces design and eering cost, and streamlines the delivery process. Whether e a resort in the Caribbean or a winery in California Francisco, ve a modular kitchen floor plan for you.

Can I change the kitchen equipment of your sta models?

Yes, you can add, remove or replace any kitchen equipm If you'd like to use some of your equipment it is definite Our team will ask you to share the list of equipment dur design and engineering phase so we can plan the MEP equipment accordingly.

our modular kitchens delivered finished?

odular kitchens are delivered "95% finished". They come fully-ped, with all MEP, insulation and HVAC system pre-installed spected. As we're restricted by height during transport, any ment going on top of the kitchen is shipped inside the e and installed once on-site.

What's the lead time to get a kitchen?

Depending on the dimensions, local building permit pr time and our production pipeline, from design to delive typical lead time is between 18 weeks and 24 weeks. Ch of our pre-designed standard models can substantially time. We recommend starting the process at least 6 mo to the desired delivery date

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are the MEP and foundation requirements?

nd site preparation requirements are specific to each project. act measurements, specs and location will be provided in our eering plans. Meanwhile, don't hesitate to contact a kPro representative who can provide some general nentation about the requirements.

Are you modular kitchens code-compliant?

The permit requirements vary across states, counties, a You should get in touch with your Local Health Departm Marshal, and Building Department, inform them about y so they can guide you on any particular requirements yo fulfil.

All our modular kitchens are delivered respecting local b code. 100% of our customers had their local building co

e do you manufacture your modular kitchens?

ipping container kitchens are designed, engineered and actured in our factory located in Portland, Oregon. We pride ves on offering a product made in the USA and being part of nerican modular construction industry.

What is ContekPro's scope of work?

ContekPro is responsible for the kitchen design & engine state approval,the modular kitchen manufacturing, prov installing the kitchen equipment and HVAC system, deli case of a multi-module unit, a part of the installation. A process, we provide a detailed SOW responsibility matri each stakeholder's responsibilities.

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TEKPRO
R KITCHENS

K YOU

w us



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sales@contekpro.com

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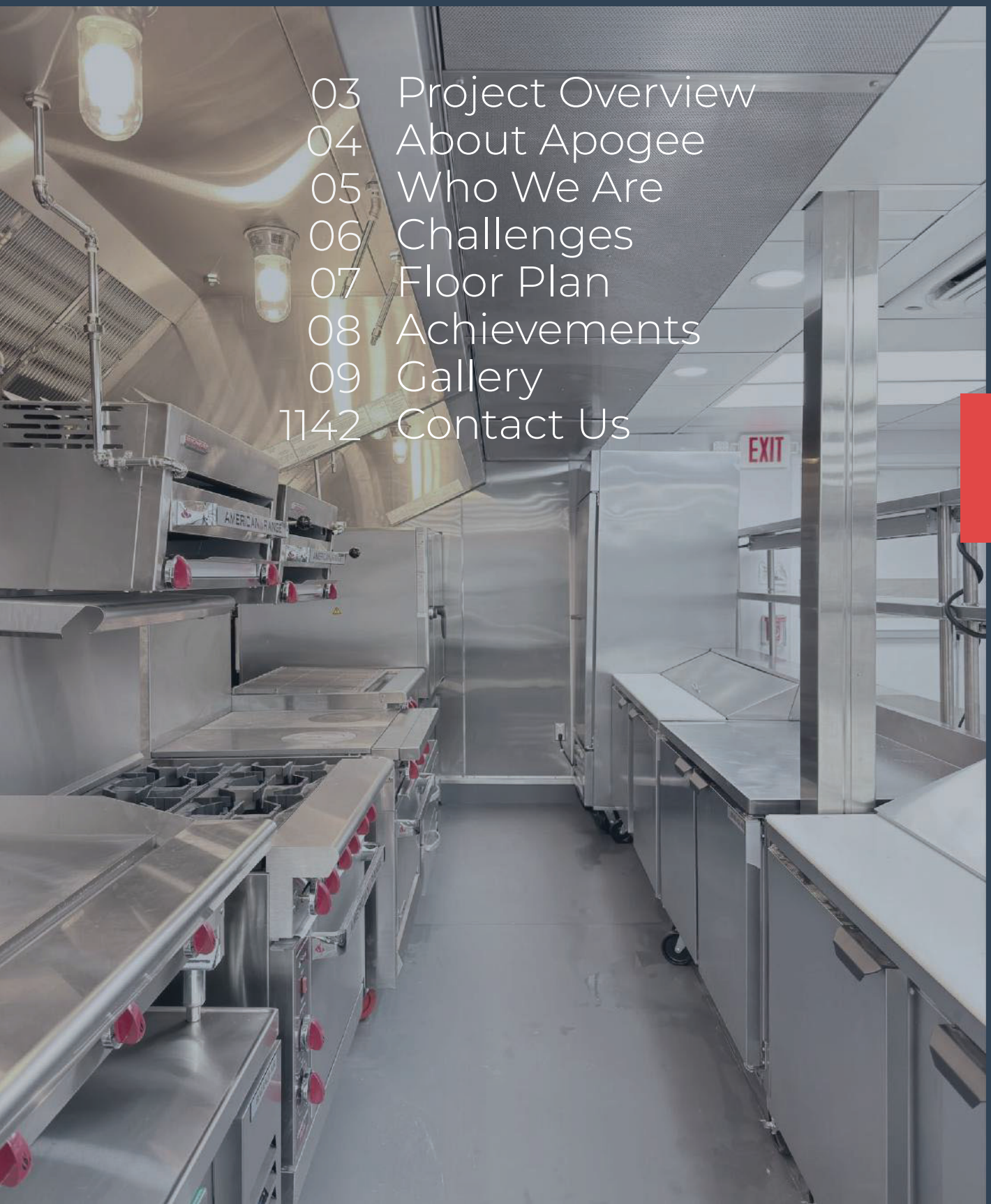
Apogee Golf Case Study

FLORIDA

ContekPro
Modular Kitchens

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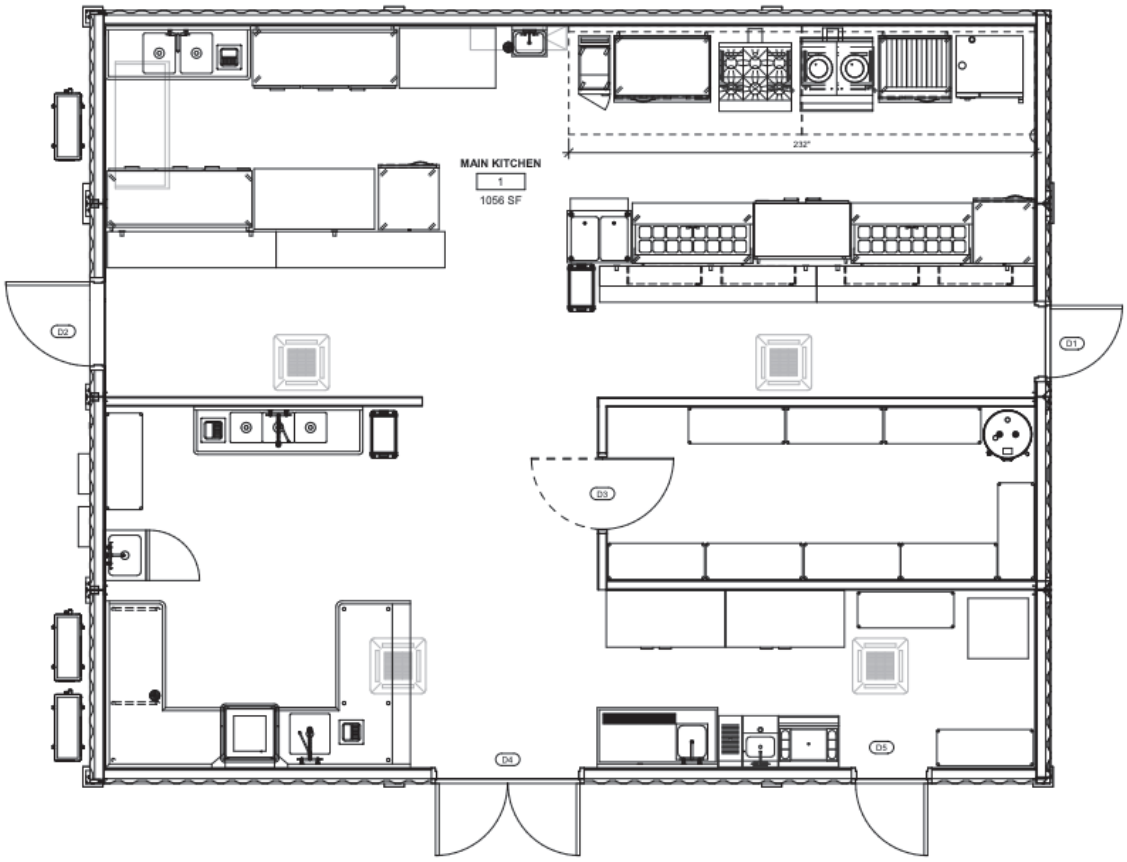


High-End Culinary Standards
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Situated in Florida, the kitchen needed to be durable enough to withstand the region's hot and humid weather, along with the potential for hurricanes. Durability was also critical to ensure consistent performance despite the challenging conditions.

Relocatable Kitchen
The unit had to be designed with flexibility in mind, as it would be used in its current location for three years before being relocated to another part of the club. This required a construction approach that ensured both portability and long-term durability.

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ContekPro designed and manufactured a large open space 1,280 sqft modular kitchen optimized for high-volume service and premium culinary standards.

The layout prioritizes efficiency and organization, with an extensive range of specialty equipment. Cooking capabilities are enhanced with Vulcan charbroilers, salamander broilers, griddles, and heavy-duty gas fryers.

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DIMENSIONS

KITCHEN: 40’X32’ (1280 SQFT)

Achievements

Resulting from ContekPro's expertise in modular kitchen design, the Apogee project delivered the following outcomes:

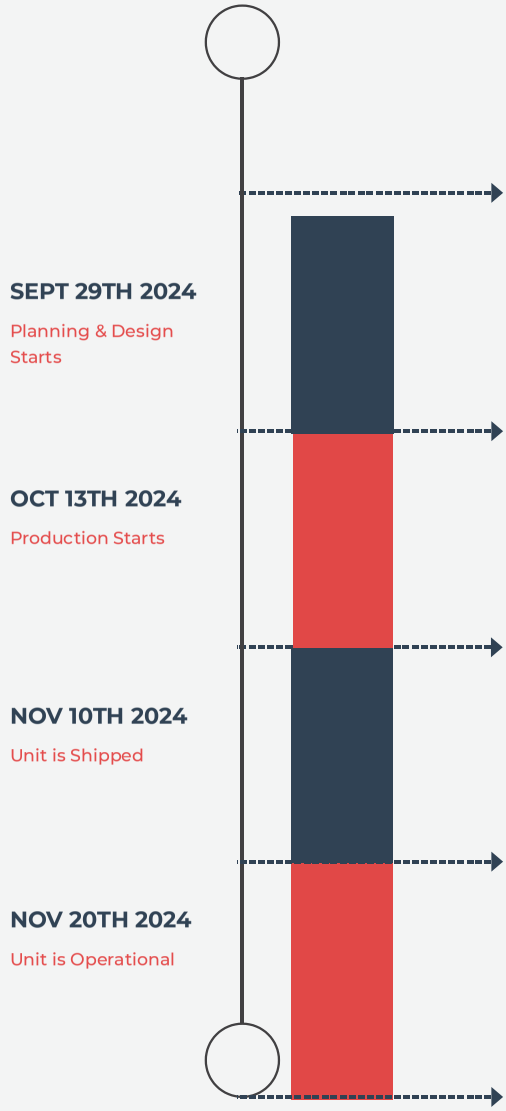
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Climate-Resilient and Hurricane-Ready Design
Built to withstand Florida's heat, humidity, and hurricanes, the kitchen features durable materials and advanced climate control systems for safe, efficient operation year-round.

Deployment Timeline



Relocatable Construction
The modular design included a structure that could be relocated after three years, offering flexibility and long-term value. This innovative solution ensured the unit could adapt to the club's evolving needs without compromising durability or functionality.

Gallery





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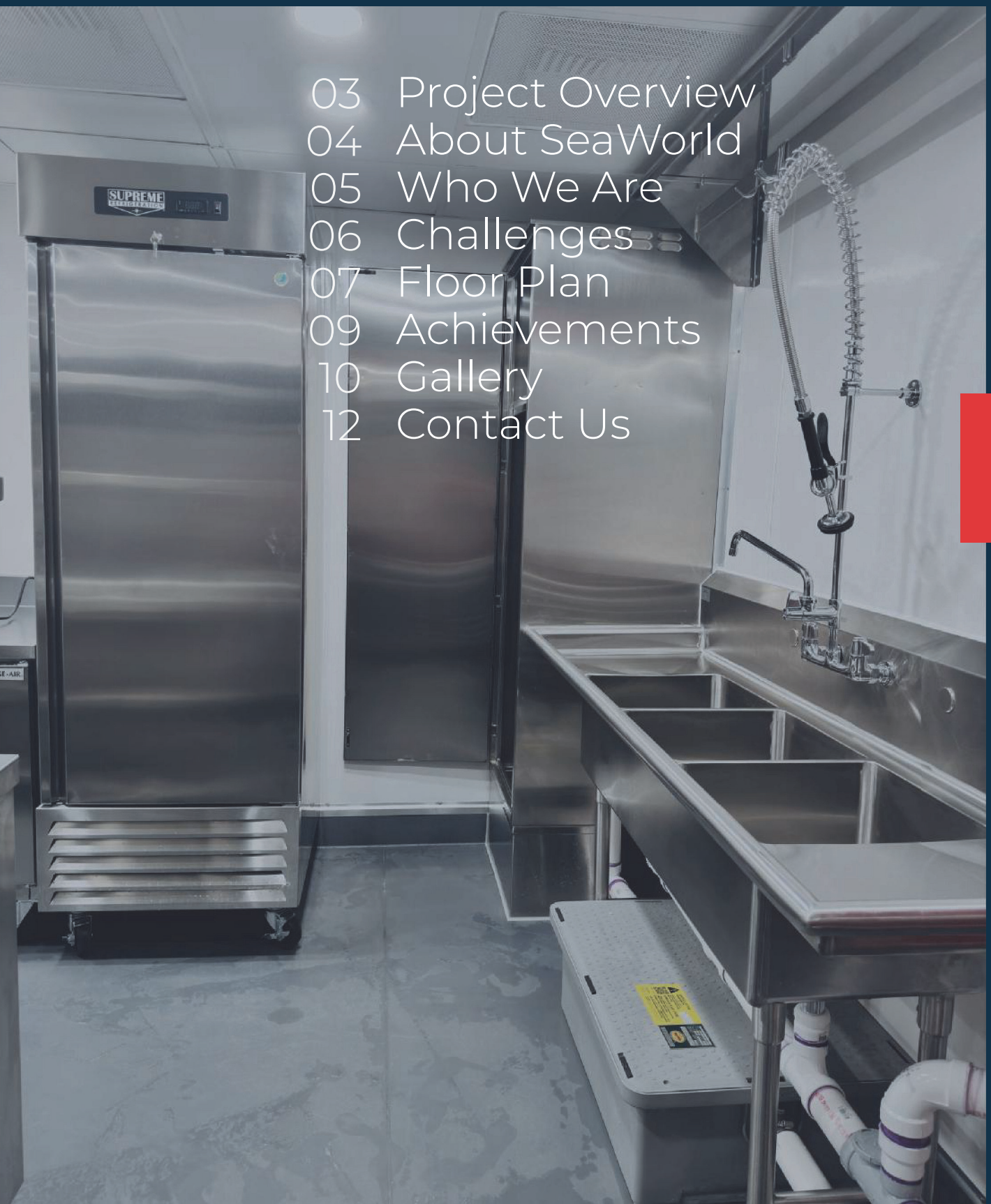
SeaWorld Case Study

SAN ANTONIO, TEXAS

ContekPro
Modular Kitchens

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Project Overview

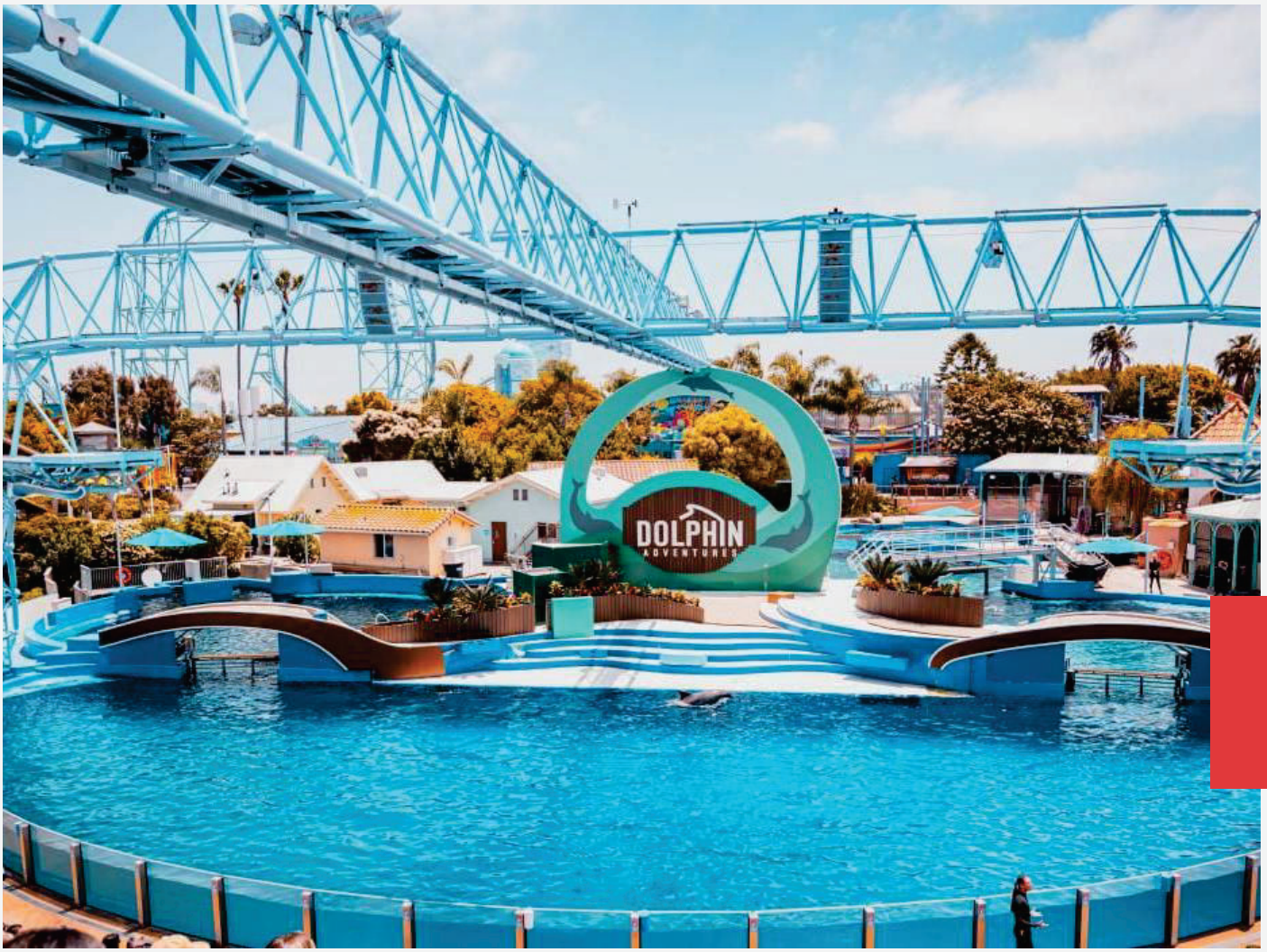


SeaWorld San Antonio in Texas needed an efficient solution for building two different-sized QSR kitchens.

SeaWorld Antonio approached ContekPro to deploy 2 state-of-the-art commercial kitchens within their amusement park.

The goal was to create both a small footprint QSR kitchen and a large footprint QSR kitchen that would facilitate seamless food preparation and storage while including public-facing service areas and staff restrooms.

About SeaWorld

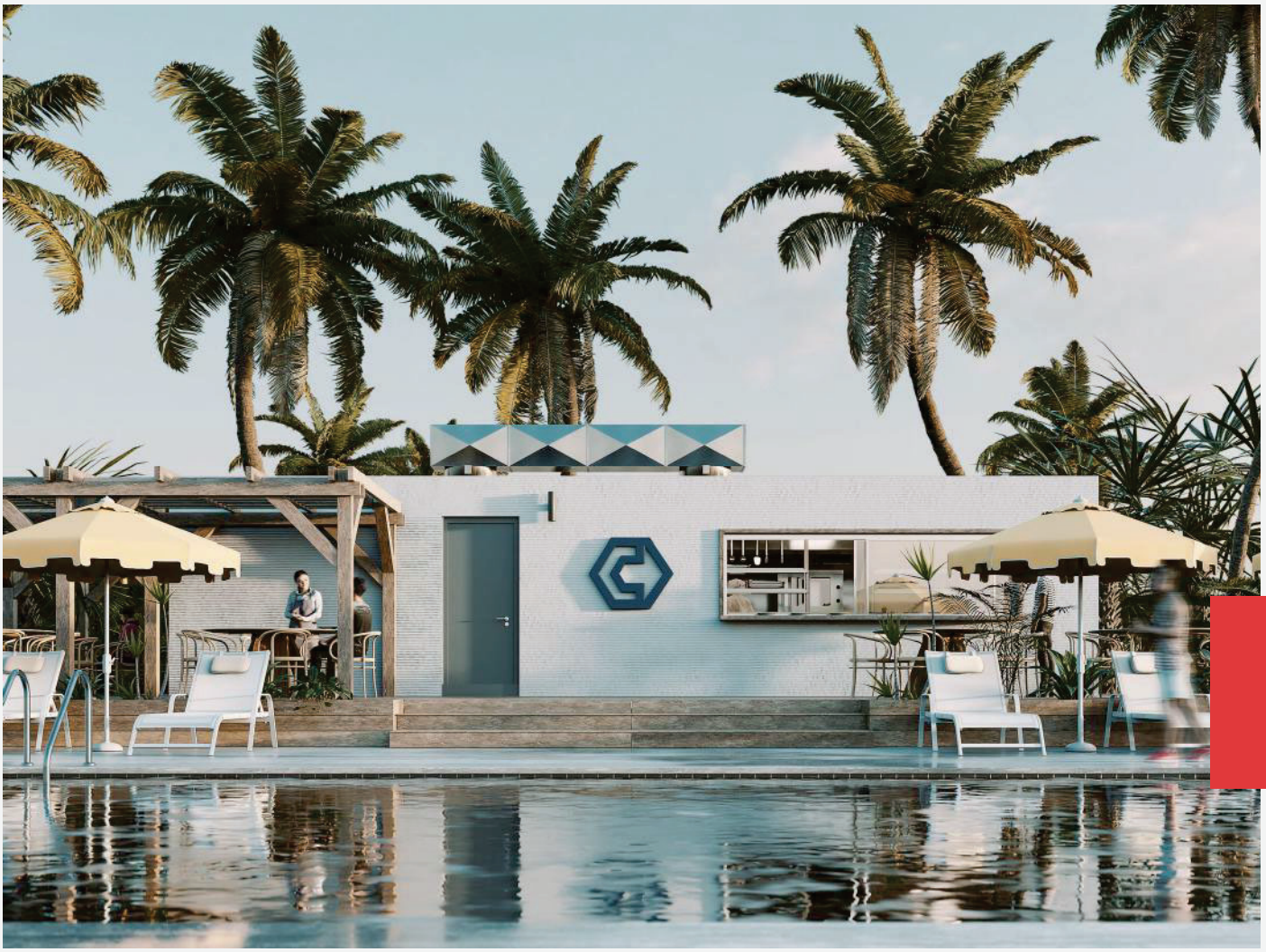


SeaWorld Parks & Entertainment is a household name in entertainment and marine zoology, operating 13 parks across the United States and the UAE with diverse offerings ranging from thrilling rides to educational exhibits.

They employ thousands of individuals who bring to life the vision of a world where humans and aquatic life coexist and thrive.

SeaWorld's mission is to help their guests and the world, explore the wonders around them, and then inspire them to take action to protect wild animals and wild places.

Who We Are



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ContekPro manufactured more than 150 modular units for all type of food service providers and hospitality businesses across the US, the Caribbeans, and Africa.

Challenges

SeaWorld's project presented multiple design, lead time, and operational challenges:

Short Installation Timeframe
SeaWorld needed the kitchens to be fully installed and operational before the start of the summer season, which is their busiest time of the year. Traditional construction methods would take too long, exceeding the available time window.

High Volume Service
Each kitchen needed to produce between 500 and 1,000 meals per day. This required an efficient layout and ample storage to handle the high volume of food preparation and service.

Thematic Exterior Design
The kitchens needed to blend seamlessly with the park's theme and design. This included integrating customer-facing elements such as order pick-up windows, which had to match the overall aesthetic of SeaWorld Antonio.

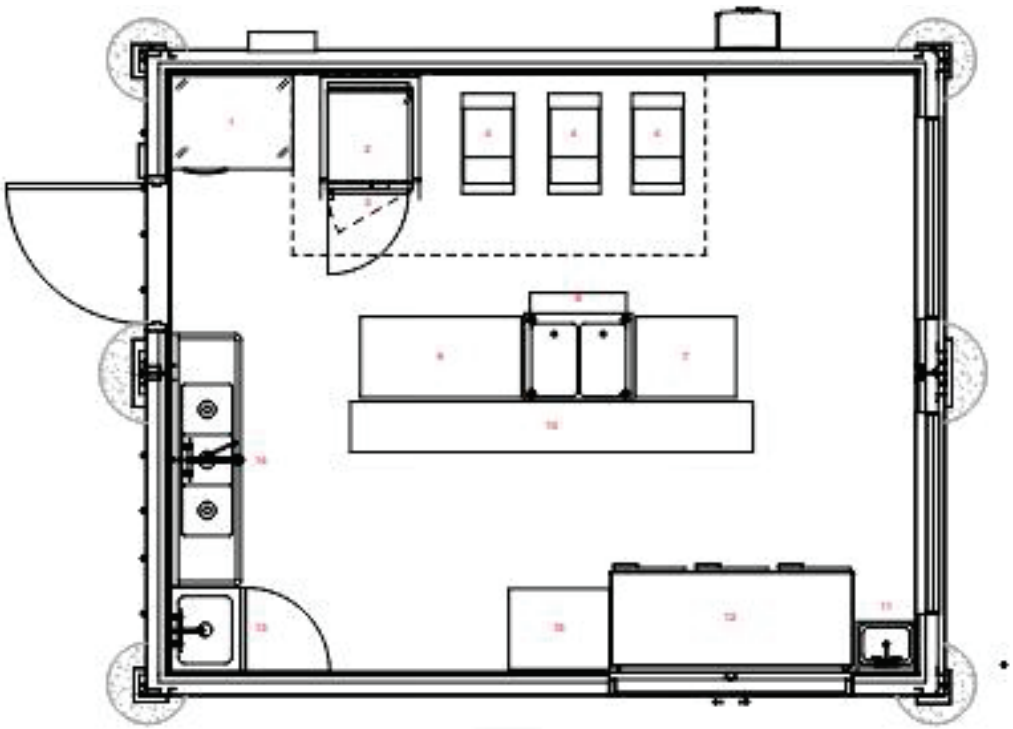
High Construction Costs
Traditional construction was an expensive solution. The costs associated with building conventional kitchens threatened to exceed SeaWorld's budget constraints.



Challenging Climate
Located in San Antonio, the project had to account for the region's hot and humid climate. The kitchens needed to be designed to operate efficiently under these conditions while ensuring the comfort and safety of the staff.

Hurricane-Prone Region
Being in a hurricane-prone area, the kitchens had to be built to withstand severe weather conditions without compromising durability or safety.

Floor Plan



ContekPro designed and manufactured a 320 sqft small footprint QSR kitchen that maximizes space efficiency.

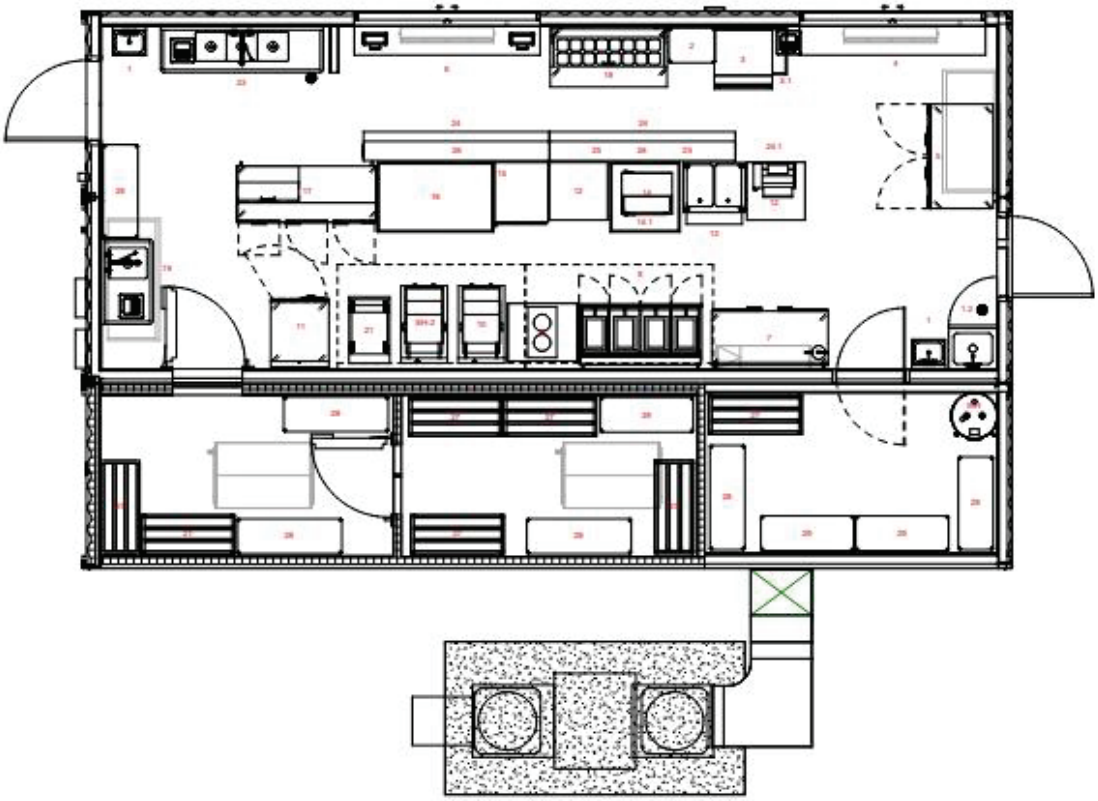
The layout is both thoughtful and functional, featuring easy access and a well-organized arrangement of specialty equipment, including a Continental Refrigerator Freezer (Reach-In), Vulcan-Hart Electric Counter Convection Steamer, ALTO-SHAAM Cook & Hold Oven, and 3 Vulcan Freestanding VEG Fryers.

Work areas are optimized with Advance Tabco work tables, a dish cabinet, hand sink, and a 3-compartment sink. A Beverage-Air Refrigerator (Worktop) and a Vollrath Two-Well Hot Holding Unit ensure smooth operations. Additionally, the kitchen is equipped with an Advance Tabco Mop Sink Cabinet and a WATTS grease trap for efficient waste management.

DIMENSIONS

KITCHEN: 20’X16’ (320 SQFT)

Floor Plan



ContekPro designed and manufactured a 960 sqft large footprint QSR kitchen that maximizes space efficiency and functionality.

The layout is thoughtful and highly functional, featuring doors at both ends for easy access and a comprehensive arrangement of specialty equipment to handle high-volume service requirements. This includes the Advance Tabco Hand Wash Sink, True Reach-In Refrigerators, Henny Penny Electric Fryers, and Turbo Air Sandwich/Salad Units.

The kitchen is equipped with an array of work tables and storage solutions, including Advance Tabco Work Tables and customized cabinets, ensuring a well-organized and efficient workspace. The Henny Penny Holding & Transport Cabinet and Carter Hoffman Fry Holding Stations facilitate smooth operations during peak hours.

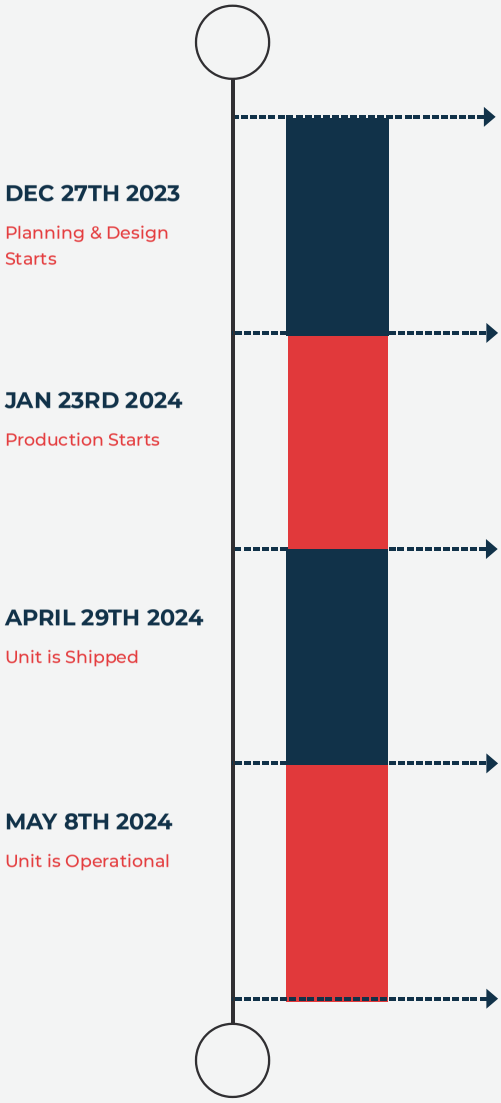
DIMENSIONS

KITCHEN: 40'X24' (960 SQFT)

Achievements

Resulting from ContekPro's modular kitchen experience, the smooth and streamlined project achieved the following outcomes:

Deployment Timeline for the 960 sqft unit



Fast Deployment
The modular construction approach allowed the units to be delivered end to end in just 6 months, showcasing the time-efficiency of ContekPro's off-site construction process.

Cost Savings
SeaWorld saved approximately 20-25% on construction costs with the modular build compared to traditional options, highlighting the economic advantages of ContekPro's methods.

High Volume of Service
The kitchens were designed with a large storage capacity and equipped with high-volume service fryers, griddles, and other essential equipment to handle the demands of serving 500-1,000 meals per day.

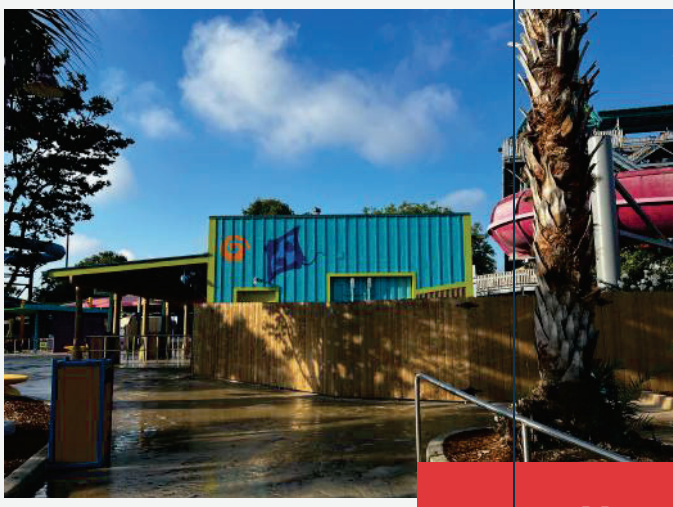
Functional & Attractive Exterior Design
The units were cladded to blend with the park's theme, with mechanical screens added to hide HVAC equipment and give the units height. Menu display screens were also installed to enhance the customer experience.

Efficient Climate Control
For the 320 sqft unit, ContekPro used CaptiveAire's Paragon DOAS (Dedicated Outdoor Air System) for HVAC, which ensures improved indoor air quality, energy efficiency, and a comfortable working environment.

High Durability & Safety
The kitchens were built with a corten steel metal structure on solid foundations, ensuring high durability and safety. They were approved by the building permit department, demonstrating their compliance with all necessary regulations.

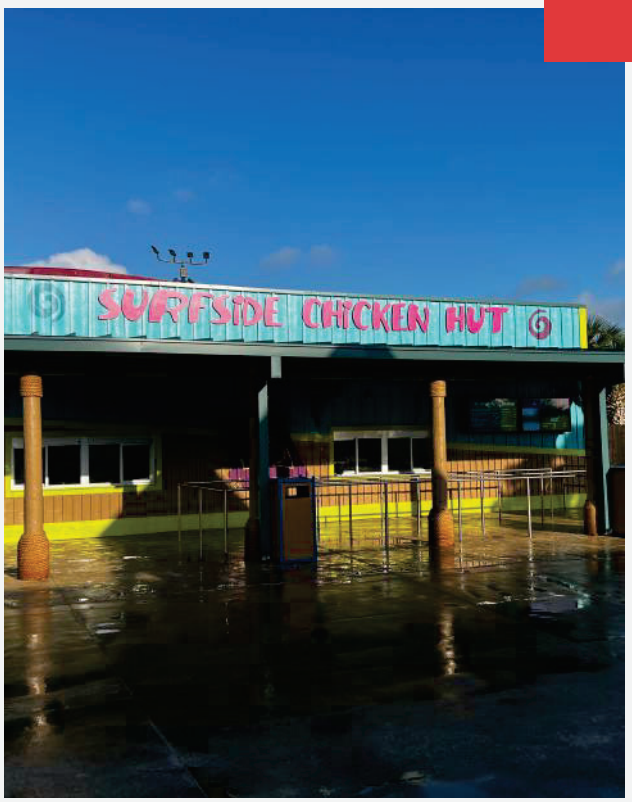
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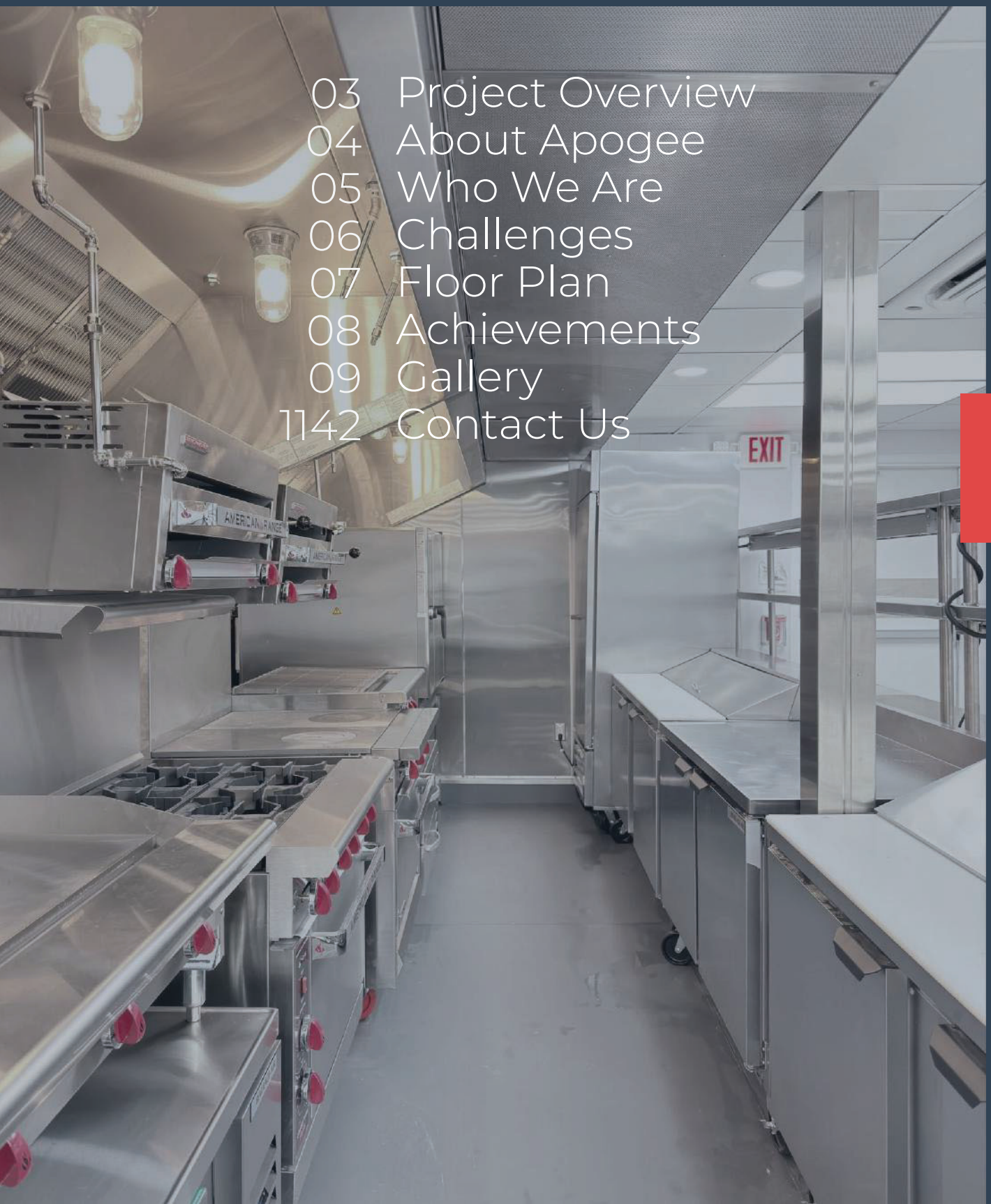
Apogee Golf Case Study

FLORIDA

ContekPro
Modular Kitchens

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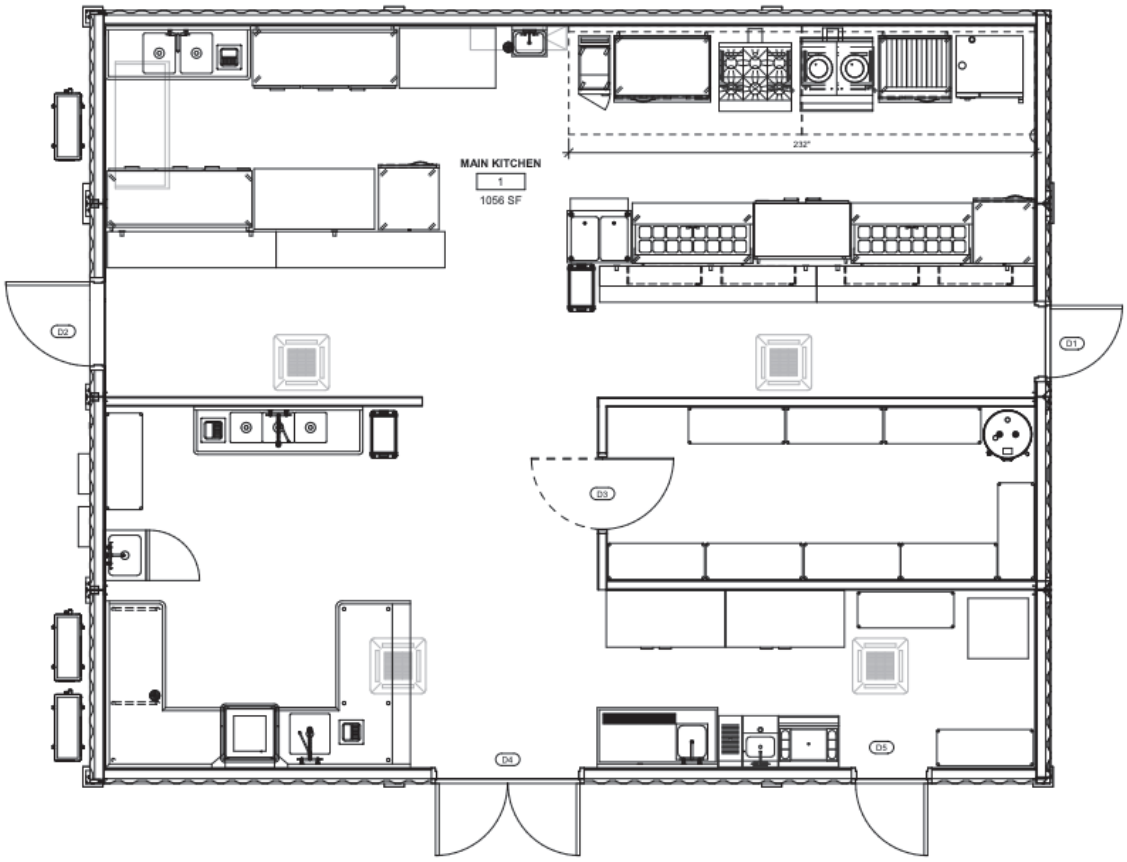


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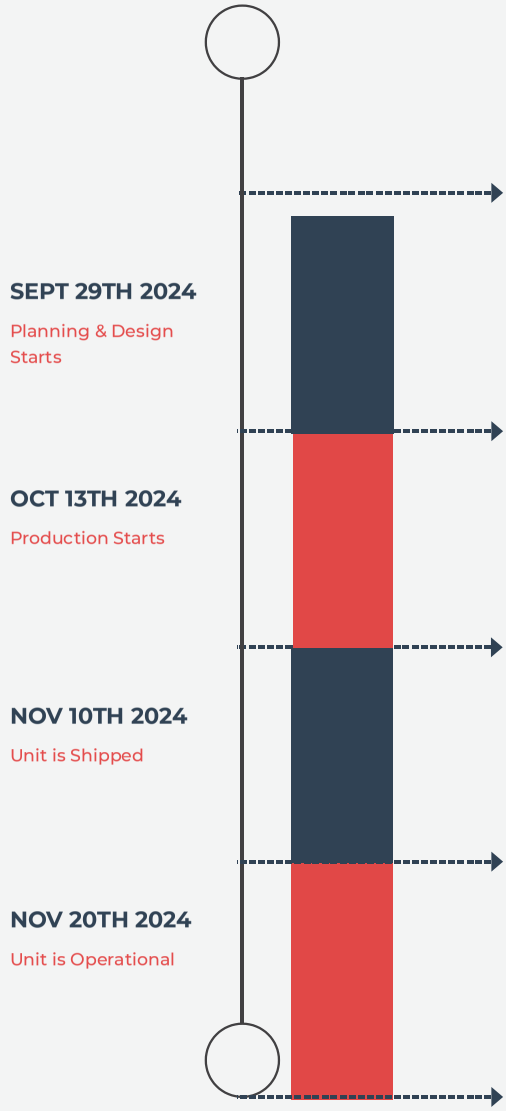
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Gallery





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Gallery





Contact us



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Estimated lead time:
~1-2 weeks*

Contract agreement: contract , T&C, and final quote are sent to client

Project scheduling: production is scheduled and an approximate delivery date is shared

Down payment: first payment to start procurement and production

PLANNING AND DESIGN

Estimated lead time:
~2-4 weeks*

Client portal: client is given access to our online ContekPro client portal to track project and access documents digitally

Design drawing: construction drawings are designed by our in-house team

Engineering: Mechanical, electrical, and plumbing in-house engineering

Design approval: final drawing approval before production

Signed engineering package: design and engineering package signed and sealed by licensed PE

PERMITTING

Estimated lead time:
~2-16 weeks*

State approval: plans are reviewed and approved by third party agency on behalf of the state (if applicable)

Local building permit: client submits plans to local building permit department

PRODUCTION

Estimated lead time:
~8-16 weeks*

Production starts: manufacturing begins

Progress payment: payment is made after rough-in is completed

Inspection: unit is inspected by third-party agency on behalf of the state (if applicable)

DELIVERY

Estimated lead time:
~1-2 weeks*

Final payment: last payment is made prior to delivery

Site preparation : meeting is scheduled with GC and client to go through site

ContekPro
9826 SW Tigard Street
Tigard OR 97223

Flagler County
1769 East Moody Boulevard
Bunnell FL 32110
United States

QUOTATION: S00833

Quotation Date:	Expiration:	Prepared by:
01/20/2025	02/19/2025	Reda Atari

Img	Description	Quantity
Design & Engineering		
	[DES-ENG960] Design & Engineering Package (960 SF) Complete architectural drawings: - Structural plans & analysis (including foundation) - Electrical - Plumbing - HVAC Signed and sealed plans by licensed PE	1.000 Units
Building Structure		
	[CONT40] One Trip Shipping Container (40FT) One Trip Shipping Container High Cube or standard: TBD Color: TBD	3.000 Units
	[FAB960] Custom Container Fabrication (960 SF)	1.000 Units
	[PNT960] Exterior Treatment - DTM Paint (Quad 40FT) Rust treatment package Prime and paint entire container(s) Color: TBD | Type: Marine grade DTM	1.000 Units

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Fenestration

	Door Entry Assembly (RHR, 72", Panic Bar)	1.000 Units
	[DR-LHR-PUSH-42-LITE] Door Entry Assembly (LHR, Push Bar, 42", With glass)	1.000 Units
	[517SP3684] Swinging Traffic Door (36") 18 gauge stainless steel construction Reinforced back spines Built-in 9" x 14" clear acrylic windows	1.000 Units
	[IF-BPSC-7241 STD] Bi-Parting Concession Window 72in x 42in (Standard) Bi-parting transaction window Manual, self-closing sliders 1" clear insulated tempered safety glass Security locking systems, ETL listed California: 216 SQ serving opening Florida: Miami Dade approved in high wind risk areas	2.000 Units

Wall Structure

	[COM-WALL-ASLY-960] Commercial Wall Assembly (960 SF) Metal stud framing Mineral Wool insulation (per code) FRP laminated panels	1.000 Units
	[COM-CEIL-960] Commercial Drop Ceiling (Triple 40FT) White smooth surface finish Meets USDA/FSIS guideline Strong suspension system Washable surface	1.000 Units

Electrical & Lighting

	[ELEC-ASBL-KIT] Electrical Assembly (Kitchen) Single point connection for electric panel for each container unit Restrooms: 1 Phase - 125 amps or less Kitchens: 3 Phase - 200 amps Panel location: Exterior 3R	1.000 Units

Plumbing & Gas

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Tigard OR 97223

	[PLB-KIT-960] Commercial Plumbing Assembly (Kitchen, 960 SF) Single point connection for fresh water (size and location TBD) Floor sinks where required Floor drains * Grease trap is not included in the quote *The client is responsible for installing the sewer lines with the foundation prior to the arrival of the kitchen building on site.	1.000 Units
Gas Assembly		
	[GAS960] Kitchen Gas Assembly (960 SF) Single point connection to main gas line Size & location: TBD NSF listed moveable gas connectors with snap disconnect Check valve connected to fire suppression	1.000 Units
Flooring		
	[FL-960] Rubber Flooring Assembly (Triple 40FT) Brand: Protect-All high Traffic premium rubber flooring Coved corners Exceeds ADA & OSHA recommendations	1.000 Units
HVAC		
	[SPLIT-MD-60-CL] Mini Split Air Conditioner - MD (60K BTU, Ceiling mount) C&H Light commercial mini split air conditioner unit Energy-Efficient Inverter Technology Ultra-Quiet Operation Simple Remote-Controlled Comfort Durable and Reliable	2.000 Units
Exhaust Hood & Fire Suppression		

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	Exhaust Hood Assembly (22FT) Manufacturer: CaptiveAire or equivalent Stainless steel construction High Speed Direct Drive Centrifugal Upblast Exhaust Fan Makeup air supply unit Fire suppression system installed and pre-armed * Exhaust and MAU fans installed by client * Makeup air exterior duct not included in quote * Makeup air duct installed on site by client	1.000 Units

Kitchen Equipment

	[SX36-6BN] Medium-Duty Burner Range with Oven Base (36 in, Standard Oven) Rugged stainless steel construction 6 open top burners with lift off heads Heavy-duty cast-iron grates Convection oven base with 3 racks Extra-deep pull out crumb tray with welded corners 6" stainless steel adjustable legs 215,000 BTU, 120V	1.000 Units
	[VACB47] Medium-Duty Countertop Charbroiler (48 in) 136,000 BTU Heavy-duty cast iron char-radiants 8 burners with independent controls "Cool zone" grease drawer for easier clean up Standing pilot ignition system	1.000 Units
	[VCRG48-M1] Medium-Duty Countertop Griddle (48 in) Brand: Vulcan U-shaped aluminized steel burner for every 12" 1" thick polished steel plate with stainless steel backsplash and tapered side splashes 4 1/2 qt. grease pan for easy cleaning Heavy-duty, all welded stainless steel body with aluminized frame	1.000 Units
	[VC55GD] Full Size Convection Oven (Double Stack, Natural Gas) Vulcan or equivalent commercial oven Independently operated doors with double pane windows Oven cool switch for rapid cool down 1/2 hp two speed blower motor	1.000 Units

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	[LG400 GAS] Vulcan Floor Fryer (Natural Gas) 150,000 BTU 65-70 lb. oil capacity Stainless steel fry tank, galvanized steel sides and back High-limit shut off for safety, pilot ignition system 200-400 degree Fahrenheit temperature range	2.000 Units
	Mobile Gas Connector Hose Kit (3/4", 48")	6.000 Units

Refrigeration

	[SPE48HC] Salad Prep Table (48 in) 10" to 12 deep cutting board for prep work Heavy-duty pan liner Two epoxy-coated wire shelves included per section Insulated lid 1/4 hp compressor R290 refrigerant 115V	3.000 Units
	[WLKCOOLFREEZ] Walk-In Cooler/Freezer Combo	1.000 Units

Sinks and Dishwashing

	[3MED-COMP] Medium Duty Compartment Sinks (3)	1.000 Units
	[1MED-COMP] Medium Duty Compartment Sinks (1)	1.000 Units
	[Food Service] T&S Wall Mounted Pre Rinse Faucet	2.000 Units

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	[DYNASTAR HH-E VENTLESS (VER)] High Temp Ventless Dishwasher with Booster Heater Jackson or equivalent Model: DYNASTAR HH-E VENTLESS (VER) Ventless: design Dual certified as both a dishwasher and a potwasher at all cycle settings 27” Vertical chamber clearance Water booster heater Touchscreen controls and Wi-Fi connectivity 208-240V, 3 phase	1.000 Units
	[SSHAND] Hand Wash Sink Assembly (Stainless Steel, Hand Wash Sink) Commercial grade sink Standard/Approvals: ASME/ANSI A112.19.2, CSA B45.1	2.000 Units
	[MOP-1] Mop Sink Cabinet (Single) ADVANCE TABCO or similar 84" tall cabinet made 18 gauge stainless steel 4 shelves & 2 mop holders Louvered sides and open back promote air flow 20" x 16" x 12" sink compartment	1.000 Units

Food Storage & Racks

	[DCAB-9618] Dish Cabinet (96 in) Advance Tabco or equivalent 14 gauge stainless steel top 18 gauge stainless steel body	2.000 Units
	Dish cabinet Double Deck Shelf (12 in depth) (96 in) All-welded construction Adds storage space where it's needed most 18 gauge type 430 stainless steel	2.000 Units
	[460EC2436KIT] Wire Shelving - Chrome (36 in) 24" Depth (4) 74" stationary knock-down posts 450 lb. per shelf of evenly distributed weight High-quality, commercial-grade construction	10.000 Units

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	[TBL-SPL-2436] Medium-Duty Work Table (Back Splash) (36 in, 24 in) 16 GA Commercial grade work table with back splash Stainless steel top with shelf	1.000 Units
	[460EC2448KIT] Wire Shelving - Chrome (48 in) 24" Depth (4) 74" stationary knock-down posts 450 lb. per shelf of evenly distributed weight High-quality, commercial-grade construction	3.000 Units
	[TBL-SPL-3048] Medium-Duty Work Table (Back Splash) (48 in, 30 in) 16 GA Commercial grade work table with back splash Stainless steel top with shelf	1.000 Units
	[6150-36-SL-208] 36" Single Infrared Electric Strip Warmer and Lights - 208V	4.000 Units
	[WS-12-72] Wall Shelves (72 in) 16 gauge stainless steel 430 stainless steel with a #4 finish Heavy-duty construction Easy to clean with no sharp edges	3.000 Units
	[TBL-SPL-2460] Medium-Duty Work Table (Back Splash) (60 in, 24 in) 16 GA Commercial grade work table with back splash Stainless steel top with shelf	1.000 Units
	[460EC2460KIT] Wire Shelving - Chrome (60 in) 24" Depth (4) 74" stationary knock-down posts 450 lb. per shelf of evenly distributed weight High-quality, commercial-grade construction	2.000 Units
	[MD-EQ-STD-3048] Medium-Duty Food Equipment Stand (48 in)	2.000 Units
	[TBL-SPL-3024] Medium-Duty Work Table (Back Splash) (24 in, 30 in) 16 GA Commercial grade work table with back splash Stainless steel top with shelf	2.000 Units
	Clean Straight Dishtable (Right, 48 in)	1.000 Units

Shipping & Freight

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FREIGHT CHARGES INCLUDED IN THE QUOTE BASED ON CURRENT MARKET PRICE.
CUSTOMER IS RESPONSIBLE FOR FREIGHT CHARGE DIFFERENCE IF MARKET PRICE IS ABOVE QUOTED PRICE

	[OS-INST640] On Site Installation Assistance (640 SF)	1.000 Units
	Delivery charges - 40FT Container	3,018.000 Units

Untaxed Amount	$ 477,196.84
Taxes	$ 0.00
Total	$ 477,196.84

Note: As it pertains to these Terms and Conditions, the designation of “purchaser” is understood to be synonymous with the designations of “buyer/end user”, “customer”, “client” and “receiver of goods”. Legal identification is required from all buyer/end users. Possession of our literature, quotes, sample drawings or other such documentation does not constitute the right to purchase from Marvel Buildings LLC.

Sales Tax:
Marvel Buildings LLC does not collect tax in any other states on behalf of you the customer, and it is buyer/end user’s responsibility to remit the appropriate sales tax to that state. Marvel Buildings LLC will not be responsible for customer’s sales tax or municipality tax.

Payment Terms:
Pending credit approval, 50% of the purchase price is required at release for fabrication, 30% of the purchase price is required after the completion of the metal work, framing and electrical and 20% is due before shipping.

Freight/Delivery Policy:
Freight is prepaid and is included in the buyer/end user’s invoice on all orders. (FOB Origin). Shipments are made at the sole cost of the purchaser. Quoted shipping dates are approximate and are based on prompt receipt of all information and approvals from the buyer/end user to allow release of the product for production. Marvel Buildings LLC reserves the right to ship prior to quoted ship date. Unless otherwise stated in writing and approved by Marvel Buildings LLC, delivery is to buyer/end user’s location within the United States and using a route of Marvel Buildings LLC's choice. Any extra charge incurred for additional services, such as buyer/end user’s carrier(s) or handling at the destination, will be paid by buyer/end user. Title and risk of loss pass to buyer/end user upon pick-up by the carrier. buyer/end user may arrange their own freight and Marvel Buildings LLC will load purchased building(s) onto buyer/end user’s delivery vehicle

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if arranged and confirmed in writing prior to pick-up.

Ownership of the building:
Ownership of the building(s) transfers to the Buyer/end user upon leaving the manufacturing facility. Where the buyer/end user makes no prior arrangements for transportation, Marvel Buildings LLC may provide, as a service to the buyer/end user, transportation assistance. Such service may involve determining the method of transport, the routing of shipment, selection of a carrier, and/or scheduling of pick-up and drop-off dates. Marvel Buildings LLC's assistance with transportation arrangements as noted above is not to be construed as a guarantee of delivery, and Marvel Buildings LLC shall not be liable for late deliveries or scheduling delays. Any costs associated with delay, including costs which result from demurrage, idle time of riggers or rented handling equipment, or penalties for deadlines, are the sole obligation of the buyer/end user. It is the Buyer/end user's responsibility to off-load their building(s).
Delivery vehicles must have easy access to the building site. Any additional time/work/procedures involved in getting the building to the delivery site, including any layover time charges from the delivery company, will be the sole responsibility of the buyer/end user. Also note that the warranty, as stated therein, begins from the point of shipment to the buyer/end user.

Connections:
If you have purchased a fire suppression system, the customer is required to find an appropriate fire suppression person in the end user's state for arming of the system. Marvel Buildings LLC will not be responsible for arming of the customer's fire suppression
system. Marvel Buildings LLC tests all electrical, water and gas components of the product and ensures all components work and meet appropriate codes.
Marvel Buildings LLC does not terminate the final water, gas, HVAC, sewer hookup in any state upon delivery. It will be the customer's responsibility to contact a local professional to connect the building to the appropriate utilities.

Claims:
Any product/building damaged in transit must be noted on the delivery Bill of Lading. Also, an inspection report from the delivery company must be made immediately. Retain all packaging material included with the building. Immediately contact Marvel Buildings LLC at 1- 866-620-8424 to report any damages.

Local Safety Standards and Regulations:
Products sold by Marvel Buildings LLC and its affiliates are designed to meet states' U.S. Safety Standard and Regulations. Because local standards and regulations vary significantly, Marvel Buildings LLC cannot guarantee that our products meet all applicable requirements in each locality. The buyer/end user assumes responsibility for compliance with such safety standards and regulations in these localities in which the products will be shipped, sold and used. Before purchase and use of products, please review the product application and national and local codes and regulations. buyer/end user assumes responsibility and

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compliance for such regulations as they relate to the product and installation. Marvel Buildings LLC or its affiliates makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act.

Trademarks and Copyrights:
Buyer/end user acknowledges that it has no right, title or interest in the trademarks or copyrights in the products purchased. buyer/end user also covenants that it will take no action to register or otherwise interfere with such rights.

Governing Law; Limitations:
These terms and conditions shall be construed, interpreted and performed exclusively according to the laws, excluding conflict of law rules, of the State of Oregon, United States of America. Any legal action with respect to any business transaction between Marvel Buildings LLC and its buyer/end users must commence within one year after the cause of action occurs. The provisions of the Uniform Commercial Code as adopted by the State of Oregon, and NOT the United Nations Convention of Contracts for the International Sale of Goods, shall apply.

Limitations of Liability:
Buyer/end user shall hold Marvel Buildings LLC harmless against any and all loss, costs, damage, expense, claims and demands, in contract, in tort, or otherwise in any way arising out of or resulting from the use of the products purchased. This includes any handling, storing or transporting of Hazardous Materials of any kind as defined by the Code of Federal Regulations 40CFR, 49CFR and 29CFR. This includes any cost in investigating, litigating or settling any claims or demands such as bodily injury, sickness, disease or death to any person and also the loss of use or damage to any property. Permits & Licenses: Marvel Buildings LLC is not responsible for researching, investigating, or obtaining any licenses or permits for the product, its installation, or its use. It is the customer’s responsibility to obtain appropriate permits and licenses and meet all local compliance requirements.

Reselling:
In the event the buyer/end user resells, distributes or in any way relinquishes control of the products purchased to a third party,
the buyer/end user shall require from this third party that compliance with requirements is maintained. Marvel Buildings LLC assumes no responsibility for products resold to third parties.
Agreement Modifications:
Any acceptance of the offer to sell contained herein is limited to acceptance of the express terms of the offer contained in the final quotation. Any proposal for additional or different terms or any attempt by the buyer/end user to vary, in any degree, from the terms in the Buyer/end user’s acceptance of quote by purchase order shall not operate as a rejection of the offer to sell. Any additional terms or modifications required by the buyer/end user must be made in writing and approved by Marvel Buildings LLC prior to

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production of building(s). Once accepted by purchase order, the final quotation may not be modified by buyer/end user.

Cancellation:
Marvel Buildings LLC maintains the right to cancel any quotation or purchase order at any time by written notice. Marvel Buildings LLC may cancel the purchase order agreement for any material breach of the contract by the buyer/end user, if the buyer/end user becomes insolvent, if the buyer/end user files or has filed for bankruptcy, or if a receiver appointed by the buyer/end user prior to delivery refuses delivery which constitutes a breach of the agreement. Cancellation of a confirmed purchase order by the buyer/end user constitutes a breach of contract and buyer/ end user shall be liable for all costs incurred by Marvel Buildings LLC. These include—but are not limited to—any partial completion costs incurred by Marvel Buildings LLC of a building that is already in production, engineering fees, third party calculations, state and local approvals, overhead and profit. These costs are compiled at the discretion of Marvel Buildings LLC and will be submitted to Buyer/ End User for payment upon receipt. Cancellation notice must be made in writing from buyer/end user to Marvel Buildings LLC prior to 30 days before the date the building is scheduled to ship. Upon receipt of a cancellation notice, all work on the building will be stopped as quickly as reasonably possible. buyer/ end user agrees to pay Marvel Buildings LLC the contract price for all completed work, determined by Marvel Buildings LLC, Marvel Buildings LLC's full costs, including Q & A, plus an additional 20% will be added to this price should incomplete purchase be canceled less than 30 days prior

Dispute Resolution:

Any dispute between the parties related to these Terms and Conditions will be submitted to arbitration governed by the Oregon Uniform Arbitration ACT (ORS 36.600 et seq.) and, to the extent not inconsistent with that statute, conducted in accordance with Arbitration Service of Portland's ("ASP") rules of practice and procedure for the arbitration of disputes. The arbitration shall be conducted in Tigard, Oregon and administered by ASP. The decision of the arbitrator will be binding on the parties, and judgment upon any arbitration award may be entered in any court having jurisdiction. **The parties acknowledge that, by agreeing to arbitrate disputes, each of them is waiving certain rights, including its rights to seek remedies in court (including a right to a trial by jury).**

Should Marvel Buildings LLC incur legal expenses or costs, including attorneys' fees, due to Buyer's breach of any aspect of these Terms and Conditions, or to pursue Marvel Buildings LLC's remedies against Buyer hereunder, Buyer shall be responsible to Marvel Buildings LLC for all such expenses, costs and fees.

Price:
The price quotations submitted to the buyer/end user by Marvel Buildings LLC are valid for 30 days from the date on the quote unless withdrawn by Marvel Buildings LLC prior to acceptance from the buyer/end user. If product shipment extends beyond 90 days from the date of the order, the prices will be adjusted to those in effect at the time of shipment. Prices quoted do not include any federal, state or local property, license, privilege, sales, use, excuse, gross receipts, value added or other like taxes which may now or hereafter be applicable to, measured by or imposed upon the sales of the products purchased, their use, or any serviced performed in connection therewith. Such taxes are the sole obligation of the buyer/end user

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and the buyer/end user agrees to pay or reimburse Marvel Buildings LLC for any such taxes that Marvel Buildings LLC or its contractors/suppliers may be required to pay.

Force Majeure:
Marvel Buildings LLC, or any of its affiliates, shall not be liable for any delay in or impairment of performance resulting in whole or in part from acts of God, severe weather conditions, labor disruptions, governmental decrees or controls, insurrections, war risks, shortages, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, or any other circumstances or causes beyond the control of Marvel Buildings LLC, any of its affiliates in the conduct of its business.

Security Interest:
On any sales on open account, the buyer/end user hereby grants to Marvel Buildings LLC, or any of its affiliates, a priority lien, purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to Marvel Buildings LLC. buyer/end user agrees to file any financing statements or other appropriate document with its governmental authorities to assure the validity, priority, and enforceability of the lien. buyer/end user agrees to inform Marvel Buildings LLC immediately if it intends to use any import financing or has or will be granting a lien or security interest on its inventory to any third party.

Assignment:
buyer/end user shall not assign any order or any interest therein without the written consent of Marvel Buildings LLC. Any actual or attempted assignment without Marvel Buildings LLC's prior written consent shall entitle Marvel Buildings LLC to cancel such order upon notice to buyer/end user without liability to Marvel Buildings LLC.
Modification of Terms:
Marvel Buildings LLC acceptance of any order is subject to Buyer/end user's assent to all of the terms and conditions of access and sale as set forth herein. Buyer/end user's assent to these terms and conditions shall be presumed by Buyer/end user's acceptance of all or any part of the goods or services ordered. All other contrary terms and conditions are expressly rejected, and no addition or modification of terms and conditions shall be binding upon Marvel Buildings LLC unless agreed to by Marvel Buildings LLC in writing.

Separability:
If any provision of these Terms and Conditions of Sale shall be deemed illegal or unenforceable, such a situation shall not affect the validity and enforceability of any other legal provisions hereof which together shall then be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such a situation shall destroy the underlying business purpose of these
Terms and Conditions.

Inspection:

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Any claim for defective materials, imperfect manufacture, shortage or any other claim against Marvel Buildings LLC with respect to the condition of the products purchased must be presented by the buyer/end user to Marvel Buildings LLC within ten days after the Buyer/end user's receipt of the goods. Freight damages must be reported immediately and noted in writing on the Bill of Lading.

Complete Agreement:
The terms and conditions in Marvel Buildings LLC's website Terms of Access, Terms of Sale, Quotations, Invoices and Sales Terms and Conditions are incorporated herein by reference and constitute the entire and exclusive agreement between buyer/end user and Marvel Buildings LLC and its affiliates.
Marvel Buildings LLC buildings are warranted to you as the original buyer/end user for one year from the date of shipment against defects in workmanship and material, with the exception of structural integrity, which is warranted against defects in workmanship and material for a period of 15 years from the date of shipment. This warranty is subject to proper maintenance of said building by buyer/end user. Marvel Buildings LLC will replace or repair, at their option, any product which is in the opinion of Marvel Buildings LLC to be defective and has not been tampered with, modified, subjected to an accident/misuse or not communicated to Marvel Buildings LLC at the time of the order, or is not maintained, inspected and tested according with the preventative maintenance schedule. This warranty is in effect from the point of delivery of product from Marvel Buildings LLC to buyer/end user. At the option of Marvel Buildings LLC, a product shall be replaced or repaired at the customer's site using factory personnel or outside contractors under Marvel Buildings LLC's direction or returned to the factory for repair at the sole discretion of Marvel Buildings LLC. Items that are not manufactured by and purchased by Marvel Buildings LLC are warranted against defects from the manufacturer's fabrication, process or parts according to the original manufacturer's warranty for such items from the date of shipment. Such items include, but are not limited to; building interior and exterior finish, switches, lights, gas sensors, electrical boxes, air conditioners, heaters, fan motors, dry chemical fire suppression equipment, doors, door locks and door closures, windows, kitchen equipment, bathroom fixtures. Such items can only be returned with prior approval of Marvel Buildings LLC. The original manufacturer or agent thereof, will make evaluation of each reported defective part and issue final judgment regarding warranty. Seller's liability under this contract will be limited to repair of the defects as set forth in the paragraph, or —if unable to be repaired—replacement of goods. Any warranty expressed is only intended to cover parts. Any labor charges incurred are at the expense of the customer or at the discretion of Marvel Buildings LLC's factory representatives. It is expressly agreed by the parties herein that this shall be the Buyer/End User's sole and exclusive remedy against the Seller. Any disputes regarding warranty and building purchases are to be handled in the state of Oregon, City of Tigard. There are no other warranties, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. Marvel Buildings LLC's liability under this warranty is limited to the repair of defects as set forth above. In no event shall Marvel Buildings LLC be liable for any loss of profits or any incidental or consequential damages for any reason, and the right to recover incident or consequential damages is expressly waived.

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50% due at signing
30% after metal work, electrical and plumbing rough in
20% before shipping

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Marvel Buildings LLC

2 Business name/disregarded entity name, if different from above.

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3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

9826 SW Tigard st

Requester's name and address (optional)

6 City, state, and ZIP code

Tigard, OR 97223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

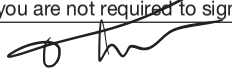
8	8	–	3	7	8	6	1	2	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 03/25/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Modern Insurance Marketing Inc Contekpro Llc Dba 29174 Sw Town Center Loop W Wilsonville OR 970709306	**CONTACT NAME:** BRODY, LOREN **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Contekpro Llc 9826 Sw Tigard St Portland OR 97223	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Ohio Casualty Insurance Company / 24074 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 0273450284 **REVISION NUMBER:** 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	BKO63018128	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

Contekpro Llc

9826 Sw Tigard St

Portland OR 97223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Curtis Luken

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County of Flagler
Financial Services
E. John Brower MBA, CGFO, CPM, Director
1769 East Moody Boulevard | Building 2, Bunnell, FL 32110
(386) 313-4008

NOTICE OF INTENT TO AWARD
RFP No. 25-RFP-045
Shipping Container Kitchen for Bull Creek

RESPONSE DEADLINE: March 18, 2025 at 2:00 pm

Thursday, April 3, 2025

Thank you for submitting a bid in response to 25-RFP-045 for Shipping Container Kitchen for Bull Creek. Flagler County has evaluated all submittals received in response to solicitation and intends to award a contract to ContekPro.

Protest Process

Notification

The Office of Procurement and Contracts shall post all recommendations of award available for review by the public on the Flagler County website. Vendors who submit a solicitation will be notified by e-mail.

Notice of Intent to File a Protest

1. A respondent adversely affected by an intended decision or action with respect to the initial award on a solicitation shall file a written notice of intent to file a protest. That notice of intent to file a protest must be filed with the Procurement and Contract Services Manager or his/her designee no later than four o'clock (4:00) p.m. on the third (3rd) business day following the date of the notice of the recommendation of award.

2. In addition, a protest bond in the form of a U.S. Postal Service money order or by a certified cashier's check in an amount equal to one percent (1%) of the value of the solicitation, but in no case less than five hundred dollars ($500), nor greater than five thousand dollars ($5,000), payable to the Flagler County Board of County Commissioners must be delivered with the written notice of intent to file a protest. Failure to post such bond shall result in the Protest being dismissed by the Procurement and Contract Services Manager or his/her designee.

3. The notice of intent to file a protest must:

   a. Identify the action being protested.

   b. Clearly state the basis of the protest, and

c. Clearly state that its purpose is to serve as the notice of intent to file a protest.

4. Failure to provide the proper notice and/or failure to provide the required protest bond shall constitute a waiver of the right to seek any remedy provided under the protest procedure. Once again thank you for participating in this solicitation and for your interest in doing business with Flagler County.

Further information on our protest policy can be found at https://www.flaglercounty.gov/departments/financial-services/purchasing/purchasing-document-center/-folder-62, under Procurement Manual.

Sincerely,

Kelly Bowman
Procurement Coordinator
Office of Procurement and Contracts
Flagler County Board of County Commissioners

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

SUBJECT: Consideration to Transfer Funds Between Departments within the Disaster Relief Fund (Fund 1184) for the Hurricane Recovery Grant D1490 – Bull Creek Facility.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: Funding for this project is provided by the Hurricane Recovery Grant which was approved on December 4, 2023, and the funds were placed in the Disaster Recovery Department (138). The funding is grant-related and should be placed into the Grant Department (8001) for proper tracking. The current Budget Policy does not allow for budget transfers between departments that are greater than $100,000 without Board approval.

The 2nd project that the Hurricane Recovery Grant D1940 provided funding for in the amount of $35,000 was for the removal of an old seawall that became visible after Hurricanes Ian and Nicole. The seawall removal was completed under budget, with savings of $3,000. Staff are requesting to increase the current Bull Creek Facility project by the $3,000 to ensure all available grant money is spent.

STRATEGIC PLAN: Effective Government:
Goal 1 – Maintain Financial Stability.

FUNDING INFORMATION: Funding in the amount of $1,223,483 will be transferred between departments within the Disaster Relief Fund (Fund 1184). Included in the $1,223,483 transfer between departments, there is the above mentioned increase in the amount of $3,000 that will amend the current Bull Creek CIP project.

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

RECOMMENDATION: Request the Board approve the Budget Transfer and Amended the CIP.

ATTACHMENTS:
1. Budget Transfer
2. Amended CIP

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

Attachment 1

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
1	11133090	564000		Disaster Relief	Machinery and Equipment	1,255,483.00	-1,223,483.00	32,000.00	
	1184-138-3893-525600-520-52-000-000-564000-				03/14/2025				
2	11188069	562000		Grants	Buildings	.00	1,223,483.00	1,223,483.00	
	1184-180-8001-572600-570-57-000-000-562000-				03/14/2025				
					** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2025 06 62411 03/14/2025 059 BUA BULLCRKBTR 1 1

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

YEAR PER JNL SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2025 6 62411					
BUA 1184-138-3893-525600-520-52-000-000-564000-	Machinery and Equipment		5		1,223,483.00
03/14/2025 BULLCRKBTR 059		T			
BUA 1184-180-8001-572600-570-57-000-000-562000-	Buildings		5	1,223,483.00	
03/14/2025 BULLCRKBTR 059		T			
	JOURNAL 2025/06/62411 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

PA JOURNAL SOURCE	PROJECT STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
******		03/14/2025	2025/06/62411						
PAB	GS24CIP012-CAP/GRANT -EMR/1184		-562000	059			T BULLCRKBTR	5	1,223,483.00
							GS24CIP012 TOTAL:		1,223,483.00

** END OF REPORT - Generated by Michael Catalano **

Attachment 2

Amended Capital Improvement Program
FY 2025 Project Funding Summary

Project			Funding Source										
Project Name/Description	Project #	Project Type	General Revenue	Prior Project Cost Savings	Gas Tax	Vessel Registration	Grants	Outside Contributions	Airport	Impact Fees	Beachfront Parks/ TDO	1/2 Cent Sales Tax	Project Total
GA Terminal Building*	AP00019	New Construction					5,000,000		1,450,000				6,450,000
Wildlife Fence*	AP23004	New Construction					17,040		4,260				21,300
Red Roof Inn Expansion (Additional Funding)	GS00071	New Construction		50,000									50,000
Energy Plant Cooling Towers (Additional Funding)	GS24CIP003	Capital Preservation	250,000										250,000
Bull Creek Facility (Additional Funding)	GS24CIP012	New Construction					3,000						3,000
HVAC Replacement - Various Facilities	GS25CIP001	Capital Preservation	75,000										75,000
HVAC Niagara Controls Upgrade	GS25CIP002	Capital Preservation	95,000										95,000
ADA Projects per Transition Plan	GS25CIP003	Capital Preservation	75,000										75,000
GSB Carpet Flooring 2nd Floor	GS25CIP004	Capital Preservation	150,000										150,000
Roof Replacement - Palm Coast Library	GS25CIP005	Capital Preservation	437,000										437,000
JC Flooring 1st Floor (Additional Funding)	GS23007	Capital Preservation	73,500										73,500
JC Flooring 2nd Floor (Additional Funding)	GS23008	Capital Preservation	16,000										16,000
Bing's Master Plan Improvements	GS25CIP006	Capital Preservation	200,000			100,000				200,000			500,000
Health Department HVAC	GS25CIP007	Capital Preservation	350,000										350,000
Carver Gym Flooring	GS25CIP008	Capital Preservation	200,000										200,000
Fire Training Tower Repairs	GS25CIP009	Capital Preservation	130,000										130,000
Princess Place Pool Preservation, Roof Covering & Fence	GS25CIP010	Capital Preservation	400,000										400,000
Basketball Court Resurface Carver (Additional Funding)	GS24CIP015	Capital Preservation		30,000									30,000
Wadsworth Park Skate Park Ramp Replacement	GS25CIP015	Capital Preservation		244,000									244,000
EOC & VS Exterior Painting	GS25CIP016	Capital Preservation		60,000									60,000
Lehigh Greenway Trail Mgmt Grant	TBD	Capital Preservation					200,000						200,000
Fire Flight Hangar Office Expansion	GS25CIP011	New Construction	350,000										350,000
Malacompra Disc Golf & Restroom	GS25CIP012	New Construction									275,000		275,000
Emergency Preparedness Shelter (Cattleman's Hall)	GS25CIP013	New Construction					10,000,000						10,000,000
4-H Barns	GS25CIP014	New Construction								240,620			240,620
Old Haw Creek from 304 to SR 11	CE23005	New Construction			118,068								118,068
Nexus Center*	CE00051	New Construction	150,305							484,972			635,277
CR 90 Construction*	CE22002	New Construction			62,037								62,037
FDEP Hurricane Recovery Project*	CE23003	Dune/Beach					5,617,318						5,617,318
FDEP Hammock Dunes Nourishment Project	TBD	Dune/Beach					4,400,000	2,200,000			2,000,000	200,000	8,800,000
Eco-Discovery Center	CE25CIP001	New Construction									1,600,000		1,600,000
CR 205 between SR100 & private dirt road*	CE25CIP010	New Construction			13,136								13,136
Conservation Lands	LM25CIP001	Land Purchase					10,000,000						10,000,000
Court Jail Security Control Retrofit	IT25CIP001	Technology										882,000	882,000
Civic Arena Upgrade Sound System	IT25CIP002	Technology (Preservation)	40,000										40,000
UF/IFAS Security and Access Control	IT25CIP003	Technology (Preservation)		30,000									30,000
Total			**$2,991,805**	**$ 414,000**	**$ 193,241**	**$ 100,000**	**$ 35,237,358**	**$ 2,200,000**	**$1,454,260**	**$925,592**	**$3,875,000**	**$ 1,082,000**	**$ 48,473,256**

*Prior Year Funding to be Appropriated via Carryforward Process

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

SUBJECT: Consideration to Amend the Fiscal Year 2024-2025 Budget to Recognize Grant Revenue from FY24/25 Grant with ElderSource, for the Department of Health and Human Services' Senior Services Division in the Amount of $32,283.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: The Senior Services Division at Flagler County's Department of Health and Human Services (HHS) provides an array of supportive services to seniors in the community, as well as evaluation and referral to supports available from other service providers. Services are funded by Federal and State grants, matched with local government funds.

HHS seeks to recognize grant funds that were unexpended at the end of FY2023/24 but remain available to carry forward in FY24/25. The Emergency Home Energy Assistance for the Elderly Program funding agreement was amended on 7/25/2024, recognizing additional funds for the grant and an extension of the grant term through June 30, 2025. This increased funding contract amendment was signed by Administration under their approved signature authority.

STRATEGIC PLAN: Focus Area: Public Health & Safety

- Goal 1 – Increase Resident Awareness of Services Available of the Health and Human Services Department.
  - Objective PHS 1.1: Provide a range of educational programs.

FUNDING INFORMATION: Funding in the amount of $38,283.00 will be appropriated in the General Fund (Fund 1001) upon approval of the Unanticipated Revenue Resolution.

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

RECOMMENDATIONS: Request the Board approve the Unanticipated Revenue Resolution.

ATTACHMENTS:

1. Unanticipated Revenue Resolution

4/1/2025 - Requested by Health & Human Services Director Joseph Hegedus
4/2/2025 - Approved by Financial Services Director E. John Brower – MC BE

RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE GENERAL FUND 1001 FOR THE FISCAL YEAR 2024-25 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, it is necessary to increase the General Fund 1001 to receive unanticipated revenue from Eldersource for Emergency Home Elderly Assistance Program; 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 that the General Fund 1001 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, is approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 21st day of April 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

Flagler County

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION / ACCOUNT DESCRIPTION / LINE 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 07	70392	04/01/2025			BUA	EHEAPURR	1	2					
1	00105013	583011	GenFund/Sen Srvc	Emergency Assistance		10,000.00	38,283.00	48,283.00	
	1001-105-0501-569800-560-56-000-000-583011-				04/01/2025				
2	00113315	331620	General Fund	Fed Grt-Hum Srv-Public Asst		-84,086.00	-38,283.00	-122,369.00	
	1001-001-0000-331620-330-00-000-000-331620-				04/01/2025				
				** JOURNAL TOTAL			0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025 7 70392					
BUA 1001-105-0501-569800-560-56-000-000-583011- 04/01/2025 EHEAPURR	Emergency Assistance	T	5	38,283.00	
BUA 1001-001-0000-331620-330-00-000-000-331620- 04/01/2025 EHEAPURR	Fed Grt-Hum Srv-Public Asst	T	5		38,283.00
				.00	.00
BUA 1001-000-0000-000000-000-00-000-000-241000- 04/01/2025 EHEAPURR	Appropriations				38,283.00
BUA 1001-000-0000-000000-000-00-000-000-171000- 04/01/2025 EHEAPURR	Estimated Revenues			38,283.00	
	SYSTEM GENERATED ENTRIES TOTAL			38,283.00	38,283.00
	JOURNAL 2025/07/70392 TOTAL			38,283.00	38,283.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
1001 General Fund	2025	7	70392	04/01/2025				
1001-000-0000-000000-000-00-000-000-171000-					Estimated Revenues		38,283.00	
1001-000-0000-000000-000-00-000-000-241000-					Appropriations			38,283.00
						FUND TOTAL	38,283.00	38,283.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

PA JOURNAL SOURCE	PROJECT STRING	EFF DATE / GL YEAR/PER/JNL / REF1	REF2	REF3	REF4	T	AMOUNT
******		04/01/2025 2025/07/70392					
PAB	SS00017 -AID/GRANT	-EHEAP/1001-583011			T EHEAPURR	5	38,283.00
PAB	SS00017 -GRANT	-FED	-		T EHEAPURR	5	-38,283.00
				Project Expense String Totals			
					SS00017 Total:		38,283.00
				Project FS String Totals			
					SS00017 Total:		-38,283.00
					PROJECT JOURNAL GRAND TOTAL:		0.00

** END OF REPORT - Generated by Michael Catalano **

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

SUBJECT: Request the Board to Consider and Approve a Single Source Contract with NeoGov for Human Resources Information System in the Amount of $177,477.64.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: Human Resources Department is seeking approval of a single source procurement for NeoGov's onboarding, performance management, learning management and employee records management software; to be managed by Human Resources, for the benefit of all employees and departments.

The onboarding module will allow us to connect and engage with employees prior to their start date. We will be able to significantly streamline our new hire process by sending new hire paperwork electronically, and upon completion, store the documents into the appropriate employee files within the software. This module will help us to achieve the 2025 Strategic Plan, Effective Government Goal 2 & 3.

The performance management module will allow us to go digital with performance evaluations, which would significantly increase efficiency and timeliness of completing performance evaluations. The software has a great interface for Managers and HR to track the completion of evaluations and to provide performance feedback throughout the year. This system will give us the tools necessary to achieve the 2025 Strategic Plan, Effective Government Goal 4.

The learning management module is for employee training and development, a big focus for the County. The module will allow us to create our own virtual training courses and post in-person training classes. Additionally, the system comes with approximately 1300 pre-built virtual courses geared towards government employees. The system will allow us to create and assign training plans specific to each department, and has a great reporting tool to track employee completion. This module will significantly contribute to the 2025 Strategic Plan, Effective Government Goal 4.

The e-forms module is an electronic employe records management system that will allow us to digitalize all our employee forms, send to employees for signature and store the documents into appropriate folders.

NeoGov is an established vendor with whom we currently have a contract for their recruiting platform, which manages our job postings and the hiring process. Choosing NeoGov for these additional modules will ensure a seamless process for the entire employee management process.

The total cost is $177,477.64 for a two and a half year contract (the remainder of FY 25 - $31,184.49, FY 26 - $55,935.75, and FY 27 - $90,357.40).

STRATEGIC PLAN:
Focus Area: Effective Government

- Goal 2 – Build and maintain relationships to support effective and efficient government.
- Goal 3 – Provide an excellent customer (employee) service experience.
- Goal 4 – Create a culture of performance excellence.

FUNDING INFORMATION: Funding for the FY25 portion of this contract has been identified in the FY25 Human Resources Operating Budget.

03/17/2025 Requested by Charlie Picano
04/04//2025 Approved by Financial Services Director E. John Brower RJR BA BE

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

DEPARTMENT CONTACT: Charlie Picano, Human Resources Director (386) 313-4033

RECOMMENDATION: Request the Board to Approve a Single Source Contract with NeoGov for Human Resources Information System in the amount of $177,477.64.

ATTACHMENTS:
1. NeoGov Quote
2. NeoGov Justification Presentation
3. NeoGov Learning Management Course Catalog

03/17/2025 Requested by Charlie Picano
04/04//2025 Approved by Financial Services Director E. John Brower RJR BA BE

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-697981	**Order #:**	Q-368280
Customer:	Flagler, County of (FL)	**Valid Until:**	4/30/2025
Effective Employee Count:	400		
Sales Rep:	Mitch Boland		

Customer Contact			
Billing Contact:	Flagler, County of (FL) Charlie Picano	**Shipping Contact :**	Flagler, County of (FL) Lauren Cumber
Billing Address:	1769 E. Moody Blvd. Building 2, Third Floor Bunnell, FL 32110	**Shipping Address:**	1769 E. Moody Blvd. Building 2, Third Floor Bunnell, FL 32110
Billing Contact Email:	cpicano@flaglercounty.gov	**Shipping Contact Email:**	lcumber@flaglercounty.gov
Billing Phone:	386-313-4035	**Shipping Phone:**	386-313-4035

Payment Terms			
Payment Term:	Net 30	**Notes:**	
PO Number:			

Subscription Service

Prorated Year 1

60% discount on all subscription fees.
50% discount on all setup fees.

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	5/1/2025	9/30/2025	Employee Based	$4,482.83
Learn Setup	Services			Employee Based	$3,399.00
Perform Subscription	Recurring	5/1/2025	9/30/2025	Employee Based	$3,539.00
Perform Setup	Services			Employee Based	$3,399.00
Employee Import Subscription	Recurring	5/1/2025	9/30/2025	Employee Based	$607.83
Employee Import Setup	Services			Employee Based	$3,307.50
Onboard Subscription	Recurring	5/1/2025	9/30/2025	Employee Based	$2,104.50
Onboard Setup	Services			Employee Based	$2,079.00
Single Sign On Subscription	Recurring	5/1/2025	9/30/2025	Employee Based	$273.50
Single Sign On Setup	Services			Employee Based	$1,575.00
Course Management Import (LE) Subscription	Recurring	5/1/2025	9/30/2025	Employee Based	$607.83

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	License Type	Total (USD)
Course Management Import (LE) Setup	Services			Employee Based	$1,102.50
eForms Subscription	Recurring	5/1/2025	9/30/2025	Employee Based	$2,727.00
eForms Setup	Services			Employee Based	$1,980.00
				Prorated Year 1 TOTAL:	$31,184.49

Year 2 **35% discount on all subscription fees.**

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	10/1/2025	9/30/2026	Employee Based	$17,483.05
Perform Subscription	Recurring	10/1/2025	9/30/2026	Employee Based	$13,802.10
Employee Import Subscription	Recurring	10/1/2025	9/30/2026	Employee Based	$2,370.55
Onboard Subscription	Recurring	10/1/2025	9/30/2026	Employee Based	$8,207.55
Single Sign On Subscription	Recurring	10/1/2025	9/30/2026	Employee Based	$1,066.65
Course Management Import (LE) Subscription	Recurring	10/1/2025	9/30/2026	Employee Based	$2,370.55
eForms Subscription	Recurring	10/1/2025	9/30/2026	Employee Based	$10,635.30
				Year 2 TOTAL:	$55,935.75

Year 3 **List price.**

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$28,241.85
Perform Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$22,295.70
Employee Import Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$3,829.35
Onboard Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$13,258.35
Single Sign On Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$1,723.05
Course Management Import (LE) Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$3,829.00

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Item	Type	Start Date	End Date	License Type	Total (USD)
eForms Subscription	Recurring	10/1/2026	9/30/2027	Employee Based	$17,180.10
				Year 3 TOTAL:	$90,357.40

Total: | $177,477.64

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. This Order Form Q-368280 is governed by the terms and conditions in theNEOGOV Online Services Agreement signed by GovernmentJobs.com, Inc. ("NEOGOV"), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, a copy of which is attached hereto. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By: **Flagler, County of (FL)**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signed By NEOGOV:

Signature: 

Printed Name: Michael Burns

Title: Accounting Director

Date: 4.10.25

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL

NEOGOV LEGAL
1:15 pm, Mar 14 2025

NEOGOV ONLINE SERVICES AGREEMENT

THIS ONLINE SERVICES AGREEMENT and Order Form (collectively the "Agreement") is made and entered into as of date the last of the Customer or NEOGOV has executed this Agreement ("the "Effective Date"), by and between **GovernmentJobs.com, Inc.**, a California corporation doing business as NEOGOV ("NEOGOV"), with offices at 300 Continental Blvd., Suite 565, El Segundo, California 90245, and Flagler, County of (FL), a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of Online Services.

(a) Services. Subject to the terms and conditions set forth herein, Customer hereby engages NEOGOV, and NEOGOV hereby agrees, to provide Customer with, and/or access to, the services (the "Services") described in this Agreement and in the order form attached hereto as Exhibit A (the "Order Form"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

(b) Change Orders. Either party may initiate a change to any part of the Order Form by delivering a written change order request to the other party. The receiving party shall notify the party making such request, in writing within ten (10) business days of such receiving party's receipt of such change order request, of such receiving party's acceptance or rejection of the proposed changes. If the receiving party fails to respond within such ten (10) business day period, such receiving party shall be deemed to have rejected such proposed changes. If the receiving party approves such change order, the parties shall agree on the estimate of time to complete the changes, associated costs, an impact analysis indicating ramifications or impacts to the overall project, a modification of any affected Fees, Services or deliverables, and any other relevant details related to such change order.

2. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Compliance with Laws. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, code and ordinances.

(b) Customer Data and Website. While NEOGOV is responsible for data integrity within the NEOGOV Servers, Customer shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by Customer or its authorized end users in connection with this Agreement or use of the Services, (ii) the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's website, and (iii) making and keeping additional copies of all Customer Data. Except set forth in Section 9, NEOGOV shall have no obligation to provide or make available to Customer, and Customer shall have no right to receive, a copy of the Customer Data or any associated data files in any format.

(c) Acceptable Use. Customer shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public NEOGOV system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that NEOGOV suspects any breach of the requirements provided in this Section 2(c), including by way of users of Customer's system, NEOGOV may suspend Customer's access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

(d) Unauthorized Access. Customer will take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information for the Services. Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop any such breach.

(e) Customer Equipment. Other than the Services provided by NEOGOV, Customer is responsible for all other services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) required to access the Services. Customer shall be responsible for procuring all licenses of third party software necessary for Customer's use of the Services.

3. Maintenance and Support Services.

(a) Maintenance. NEOGOV maintains NEOGOV's hardware/software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, and security for the Services. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. Customer is not responsible for NEOGOV system maintenance.

(b) Modification. NEOGOV may periodically modify the features, components and functionality of the Services. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification of the Services provided by NEOGOV.

(c) Support. Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. Both phone and online case receipts are confirmed immediately. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as "system down" will be addressed immediately and resolved as soon as possible. All other issues are reviewed internally by NEOGOV, and then will be discussed and reviewed with Customer to identify priority and a resolution timeline.

(d) Updates and Upgrades. During the Term, NEOGOV will make all Updates and Upgrades to the Services accessible to Customer at no additional expense to Customer. Upgrades are automatic and available upon Customer's next login to the Services following an Update or Upgrade. NEOGOV shall have no obligation to provide, at no additional expense to Customer, major product enhancements and/or new features that NEOGOV markets separately to other customers for an additional fee; provided, that, NEOGOV may, in its sole discretion, elect to provide such enhancements or features to Customer on a case-by-case basis at no cost. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to in Customer's hardware, systems or other software which may be necessary to use or access the Services due to an Update or Upgrade. For the purposes hereof, (i) "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its third-party customers of the same module, excluding Upgrades, and (ii) "Upgrade" means any update of the Services or underlying NEOGOV software such as bug fixes, platform updates, and major product enhancements and/or new

features that NEOGOV makes commercially available and does not market separately to other customers on a custom, exclusive basis for a separate fee.

(e) Training. NEOGOV will provide Customer with access to the online training materials. All NEOGOV provided training materials will be provided online, unless otherwise set forth in the Order Form.

(f) Limitations. This Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly required to be provided by NEOGOV in this Agreement, including, but not limited to, training, data conversion, and program modification and enhancement.

4. Ownership and Protection.

(a) Customer Data. The Parties agree that as between NEOGOV and Customer, data or information received or uploaded by Customer, and retained by Customer on NEOGOV Servers, is the sole property of Customer, subject only to the rights of data subjects and the law (the "Customer Data"). NEOGOV shall acquire no rights in any Customer Data and process Customer Data only to provide the Services or as otherwise instructed by Customer, or as may be required or permitted by applicable law.

(b) NEOGOV Intellectual Property. As between NEOGOV and Customer, NEOGOV shall exclusively own all right, title and interest in and to all Services (including any Update or Upgrade thereto), NEOGOV's products, system, any software (including any source code or object code) or documentation related thereto, any trademarks, service marks, logos and other distinctive brand features of NEOGOV and all Proprietary Rights embodied therein (collectively, the "NEOGOV Intellectual Property").

(c) Grant to Use Certain Data. Customer agrees that NEOGOV may collect, disclose, and use quantitative and non-personal data derived from the use of NEOGOV Services for analysis, to provide Services to Customer, develop improvements to Services, benchmarking, analytics, marketing, job-seeker services, and internal business purposes for job-seeker and Customer benefit.

(d) Reservation of Rights. This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. Except as expressly set forth in Section 4(e), this Agreement does not grant Customer any licenses or other rights with respect to any of the NEOGOV Intellectual Property. All rights not expressly granted herein are reserved by NEOGOV.

(e) NEOGOV License Grant. NEOGOV's approved logos and trademarks (the "Approved Marks"), including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages. NEOGOV hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to use and reproduce the Approved Marks solely for purposes set forth in this Section 4(e). All uses of the Approved Marks shall conform to NEOGOV's standard guidelines and requirements for use of the Approved Marks.

(f) Privacy. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data. Customer shall comply with all applicable laws and regulations relating to (i) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data (including any personally identifiable information). Without limiting the generality of the foregoing, in using the Services or any other NEOGOV Intellectual Property, Customer will not disclose or provide to NEOGOV any personally identifiable information of any other person or entity.

5. Representations, Warranties and Disclaimers.

(a) Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

(b) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

(d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

(e) Compliance with Policies. During this Agreement, Parties shall observe and comply with NEOGOV policies, including but not limited to Service Level Warranties, Malicious Traffic, Privacy, Incident Response, Retention, and Cookie Policies (the "Policies"), as from time to time may be amended and of which applicable provisions are incorporated herein by reference. Copies of Policies will be provided upon request. Customer shall be notified in the event material change to such Policies.

6. Publicity. Following the mutual execution and delivery of this Agreement, each party hereto may advertise, disclose and publish its relationship with the other party under this Agreement. NEOGOV may display Customer's name and logo in connection with such advertisement, disclosure and publishing.

7. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party (y) except as permitted or authorized herein or (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for

use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

8. Liability Limitations.

(a) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEOGOV HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF NEOGOV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **WITHOUT LIMITATION OF SECTION 8(A), EXCEPT FOR DAMAGES ARISING OUT OF NEOGOV'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF NEOGOV FOR ANY AND ALL CLAIMS AGAINST NEOGOV UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO NEOGOV UNDER THIS AGREEMENT DURING THE INITIAL TERM. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**

(c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

9. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and remain in effect for the initial term set forth on the Order Form, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least ninety (90) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. In the case of professional services, if no end date is specified in the SOW, then the SOW shall expire upon completion of professional services or early termination as permitted by this Agreement.

(b) Termination. NEOGOV may suspend the Services or terminate this Agreement immediately in the event of any of the following: (A) Customer fails to pay any amount then due under this Agreement and such failure is not cured within five (5) days following NEOGOV's written notice thereof, (B) Customer is in material breach of this Agreement and such breach is not cured within thirty (30) days following NEOGOV's written notice thereof; or (C) the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy. Customer may terminate this Agreement immediately if NEOGOV is in material breach of this Agreement and such breach is not cured within thirty (30) days following Customer's written notice thereof.

(c) Effect of Termination. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. In the event that Customer elects to receive Insight data files from the NEOGOV system, NEOGOV shall provide Customer with a dedicated flat data file in .CSV format or provide a proprietary and confidential delete of data. Such data files will be comprised of Customer's standard data contained in NEOGOV's Insight Enterprise (IN) system. NEOGOV retains the right to purge such data files from NEOGOV's systems without consent from, or notice to, the Customer after ninety (90) days after the date of expiration or termination of this Agreement.

(d) Survival. Sections 2, 4(a) through 4(d), 4(f), 5, 6, 7, 8, 9(c), 9(d), 12 and 13 shall survive the termination or expiration of this Agreement.

10. Payments.

(a) Payment Terms. Except as expressly set forth in the applicable Order From or SOW, Customer will pay all Fees set forth in the Order Form or SOW in accordance with the following: (i) NEOGOV Fees are invoiced annually in advance and NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period; (ii) invoices shall be delivered to the stated "Bill To" party on the Order Form (iii) Customer shall pay NEOGOV the applicable fees (collectively, the "***Fees***") within the applicable time periods as follows:

(A) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form;
(B) Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
(C) Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
(D) any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor;
(E) Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least sixty (60) days prior to the commencement of such Renewal Term.

(b) Upon execution by Customer and NEOGOV, each Order From and/or

SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for NEOGOV subscriptions is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies NEOGOV of the dispute prior to the date such payment is due, specifying in such written notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by NEOGOV and resolution by the parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with NEOGOV to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution.

(c) Undisputed Fees. In the event any undisputed amount due is not paid when due, the recipient shall pay to the other party late payment interest on all undisputed amounts past due from such due date therefore until paid in full at a rate equal to the lesser of: (i) one percent (1%) per month; or (ii) the maximum interest rate permitted by applicable law.

(d) Customer Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and NEOGOV hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of this Agreement as offered by NEOGOV. Customer agrees that a failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its obligations to provide payment to NEOGOV pursuant to this Section 10.

(e) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity of which procured NEOGOV services using this Agreement. In the event this Agreement is terminated, the agreement between the New Entity and NEOGOV shall survive, subject to local procurement law.

13. Miscellaneous.

(a) Assignment. This Agreement may not be assigned by either party without the express written approval of the other party and any attempt at assignment in violation of this Section 13(a) shall be null and void.

(b) Entire Agreement; Amendment. This Agreement and the Order Form constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's State, without giving effect to conflict of law rules.

(d) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

(e) Independent Contractor; Third Party Agreements. Customer is and shall be deemed to be an independent contractor of NEOGOV and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto, or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

(f) Cost of Requests. In the event NEOGOV is required to provide a data dump or respond to a subpoena, court order or other legal process for the production of documents and/ or testimony relative to this Agreement or Customer's use of the Services, Customer agrees to compensate NEOGOV at hourly rates for the time expended to provide a response, and to reimburse NEOGOV for any out-of-pocket costs incurred.

(g) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address set forth in the introductory paragraph hereof. Notice of change of address shall be given by written notice in the manner detailed in this Section 13(f).

(h) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

(i) Attorneys' Fees. Should either party hereto initiate a legal or administrative action or proceeding (an "Action") to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all reasonable costs of the Action, including without limitation attorneys' fees and costs.

(j) Conflict. In the event of a conflict between the body of this Agreement and the Order Form, the terms of the body of this Agreement shall control.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by

electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

Customer:		**GovernmentJobs.com, Inc. (dba "NEOGOV")** a California Corporation	
Signature:	Craig M. Coffey	Signature:	
Print Name:	Craig M Coffey	Print Name:	John Closs
Title:	County Administrator	Title:	Controller
Date:	10/9/2018	Date:	10/9/2018

EXHIBIT A – ORDER FORM

Customer & Customer Address:	Bill To (if different than Customer Address):
Flagler, County of (FL)	Attn: Jarrod Shupe 1769 E. Moody Blvd, Bldg #3 Bunnell, Florida 32110
Quote Date: 9/27/2018 **Valid To:** Today plus 30 days	**Initial Term:** 12 Months from the date of execution of this Agreement. [INSERT START AND END DATE] **Billing Frequency:** Annual

Annual Recurring Fees

Line	Description[1]	Initial Annual Recurring Fee[2]
1.	Insight Enterprise Edition (IN) Subscription	$9,450.00
2.	GovernmentJobs.com Job Posting Subscription (GJC)	$1,250.00
3.	Perform (PE) Subscription	NA
4.	Onboard (ON) Subscription	NA
5.	Learn (LE) Subscription	NA
6.	NEOGOV Integrations Subscription	NA
	Sub Total:	$10,700.00

Non-Recurring Fees

Line	Description[1]	Non-Recurring Fees
NEOGOV Services		
6.	Insight (IN)	
	Setup and Implementation	$2,000.00
	Training	$2,000.00
7.	Perform (PE)	
	Setup and Implementation	NA
	Training	NA
8.	Onboard (ON)	
	Setup and Implementation	NA
	Training	NA
	Onboard form building as Professional Service	NA
9.	Learn (LE)	
	Setup and Implementation	NA
	Training	NA
10.	NEOGOV Integrations	
	Setup and Configuration	NA
	Sub Total:	$4,000.00
	Order Total:	**$14,700.00**

[1]Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

[2] The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

(a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

Recruitment:
- Online job application

Selection:
- Configurable supplemental questions

- Configurable Career site
- Automatic online job interest cards
- Recruitment and examination planning

Applicant Tracking:
- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate self-service portal for scheduling and application status

Career Pages.
- NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following three Customer website links (NEOGOV will provide the new link addresses):
- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

Optional Integrations:
- Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. Specifications regarding optional, for cost, NEOGOV integrations can be made available to Customer, including:
  - Configure New Hire Export Interface
  - Configure Position Control Import Interface
  - Class Spec Interface
  - Employee Integration
- As part of each such integration, NEOGOV shall:
  - Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
  - Provide Integration Worksheets and/or guides.
- Define unique automatic scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Reporting and Analysis:
- 90 standard system reports
- Ad hoc reporting tool

HR Automation:
- Automatically route job requisitions and hire actions for approval
- Automatically score and pass/fail applicants based on scoring plans
- Automatically email users when there are candidates sent to them for review
- Automatically email jobseeker job interest card notices for jobs posted on the main job openings page

Insight Training:
- NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
- Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

(b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:
- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings
- Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

(c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:
- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:
- Electronic Employee File of Onboard forms
- Federal I9 and W4 forms
- Checklists of tasks to create specific Onboard process by position, department, division or class spec
- Configurable new hire portal
- Ability to promote, rehire and offboard employees (task assignment based on new position)
- Global form bank
- Configurable Email Notifications

- Automation of Onboard process
- Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
  - Background forms $295 per form
  - Dynamic Forms $195 per form
  - Updates to existing forms $200 an hour

(e) Learn (LE). Learn (LE) is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will including the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload SCORM course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
- Hundreds of 'off-the-shelf' online courses
- Learn Setup and Implementation will include the following activities:
  - NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.
  - NEOGOV will establish Customer's production environment.
  - All NEOGOV products will be implemented off-site.

(f) NEOGOV Training.

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.

(g) NEOGOV Implementation. The following activities will be conducted as a part of the Services:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will establish Customer's production environment.
- All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
- Following NEOGOV product rollout, NEOGOV and Customer will confirm the rollout was completed successfully and that any production questions are addressed promptly.

(h) NEOGOV Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export
- Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

2. Miscellaneous.

(a) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the "Agreement") by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.

(b) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.

(c) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their respective duly authorized officers as of the date set forth below.

Customer:		**NEOGOV**: GovernmentJobs.com, Inc.	
Signature:		Signature:	
Print Name:	Jarrod M. Shupe	Print Name:	John Closs
Title:	IT Director	Title:	Controller
Date:	10/9/2018	Date:	10/9/2018

Attachment 2

Human Resources Transformation

The function of the human resources department is included in but not limited to the below key areas. Business continuity and an increase in health and safety precautions implemented through technology is mission critical to us serving our employees, who in turn serve our citizens.



FLAGLER COUNTY
FLORIDA

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Introduction

- Safety, productivity and continuity have long been key responsibilities for our personnel department. The stakes have changed in recent years and technology that has previously been viewed as a “nice to have” is now very much a necessity.
- The following will highlight why technology is needed to support employee management moving forward, how it will create a safer work environment and permanently bridge the gap to a hybrid or fully remote workforce when needed.
- NEOGOV’s cloud-based software is designed to provide a safe, accessible and contact-free environment for our employees and constituents.

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Challenge: Traditional Paper and Manual Processes

- Paper processes and manual routing have long been viewed as a cost savings approach for agencies to rely on.
- The time involved with supporting these processes means reduced productivity across other responsibilities that are often more critical to an agency's strategic initiatives.
- Agencies can be at an increased risk of compliance issues due to misplaced forms and routine human error in data entry.
- The more information that's printed, the more space an agency requires to securely store and manage that information.
- Handling large amounts of paperwork requires excessive administrative time and resources, often resulting in increased over time costs as well.

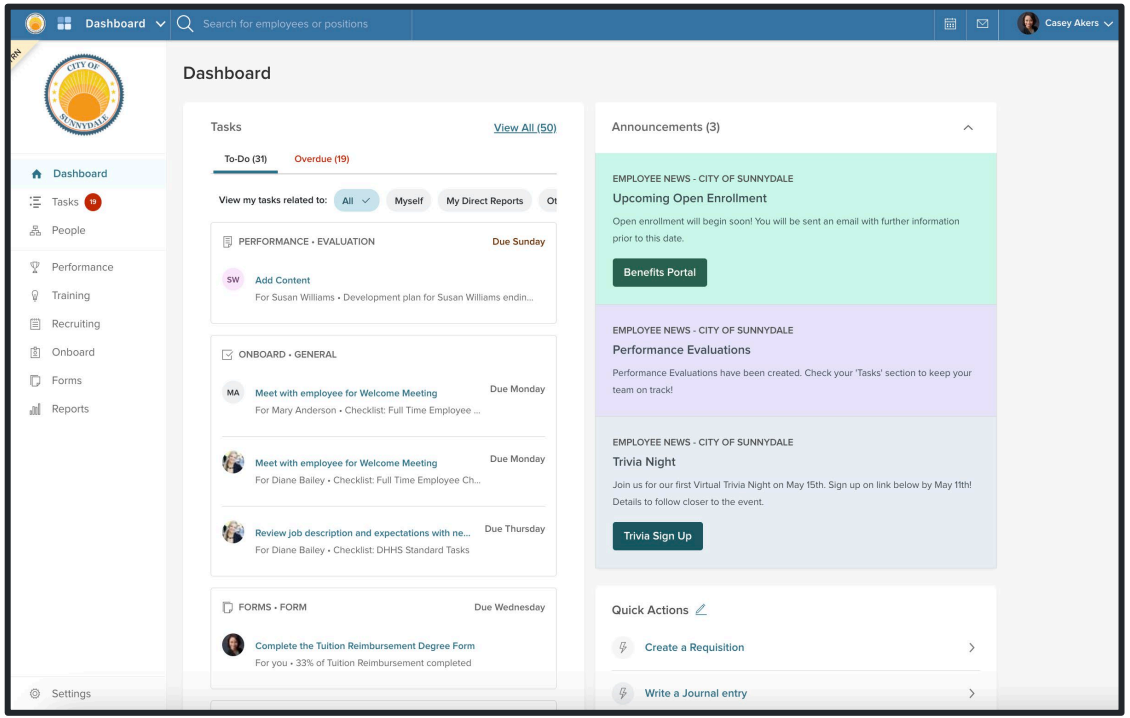
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Challenge: “The Great Resignation”

- State and local governments are struggling to rehire hundreds of thousands of workers who left during or because of the pandemic crisis.
- This has accelerated what was already a slow burning trend in local government, which is that older workers in the public sector are retiring at a much faster rate now.
- The public sector lost 1.5 million jobs during the pandemic —and only a third of those jobs have been filled. (source: Rockefeller Institute of Government)
- Some agencies have had to remove pension plans, while salaries remain hard to compete with on the private sector side in a time when recruiting and retaining is more important than ever.
- This has pushed agencies to embrace and adopt more services that their workforce expect.
- Many prefer a single platform that provides a complete recruitment process, empowers workers to develop skills and highlight accomplishments, and the online storage of all employee documents and policies.

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Unified Self Service



- One of the biggest challenges agencies face is ensuring their technology is easy to use for employees and managers.
- Neogov provides a Unified Self-Service dashboard that has all the products in one place. Ensuring it is easy to start using the system.
- Many users are already comfortable with this due to having Neogov products today.

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Critical Need: ONBOARDING

STIMULATE PRODUCTIVITY
– by empowering new hires to –
BE PRODUCTIVE BEFORE DAY ONE

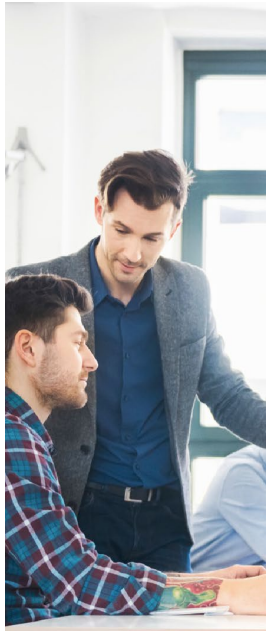
- Complete and sign all forms online allowing for multiple contributors and ensuring safe circulation of form tasks. Allow new hires to show up on Day 1 more prepared.
- Engage with pre-hires during pre-employment to get them excited about starting with our agency, showcase our benefits, and increase our hire conversion.
- Electronic storage of all pre-employment forms, orientation forms, policy acknowledgements, and exit interview surveys.
- Hold all stakeholders (HR, IT, Managers, Payroll, Benefits, etc.) accountable for their role in onboarding, promoting, rehiring, and offboarding employees.
- Seamless transition from applicant to new hire that provides a unified and complete recruitment process for our new employees.

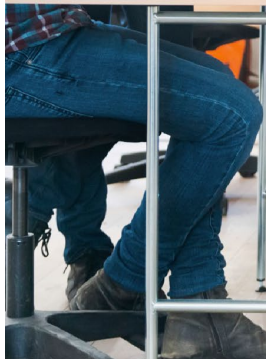


LOWER EMPLOYEE TURNOVER

Effective onboarding lowers the employee turnover rate by **29%**

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Why NEOGOV: ONBOARD



- Onboard allows new hires to complete pre-employment and orientation forms before their start date so they can focus on more valuable activities during new hire orientation. Have the necessary paperwork and tasks automatically assigned.
- Preboard allows HR to facilitate pre-employment paperwork and activities from an agency branded portal, which increases engagement and drives visibility with pre-hires to help ensure they feel apart of the agency early on.
- All forms related to pre-employment, new hire orientation, transfers, and offboarding (exit surveys) are easily accessible and stored electronically. Neogov provides the federal I9s and W4s for all customers.
- Checklist tasks allow all contributors (HR, IT, Managers, etc.) to be held accountable for their roles and gives HR full transparency into every part of the process. Automatically check in with new hires throughout year 1.
- Admins can report on all tasks, print forms in bulk, pull any form data to excel, and use a free integration with E-Verify for I9 verification.

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ONBOARD

Paper-based onboarding is inefficient and makes our organization look outdated to top talent.

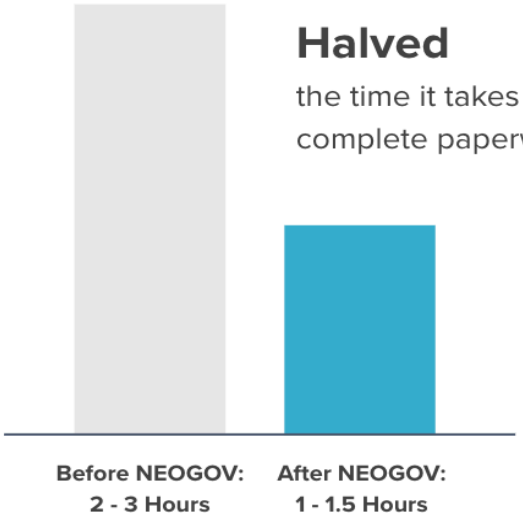
With Onboard, we will be able to:

- **Reduce lost paperwork and delays** with an organized onboarding process that meets new hire expectations (easy, paperless, on-demand).
- **Reduce time-to-onboard** and keep new hires on track with checklists and milestones.
- **Standardize onboarding across the organization** with streamlined processes that every manager can follow.

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ONBOARD

City of Temecula



Halved
the time it takes to complete paperwork

"New employees are spending less time on paperwork and getting more time with their department."

Gina Cameron
City of Temecula

ONBOARD

City of Port St. Lucie

Significant Time Savings

for HR since implementation

- All pre-employment paperwork is assigned and completed before the start date
- Employees can review benefits and tax documents from home and with family members

"The automated workflows make our lives easier. We fell in love with Onboard and now we can't live without it!"

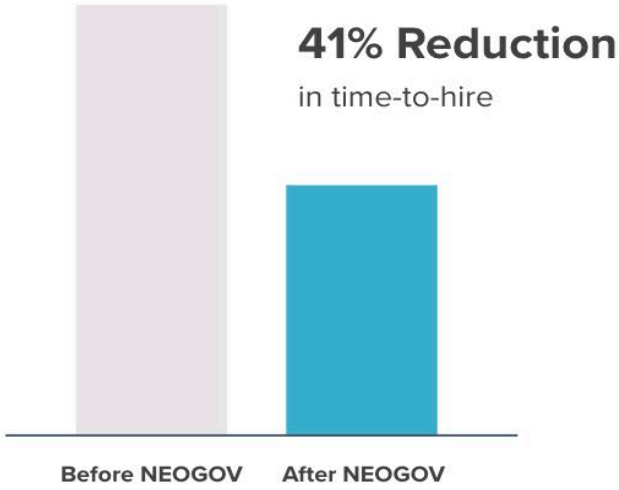
Alyssa Figur, HR Generalist
City of Port St. Lucie

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ON ONBOARD

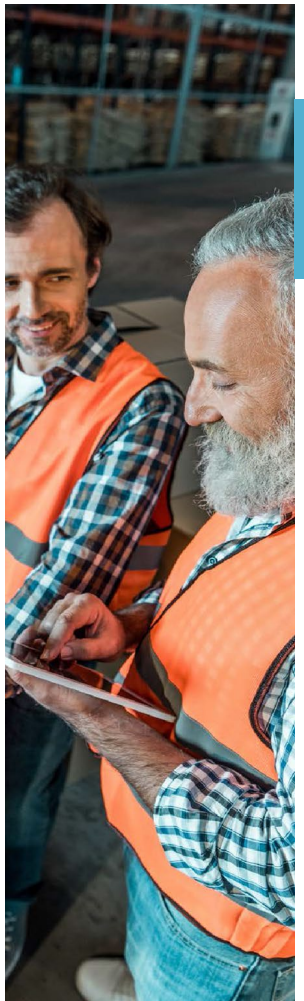
IN INSIGHT

City of Lake Forest



"We've been able to streamline and reduce our costs and efforts for recruitment with NEOGOV."

Brina Diaz, HR Specialist
City of Lake Forest, IL



Critical Need: EMPLOYEE TRAINING & DEVELOPMENT

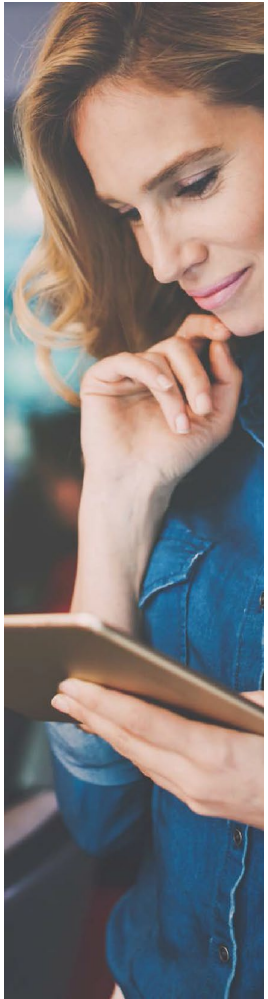
ONLINE EMPLOYEE TRAINING

– to cultivate growth, promote excellence and –

IMPROVE RETENTION

- Provide employees access to online trainings, reducing face to face contact and save on classroom/instructor training costs.
- Automate the enrollment process for required compliance courses for employees and managers.
- Increase the productivity, safety, and retention of our workforce with engaging training that covers Professional Development topics, as well as Compliance topics.
- Track all trainings in one central system; classroom trainings, online traininings, external trainings events, certifications and licenses, etc.
- Reduce our risk and liability with real time reporting of all training courses.
- Provide employees with a pathway of development so they can invest in themseves and grow with our agency.
- Prepare for succession planning needs by training up existing employees.

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Why NEOGOV: LEARN



According to Accenture's survey of Chief Administrators, 64% said a growing skills gap is their greatest workforce challenge. Implementing new training initiatives closes the gap.

- Includes over 1,400 prebuilt online courses that are focused on Compliance and Professional Development topics. New courses are added on a quarterly basis. 100 courses worth SHRM CEU credit.
- Use the Custom Online Course Builder to design our own online content that is specific to agency wide, department specific, or position specific needs.
- Track all our classroom courses (virtual classes too) and online courses from a central Admin Catalog.
- Easily monitor External Learning Events and Certifications/Licenses with reports to ensure they do not expire, and our staff stays compliant. Including Training Requests to also track associated costs.
- Admins can easily track course completion, overdue events, quiz scores, and survey feedback.
- Support for External Learners/Instructors who we need to provide training access to.
- Integrates seamlessly with NEOGOV Onboard for effective and efficient new hire training.
- Maximize the benefits of Learn by also using NEOGOV Perform to identify skill gaps and build trainings to address areas of improvement.

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LE

LEARN

Our employees complete legally-required training, but it's a hassle to track all of their records and encourage career growth.

With Learn, we will be able to:

- **Eliminate the administrative burden** of managing and tracking training with a centralized repository to store and update records.
- **Improve retention by expanding learning opportunities** for employees with online training employees can access anytime, anywhere.
- **Track and report on all historical training records**, including in-person, online, and third party-training.

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LE

LEARN

Lee County

Saves up to 480 hours/year

on training management

Eliminating manual processes enabled one full-time employee to advance their career to a lead facilitator role

Training is centralized in one location, giving employees easy access online and greater visibility into the program

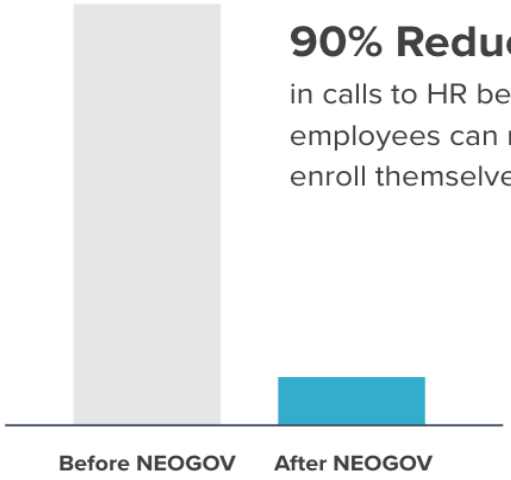
"Learn levels the playing field and provides more growth opportunities for all employees."

Victoria Abes, Learning and Development Manager
Lee County, FL

LE

LEARN

San Luis Obispo County



90% Reduction

in calls to HR because employees can now easily enroll themselves in courses.

"NEOGOV was an excellent choice for us because we only had one purchase. We did not have to face the complexity of multiple platform choices and integration."

Deborah Erb, HR Business Analyst
San Luis Obispo County

Consolidated from 6 learning management systems to one.

LE

LEARN

On-Demand Learning Increases Retention



Enrolling in 1 Class
increases retention by
8.5%

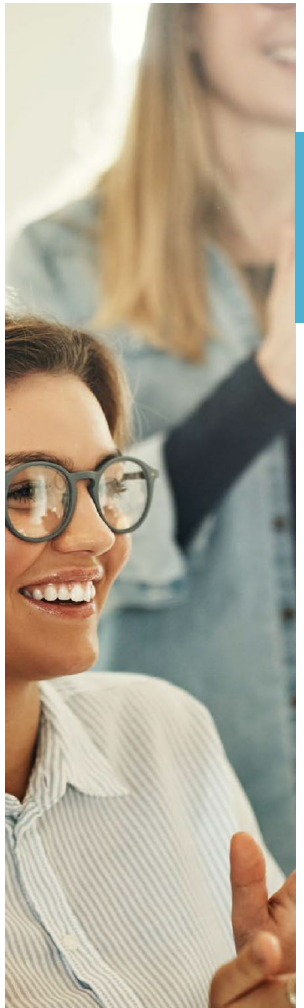


Enrolling in 2 Classes
increases retention by
9.8%



Enrolling in 3 Classes
increases retention by
10.2%

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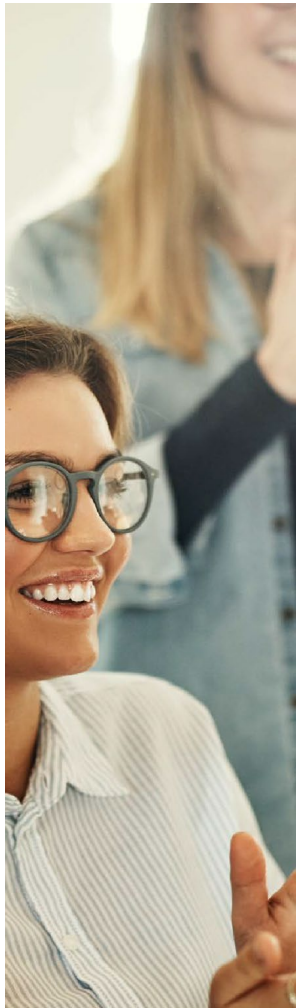


Critical Need: PERFORMANCE MANAGEMENT

TRACK EMPLOYEE PERFORMANCE
– and provide constructive feedback to –
BUILD A MORE CAPABLE WORKFORCE

- Drive business continuity and employee development while eliminating paper evaluation forms.
- Enable managers to connect with direct reports on a regular basis to check in on their goals/initiatives and track productivity without a face to face meeting.
- Provide employees and managers with a means to track their accomplishments, share feedback with one another, and reduce the recency bias when it comes time to complete the evalution.
- Automate the evaluation process to reduce the time it takes to complete our evalutations and prevent paper forms from being passed around, misplaced, or lost.
- Support different processes for departments or teams that don't follow the exact same process.
- Gain more useful data from our evaluations to use moving forward as we look to retain and maximize our current workforce.

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Why NEOGOV: PERFORM

- Empower employees and managers to track performance and provide continuous feedback to promote a better working relationship with Journal Entries and Check Ins.
- Drastically reduce the time is takes managers to complete a meaningful evaluation for their direct reports with Journal Entries, which helps eliminate Recency Bias within evaluations.
- Perform will automatically create our evaluations and alert users when its their turn to complete a task, which will save HR and Managers a lot of time by not having to route them around.
- Perform can handle as many performance evaluation templates as we need to support different processes for teams that have their own unique requirements (i.e. Public Safety).
- Quickly identify employees eligible for merit increases or promotional opportunities with reporting. We can even have the system email the most pertinent reports to leadership on a recurring basis.
- Easily identify skills gaps and training needs within specific departments, positions, etc. While also being able to identify high performers for succession planning purposes.
- Development Plans or PIPs can automatically be created based on low scoring evaluations, with the ability to setup tasks and assign training for those areas of deficiency.

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PE

PERFORM

Manual reviews are inconsistent and don't give a full view of employee performance to fairly evaluate and promote employees.

With Perform, we will be able to:

- **Standardize evaluations and ratings** across the organization to promote fairness and consistency.
- **Automate employee updates and reminders when evaluations are due** to improve accountability, stay compliant, and eliminate manual spreadsheets.
- **Improve employee motivation** with goal tracking, clear expectations and frequent feedback to guide their success.

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PE

PERFORM

Manatee County Sheriff's Office

Saved over 2,100 hours

of manual work

Employee changes in the payroll system are instantly updated in Perform

Employee evaluation schedules adjust automatically when a specific action occurs or based on a defined date

"Employees go into the program and the system makes the changes and then delivers their evaluation. We've basically eliminated the majority of the manual work."

Julie Beckwith, HR Manager
Manatee County Sheriff's Office

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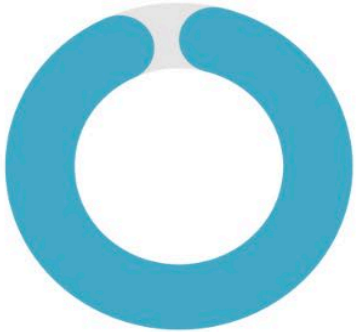
PE

PERFORM

Manatee County Sheriff's Office

97% of evaluations

are completed on time



"Now that everything is automated, we're not wondering if managers remembered to do their evaluations. It all happens behind the scenes and we don't have to think about it."

Julie Beckwith, HR Manager
Manatee County Sheriff's Office

PE

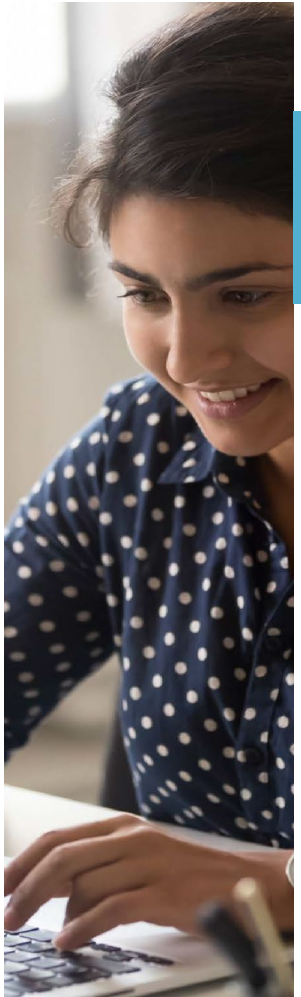
PERFORM

Consistent employee feedback increases retention



3-4 journal entries
increases retention by

19%



Critical Need: EMPLOYEE FORMS & PROCESSES

PUT AN END TO CHASING FORMS
– by managing your –
FORMS AND WORKFLOWS ONLINE

- Manage all employee forms, complex process routing, approvals and workflows from an online platform to reduce our paper forms.
- Empower employees to self-initiate proceeses on their own without HR or managers needing to intervene or provide assistance.
- Send out updated policies and procedures to have employees review and acknowledge with electronic signatures.
- Streamline our more complex and sensitive processes for employee relations matters.
- Store all employee documents or external attachments in electronic folders that are organized to our needs.
- Provide all departments with the means to automate, offer, and track their employee processes more efficiently.
- Track the progress of all tasks and approval processes from a central dashboard instead of via email and phone calls.

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Why NEOGOV: eFORMS

- The Process Builder in eForms allows us to automate any employee form and the associated steps that need to be completed.
- Employees can self-initiate forms and processes to reduce the time needed to distribute and support them in person. Processes can also be automatically assigned or assigned ad hoc.
- HR can automatically send out updated policies and procedures to the entire workforce or specific teams in order to have them reviewed and electronically signed.
- Folders can be configured by HR to automatically store all forms as they are completed, serving as an electronic personnel file. External forms can also be uploaded to these.
- The folders also include our completed new hire forms from Onboard, performance evaluations from Perform, and training certificates from Learn.
- Handle complex processes like personnel action forms, qualifying life events, disciplinary actions, employee grievances, etc.
- Automated notifications and reminders simplify accountability and alleviate manual follow up.

Best Practice:

Leverage forms shared in the Community using the NEOGOV Global Form Bank.

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EFORMS

Shuffling paper forms or sending them via email is slow and often means things get lost in the process.

With eForms, we will be able to:

- **Increase efficiency with digital forms** and e-signatures that automatically route through the proper approval processes.
- **Save thousands of dollars by eliminating the cost** of paper and improving our business processes.
- **Improve the experience for employees and HR** with easy, 24/7 access to forms and visibility to requests through the approval process.

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EFORMS

San Luis Obispo County



2,010
working hours saved



$50,000
saved

"Now that employees and managers are more independent and self-sufficient because of eForms, our HR team is no longer responsible for routing requests. We used to rely on our high-valued resources to do a lot of data entry and paper-pushing, but now they are doing more value-added HR work."

Deborah Erb, HR Business Analyst
San Luis Obispo County

Project Timelines (per implementation)

- **Phase 1- Initiation (1-2 weeks)**
  - Kick Off
  - Process Analysis
- **Phase 2 - Configuration (2 -3 weeks)**
  - Discovery
  - Configure
- **Phase 3 - Production (2 -3 weeks)**
  - Prepare
  - Train
- **Phase 4 - Live!**
  - CS and AM transition

*These timelines are applicable to Insight, Onboard, eForms, Policy, Perform, and Learn.

*Attract is a 40 day implementation.

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Procurement & Sustainability

With over 20 years of public sector experience, NEOGOV has a lengthy track record of flexibility to meet the complex procurement requirements of local government.

Multi-year agreements offer standardized discounts as well as the opportunity to implement an immediate solution and maintain the subscription for as many as five years while budgets and revenues recover.

Additional billing and payment options are available to allow our customers access to the technology that is so critically needed, while empathizing with the financial hardships we're all facing.

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Why choose NEOGOV?

THE NEOGOV ADVANTAGE



EXCLUSIVELY FOR PUBLIC SECTOR



A ROBUST USER COMMUNITY



LIVE CUSTOMER SUPPORT AND TRAINING

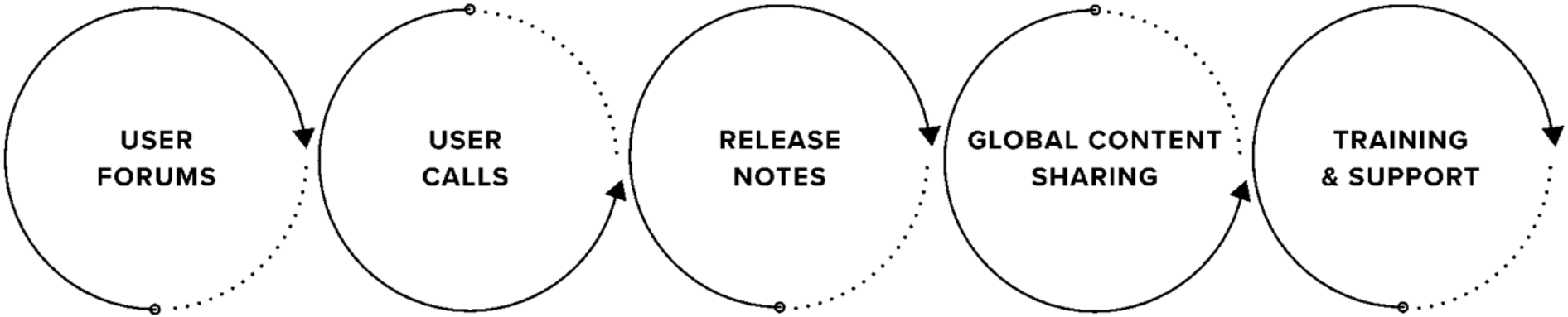
"We like the networking and information sharing among clients through the NEOGOV Community. It supports the public sector culture in serving others."

- Julie Broome, HR Director - Union County, North Carolina

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Why choose NEOGOV?

NEOGOV COMMUNITY



Discuss **best practices** with other customers and find answers to challenges

Participate in focus groups, vote on ideas, and **shape the roadmap**

Stay informed of the **latest features** and enhancements

Job descriptions, **forms**, and PE competencies

Easy access to **training resources** and Customer Support team

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Learn Course Catalog	Category	Duration
Pay Attention and Listen!	Human Capital	6
DOT Alcohol and Drug Rules	Transportation	55
Safe Operation of Powered Pallet Jacks	Health & Safety	18
Crane, Derrick, and Hoist Safety	Health & Safety	20
Hot Work Safety: Welding, Cutting, and Brazing	Health & Safety	18
Warehouse and Distribution Center Safety: Chemical and Electrical Hazards	Health & Safety	8
Scaffolding Safety For Employees	Health & Safety	12
DOT HazMat General Awareness & Familiarization	Transportation	30
DOT HazMat General Awareness & Security Awareness	Transportation	15
Coaching to Build Skills	Human Capital	20
Measuring and Monitoring Processes	Human Capital	15
Dealing with Conflict	Human Capital	15
Dealing with Aggressive Behavior	Human Capital	15
Title IX Final Rule for Faculty & Staff (Pre-2024 Regulations)	Employment Liability	15
Introduction to Contact Tracing	Health & Safety	5
Contact Tracing in Your Community	Health & Safety	5
Behavior-Based Safety for Supervisors Cal/OSHA	Health & Safety	30
Site Control Cal/OSHA	Health & Safety	30
Lockout/Tagout Safety: Comprehensive	Health & Safety	60
Lockout/Tagout Safety Cal/OSHA: Comprehensive	Health & Safety	60
Fall Protection: Comprehensive	Health & Safety	30
Fire Prevention: Comprehensive	Health & Safety	30
Investigacion de accidentes/incidentes Cal/OSHA	Health & Safety	30
Analisis de riesgos laborales para supervisores Cal/OSHA	Health & Safety	60
Proteccion con caidas Cal/OSHA	Health & Safety	20
Seguridad basada en el comportamiento para supervisores	Health & Safety	30
Concientización de seguridad de los empleados	Health & Safety	15
Safety Awareness Program for Supervisors	Health & Safety	45
Job Hazard Analysis for Supervisors	Health & Safety	60
Job Hazard Analysis	Health & Safety	60

Learn Course Catalog	Category	Duration
Preventing Slips, Trips, and Falls Cal/OSHA	Health & Safety	30
Personal Protective Equipment	Health & Safety	60
Accident Incident Investigation: NY PESH	Health & Safety	30
Job Hazard Analysis Cal\OSHA	Health & Safety	60
Job Hazard Analysis for Supervisors Cal/OSHA	Health & Safety	60
Disaster Benefits Administration	Health & Safety	25
Shelter Protocol: Preparing to Open a Shelter	Health & Safety	30
Shelter Protocol: Operating & Closing a Shelter	Health & Safety	40
Antiracism: Challenging Inequity	Employment Liability	30
Bias in Interviewing	Employment Liability	30
Harassment Prevention for Supervisors: Condensed	Employment Liability	30
Harassment Prevention for Employees: Condensed	Employment Liability	30
Verbal De-escalation (K-12)	Schools K-12	30
FERPA 101 for K-12 Administrative Staff	Schools K-12	40
FERPA 101 for K-12 Teachers	Schools K-12	30
Bloodborne Pathogens for Law Enforcement	Health & Safety	45
Bloodborne Pathogens for Healthcare Workers	Health & Safety	45
Site Control	Health & Safety	30
Media Training Part 1: Crafting Your Message	Business Skills	15
The Drug-Free Workplace Act for Supervisors	Employment Liability	40
The Drug-Free Workplace Act for Employees	Employment Liability	40
USERRA Rights & Supervisor Responsibilities	Employment Liability	20
Material Handling and Storage	Health & Safety	60
Employee Safety Awareness	Health & Safety	20
Defining Coaching	Human Capital	20
Listening Skills	Human Capital	20
Understanding Skills	Human Capital	20
Conveying Information	Human Capital	20

Learn Course Catalog	Category	Duration
Focusing on the Customer	Human Capital	30
Understanding Team Building	Human Capital	15
Defining Useful Workplace Feedback	Human Capital	20
The Role of the Supervisor	Human Capital	15
The Responsibilities of a Manager	Human Capital	15
Practicing Hand Hygiene: Medical Professionals	Health & Safety	15
Heat Stress Awareness and Prevention for Waste Management	Public Utilities	20
Ergonomics: Recycling Facility Safety	Public Utilities	15
Cyber Crime	Law Enforcement	20
Lessons Learned From an Arc Flash Tragedy	Health & Safety	15
Chemical Safety	Health & Safety	15
Operating A Telehandler Safely	Health & Safety	20
Oxygen Acetylene Welding and Cutting Safety	Health & Safety	20
Loading and Unloading Trailers	Transportation	15
Laboratory Ergonomics	Health & Safety	20
Hazard Recognition	Health & Safety	25
Safety Housekeeping and Accident Prevention	Health & Safety	20
Asbestos Cement Pipe Safety (Public Agency)	Health & Safety	25
New OSHA Safety Regulations for Cranes and Derricks in Construction	Health & Safety	30
Self Protection	Healthcare	35
Introduction to Investigations	Health & Safety	35
Inclusive Mindset: The Moving Walkway	Diversity & Inclusion	10
Practicing Hand Hygiene: Child Care Providers	Health & Safety	15
Practicing Hand Hygiene: Food Service Professionals	Health & Safety	15
Media Training Part 2: Preparing for the Interview	Business Skills	20
The Biased Brain	Employment Liability	5
Implicit Bias in Action	Employment Liability	5
Advanced QuickBooks (2016)	Business Skills	315

Learn Course Catalog	Category	Duration
Basic Business Finance Principles	Business Skills	60
Brain Bites - Email Management	Business Skills	23
Brain Bites - Organizing Your Files	Business Skills	28
Brain Bites - Staying Safe Online	Business Skills	18
Brain Bites - Time Management	Business Skills	10
Brain Bites - Using Windows 10	Business Skills	40
Powerful, Professional Presentations: Your First Thirty Seconds	Business Skills	9
Business Etiquette	Business Skills	41
Professional Excellence	Business Skills	28
Records Retention	Employment Liability	15
Public Records Requests	Employment Liability	15
The Role of Customer Service	Human Capital	20
Creating a Total Service Experience	Human Capital	20
Providing Service with Heart	Human Capital	20
Coaching to Develop Motivation	Human Capital	20
General Safety Boost Episode 3: Trip Hazards	Health & Safety	5
General Safety Boost Episode 4: Emergency Preparedness	Health & Safety	5
General Safety Boost Episode 5: Fire Safety	Health & Safety	5
General Safety Boost Episode 6: Hazard Communication	Health & Safety	5
General Safety Boost Episode 7: Slip Hazards	Health & Safety	5
General Safety Boost Episode 8: Drug-Free Workplace	Health & Safety	5
General Safety Boost Episode 9: Bloodborne Pathogens	Health & Safety	5
HIPAA: Protections and Compliance	Employment Liability	20
Forklift Safety: Dynamics and Balance	Health & Safety	15
Patient Care: Safe Handling	Healthcare	20
Scaling Culture: Organizational Alignment	Leadership & Management	52
The Power of Persuasion	Leadership & Management	7
Expert Insights: Driving your Own Development with Meredith Whipple Callahan	Business Skills	29

Learn Course Catalog	Category	Duration
Leadership Toolkit: Daily Do's and Don'ts	Leadership & Management	6
Leadership Toolkit: Securing Followership	Leadership & Management	6
Culture of Civility: When Cursing Becomes Harassment	Business Skills	9
General Safety Boost Episode 10: Skin Protection	Health & Safety	5
General Safety Boost Episode 11: First Aid	Health & Safety	5
General Safety Boost Episode 12: Active Shooter	Health & Safety	5
Accountability for Supervisors	Leadership and Management	20
Servant Leadership	Leadership and Management	15
Understanding Diversity, Equity, and Inclusion	Diversity & Inclusion	20
Navigating Generational Diversity in the Workplace	Diversity & Inclusion	15
Managing a Generationally Diverse Team	Diversity & Inclusion	15
Criminal Justice Information Services	Cybersecurity	25
Corrective Action Series: Errors in Work	Leadership and Management	8
Corrective Action Series: Bullying Coworkers	Leadership and Management	8
Corrective Action Series: Employee Burnout	Leadership and Management	8
First Amendment Audits	Employment Liability	20
Psychological Safety	Leadership and Management	15
Leadership Competencies for New Supervisors	Business Skills	45
Excel - Introduction to Power Pivot	Business Skills	60
Excel for Mac Basics	Business Skills	180
Excel: Creating Dashboards	Business Skills	160
Excel: Data Analysis with Pivot Tables	Business Skills	150
G Suite Essentials (2016)	Business Skills	135
OSHA Recording and Reporting	Health & Safety	30
Conversation Starters: Embracing Change	Business Skills	4
Conversation Starters: A Positive Future	Employment Liability	3
Listen Up People	Business Skills	3
Future Focused Leadership (Part 1 of 10): The Gap	Leadership and Management	3

Learn Course Catalog	Category	Duration
Future Focused Leadership (Part 2 of 10): Reversing the Focus on Fear	Leadership and Management	2
Future Focused Leadership (Part 3 of 10): A Shift in Focus	Leadership and Management	2
Future Focused Leadership (Part 4 of 10): Real Change is Hard	Leadership and Management	3
Future Focused Leadership (Part 5 of 10): High Beams on Research	Leadership and Management	2
Future Focused Leadership (Part 6 of 10): The Moment	Leadership and Management	2
Future Focused Leadership (Part 7 of 10): The Question	Leadership and Management	3
Future Focused Leadership (Part 8 of 10): The 3 R's	Leadership and Management	2
Future Focused Leadership (Part 9 of 10): Who Will Help You? The 70 Percent	Leadership and Management	2
Future Focused Leadership (Part 10 of 10): Driving Agility	Leadership and Management	3
Rules for Discussing Politics at Work	Employment Liability	5
Understanding Geographic Identity and Biases	Employment Liability	5
Speak Out Against Offensive Workplace Behavior	Employment Liability	5
Gender Identity: Understanding Gender-Neutral Restrooms in the Workplace	Employment Liability	5
Gender Identity: Changes Organizations are Making to Increase Awareness	Employment Liability	4
LEAD NOW: Customer Focus	Leadership and Management	8
LEAD NOW: Presentation Skills	Leadership and Management	8
LEAD NOW: Strategic Thinking	Leadership and Management	8
LEAD NOW: Decision Making	Leadership and Management	8
LEAD NOW: Focusing on Results	Leadership and Management	8
LEAD NOW: Personal Integrity	Leadership and Management	8
LEAD NOW: Problem Solving	Leadership and Management	8
LEAD NOW: Ego Management	Leadership and Management	8
LEAD NOW: Personal Development	Leadership and Management	8
LEAD NOW: Valuing Others	Leadership and Management	8
LEAD NOW: Organizational Savvy	Leadership and Management	8
The Energy Bus Training Program	Business Skills	35
Make Mentoring Count	Employment Liability	126
Art of Authenticity	Business Skills	53

Learn Course Catalog	Category	Duration
Ethical Expectations: Code of Conduct and Compliance Training (Section 1)	Employment Liability	17
Ethical Expectations: Code of Conduct and Compliance Training (Section 2)	Employment Liability	14
Ethical Expectations: Code of Conduct and Compliance Training (Section 3)	Employment Liability	8
Ethical Expectations: Code of Conduct and Compliance Training (Section 5)	Employment Liability	8
Character Matters! Character and Courage	Business Skills	4
People Matter! Beginning With Respect	Business Skills	5
People Matter! Roadblocks to Respect	Business Skills	5
Cutting Edge Communication: Creating Positive Impressions	Business Skills	6
Cutting Edge Communication: Surviving Team Conflicts	Business Skills	6
Cutting Edge Communication: Accepting Change	Business Skills	5
Cutting Edge Communication: Achieving SMART Goals	Business Skills	9
Cutting Edge Communication: Responding Thoughtfully	Business Skills	9
Cutting Edge Communication: Using Goals to GROW	Business Skills	10
Cutting Edge Communication: Handling Anyone Difficult	Business Skills	8
Cutting Edge Success at Work: Be Confident and Assertive	Business Skills	11
Cutting Edge Success at Work: Set and Achieve Goals	Business Skills	11
Cutting Edge Success at Work: Prioritize and Organize	Business Skills	12
Cutting Edge Success at Work: Contribute to the Team	Business Skills	11
Four Ways to Enhance Your Career	Business Skills	10
Four Ways to Boost Your Leadership Skills	Leadership and Management	11
Brainstorming and Solving	Business Skills	8
Privacy and Ethical Behavior	Employment Liability	9
Lessons From Geese	Business Skills	2
Employee Awareness: Cell Phones -- Use and Misuse	Business Skills	22
Employee Awareness: Open to Change	Business Skills	25
Common Sense and Critical Thinking	Business Skills	9
Common Sense and Good Decisions	Business Skills	4
Common Sense and Mental Health	Business Skills	8

Learn Course Catalog	Category	Duration
Common Sense and the Workplace	Business Skills	10
Jealousy at Work	Business Skills	4
Confident or Arrogant	Business Skills	4
Humor, Sarcasm, and Conflict	Business Skills	4
Let's Talk…Respect -- it Matters	Employment Liability	9
Village of 100, 4th Edition	Employment Liability	3
10 Things Not To Do In An Interview (Part 1 of 5): Poor Communication and Body Language	Business Skills	7
10 Things Not To Do In An Interview (Part 2 of 5): Not Being Yourself or Having Questions	Business Skills	5
10 Things Not To Do In An Interview (Part 3 of 5): Lack of Preparation and Research	Business Skills	6
10 Things Not To Do In An Interview (Part 4 of 5): Negativity and Nerves	Business Skills	6
10 Things Not To Do In An Interview (Part 5 of 5): Lateness and Poor Presentation	Business Skills	8
Conduct an Effective, Legal Performance Review	Leadership and Management	3
Busted on Facebook: What I Did on FMLA Leave	Employment Liability	3
Excelling as a Manager or Supervisor (Part 1 of 9): Making the Leap from Worker to Supervisor	Leadership and Management	45
Excelling as a Manager or Supervisor (Part 2 of 9): Why Leadership is an Essential Ingredient of Management	Leadership and Management	39
Excelling as a Manager or Supervisor (Part 3 of 9): Indispensable Everyday Management Skills	Leadership and Management	30
Excelling as a Manager or Supervisor (Part 4 of 9): Make Things Happen	Leadership and Management	22
Excelling as a Manager or Supervisor (Part 5 of 9): How to Manage Projects and Priorities	Leadership and Management	17
Excelling as a Manager or Supervisor (Part 6 of 9): Communication Skills that Make a Difference	Leadership and Management	46
Excelling as a Manager or Supervisor (Part 7 of 9): Correct Problem Behavior and Poor Performance	Leadership and Management	20
Excelling as a Manager or Supervisor (Part 8 of 9): Control Conflict in the Workplace	Leadership and Management	11
Excelling as a Manager or Supervisor (Part 9 of 9): Supervisor, Manage Thyself	Leadership and Management	10
Patógenos de transmisión sanguínea en instalaciones comerciales e industriales	Health & Safety	20
Stretching and Relaxation Techniques	Business Skills	4
Management: How to React to Mistakes	Leadership and Management	3
Management: How to Resolve Team Conflict	Leadership and Management	2
Management: How to Deal With Problems at Work	Leadership and Management	2
Management: Responding to New Ideas	Leadership and Management	2

Learn Course Catalog	Category	Duration
Management: Dealing With Confrontation	Leadership and Management	2
Management: Reacting to Bad News	Leadership and Management	2
Leading More With Less	Leadership and Management	18
Leadership Feedback: What Employees Want to Tell You...But Don't!	Leadership and Management	17
Leadership: Why Appreciation is Critical	Leadership and Management	2
Etiquette Bites! Facial Expressions Matter	Business Skills	2
Factores de caída: comprender y prevenir resbalones, tropiezos y caídas	Health & Safety	21
Seguridad para el operario de carretillas elevadoras	Health & Safety	15
Seguridad peatonal en entornos con carretillas elevadoras	Health & Safety	15
HazCom y el Sistema de Armonización Global	Health & Safety	23
Bloqueo y etiquetado de alto impacto	Health & Safety	21
Sobrevivir a la caída: uso correcto de tu sistema anticaídas personal	Health & Safety	21
Seguridad antiincendios para trabajadores industriales	Health & Safety	19
5 Clear Signs It's Time for You to Fire a Toxic Employee	Leadership and Management	4
6 Big Roles Every Great Leader Takes On at the Office	Leadership and Management	4
Avoid Making the 8 Ultimate Delegation Mistakes	Leadership and Management	6
Don’t Try to Be a Great Leader…Just Be an Effective One	Leadership and Management	5
How to Reach Workers Who Overestimate Their Competence	Leadership and Management	5
Interview Questions Every Manager Should Know by Heart…and Ask!	Leadership and Management	6
Body Language Can Actually Boost Your Confidence	Business Skills	4
Say the Right Thing…When Listening to Someone	Business Skills	7
Words People Always Use Incorrectly at Work	Business Skills	7
Being Assertive is All About Choosing the Best Words	Business Skills	5
Standing Up to Negative People at the Office	Business Skills	4
Personal Financial Goals (Part 1 of 3): Establishing Your Financial Goals	Business Skills	5
Personal Financial Goals (Part 2 of 3): Prioritizing Your Financial Goals	Business Skills	6
Personal Financial Goals (Part 3 of 3): Making a Budget	Business Skills	8
Project Teams	Business Skills	54

Learn Course Catalog	Category	Duration
Achieving Mindfulness at Work (Part 1 of 2): The Case for Mindfulness	Business Skills	7
Achieving Mindfulness at Work (Part 2 of 2): Elevating Your Workplace Mindfulness	Business Skills	8
Organizational Conflicts of Interest (OCI) in Government Procurement	Employment Liability	7
Employee Retention (Part 1 of 7): Building a High-Performance Work System	Employment Liability	8
Employee Retention (Part 2 of 7): Costs and Causes of Employee Turnover	Employment Liability	8
Employee Retention (Part 3 of 7): Compiling Employee Satisfaction Data	Employment Liability	7
Employee Retention (Part 4 of 7): Essential Factors	Employment Liability	7
Employee Retention (Part 5 of 7): Pay for Performance Plans	Employment Liability	8
Employee Retention (Part 6 of 7): Promoting Work-Life Balance	Employment Liability	7
Employee Retention (Part 7 of 7): Advanced Strategies	Employment Liability	8
Establishing a Respected Chain of Command	Leadership and Management	7
10 Benefits of Daily Routines	Business Skills	7
Developing Your Daily Routine	Business Skills	6
Tips for Sticking to Your Routine	Business Skills	7
Creating an Effective Daily Routine	Business Skills	20
Understanding Employee Motivation	Leadership and Management	8
Motivating Employees with Recognition	Leadership and Management	30
Performance Management	Leadership and Management	30
Communicating Through Body Language (Part 1 of 5): Introduction	Business Skills	6
Communicating Through Body Language (Part 2 of 5): Position	Business Skills	7
Communicating Through Body Language (Part 3 of 5): Movement	Business Skills	7
Communicating Through Body Language (Part 4 of 5): At Work	Business Skills	7
Communicating Through Body Language (Part 5 of 5): Reading	Business Skills	7
Creating Development Plans	Business Skills	20
Job Satisfaction (Part 1 of 2): Why Do People Hate Their Jobs?	Business Skills	7
Job Satisfaction (Part 2 of 2): What to Do When You Hate Your Job?	Business Skills	7
Workplace Mental Health	Business Skills	42
Ethics Essentials: Conflicts of Interest	Employment Liability	6

Learn Course Catalog	Category	Duration
Ethics Essentials: Honesty and Integrity and Whistleblowing	Employment Liability	8
Ethics Essentials: Ethical Communication	Employment Liability	6
Ethics Essentials: Connecting Your Values to Your Career	Employment Liability	7
Evolution of Management Theory	Leadership and Management	8
Four Levels of Management	Leadership and Management	8
Common Mistakes of Managers	Leadership and Management	7
The Interviewing Process	Employment Liability	46
Managing Organizational Politics	Employment Liability	9
Time Management: Phone Calls	Business Skills	7
Time Management: Time Differences	Business Skills	6
Going Green: Personal Tips	Business Skills	8
Vulnerability as a Leadership Strength	Leadership and Management	8
Becoming a Vulnerable Leader	Leadership and Management	6
Finance for Everyone Toolkit: Core Concepts	Business Skills	7
Finance for Everyone Toolkit: Generally Accepted Accounting Principles	Business Skills	9
Finance for Everyone Toolkit: Budgeting	Business Skills	8
Finance for Everyone Toolkit: Saving	Business Skills	9
Finance for Everyone Toolkit: Investing	Business Skills	9
Make Change Work	Leadership and Management	53
Building Strategic Relationships (Part 1 of 4): Planning for Strategic Relationships	Business Skills	7
5 Traits of a Great Workplace	Leadership and Management	7
Business Analysis	Business Skills	9
Effectance: The Key to Motivation (Part 7 of 7) -- Creating a More Motivating Experience	Leadership and Management	7
Effectance: The Key to Motivation	Leadership and Management	50
Selling You: Rehearsing Responses to Interview Questions	Business Skills	6
Selling You: Preparing for a Job Interview	Business Skills	6
Disagreements at Work	Leadership and Management	26
Verbal Self-Defense at Work	Business Skills	25

Learn Course Catalog	Category	Duration
Using Surveys to Get Feedback	Business Skills	60
9 Easy Ways to Be Smarter Every Day	Business Skills	10
Developing Yourself as a Leader (Part 1 of 2): A Leadership Job Description	Leadership and Management	8
Developing Yourself as a Leader (Part 2 of 2)	Leadership and Management	7
Leadership Do's and Don'ts (Part 1 of 2): Leadership Daily To-Dos	Leadership and Management	7
Leadership Do's and Don'ts (Part 2 of 2): Leadership Daily To-Don'ts	Leadership and Management	6
Leadership and Motivation (Part 1 of 3): Introduction	Leadership and Management	6
Leadership and Motivation (Part 2 of 3): Leadership Motivational Do's	Leadership and Management	7
Leadership and Motivation (Part 3 of 3): Leadership Motivational Dont's	Leadership and Management	7
Performance Appraisals (Part 1 of 8): Making the Case	Leadership and Management	7
Performance Appraisals (Part 2 of 8): Fix Supporting Systems First	Leadership and Management	6
Performance Appraisals (Part 4 of 8): How to Write Feedback	Leadership and Management	7
Performance Appraisals (Part 5 of 8): Feedback Practice	Leadership and Management	6
Performance Appraisals (Part 6 of 8): The Process	Leadership and Management	6
Performance Appraisals (Part 7 of 8): Conducting the Appraisal	Leadership and Management	7
Performance Appraisals (Part 8 of 8): Tips for Productive Appraisals	Leadership and Management	7
HIPAA Intermediate for Security Officers	Employment Liability	46
Best Practices for Knowledge Management (Part 1 of 3): Understanding Best Practices	Business Skills	7
Best Practices for Knowledge Management (Part 2 of 3): Getting and Sharing Best Practices	Business Skills	6
Best Practices for Knowledge Management (Part 3 of 3): Removing the Blocks to Sharing Best Practices	Business Skills	7
Selling You: Promoting Your Personal Brand Ethically	Business Skills	5
Selling You: Researching Compensation	Business Skills	6
Selling You: Professional Networking	Business Skills	6
Selling You: Social Networking	Business Skills	6

Learn Course Catalog	Category	Duration
How to Tell Someone You Forgot Their Name	Business Skills	3
How to Re-Energize Yourself at Work	Business Skills	3
How to Appreciate Complaints	Business Skills	3
Internal Crisis Communication	Leadership and Management	7
How to Tell Someone No	Business Skills	3
How to Work With Someone You Dislike	Business Skills	3
Lean (Part 1 of 5): The Basics	Business Skills	8
Lean (Part 2 of 5): Principles	Business Skills	7
Lean (Part 3 of 5): Common Tools	Business Skills	8
Lean (Part 4 of 5): Introduction to 5S	Business Skills	8
Selling You: Selecting Your Career Path	Business Skills	6
Lean (Part 5 of 5): Excellence Through Lean Six Sigma	Business Skills	7
Selling You: Leveraging Informational Interviews	Business Skills	7
Crisis Communication	Leadership and Management	15
Respect at Work: Platinum Rule	Business Skills	6
Leadership and Delegation	Leadership and Management	38
Respect at Work: Body Language	Employment Liability	5
Respect at Work: Appreciation	Business Skills	5
The Value of Followers: Becoming a Followable Leader	Business Skills	7
Lead by Example: Persuading the Unpersuaded	Leadership and Management	6
Art of Assertiveness	Business Skills	66
Accessing Your Medical and Exposure Records	Employment Liability	8
Decoding DISC Styles	Business Skills	28
Building Your Future With the Organization	Business Skills	6
How to Project a Professional Image in a Casual Environment	Business Skills	6
Cultivating a Respectful Workplace	Employment Liability	9
Decision-Making: Financial	Business Skills	62

Learn Course Catalog	Category	Duration
Leadership and Building an Effective Team (Part 6 of 6): Why Leadership Teams Fail	Leadership and Management	8
How to Be Liked and Respected	Business Skills	38
Becoming an Expert at Remembering Names (Part 1 of 4): Method for Remembering Names	Business Skills	5
Becoming an Expert at Remembering Names (Part 2 of 4): Capturing Names Effectively	Business Skills	6
Becoming an Expert at Remembering Names (Part 3 of 4): Using Mental Images to Remember Names	Business Skills	7
Becoming an Expert at Remembering Names (Part 4 of 4): Remembering Names Exercise	Business Skills	6
How to Promote Wellness at Work	Business Skills	5
How to Quickly Calm an Angry Person	Business Skills	2
How to Be a Considerate Coworker	Business Skills	5
Having Great Conversations	Business Skills	25
Finding Your Passion at Work	Business Skills	8
Bad Language in the Workplace: The Consequences of Cursing	Business Skills	7
Bad Language in the Workplace: Variables of Bad Language	Business Skills	7
Leadership and Red Flags	Leadership and Management	38
Creating a Motivating Experience (Part 1 of 5): Understanding Motivation	Business Skills	6
Creating a Motivating Experience (Part 2 of 5): Seven Ways to Help Motivate Others	Business Skills	8
Creating a Motivating Experience (Part 3 of 5): Nine Tips for Self-Motivation	Business Skills	9
Creating a Motivating Experience (Part 4 of 5): Maximizing Workplace Motivation	Business Skills	8
Creating a Motivating Experience (Part 5 of 5): What Demotivates People at Work	Leadership and Management	8
Complex Problem Solving	Business Skills	36
Addressing Workplace Dysfunctions	Business Skills	28
Becoming an Asset: Understanding Your Industry	Business Skills	6
Becoming an Asset: Understanding Your Company	Business Skills	7
Delivering Successful Messages at Work (Part 1 of 2): Six Tips for Preventing Miscommunication	Business Skills	8
Delivering Successful Messages at Work (Part 2 of 2): Mastering Verbal and Nonverbal Communication	Business Skills	9
Difficult Conversations: Technology In Meetings	Business Skills	3
Difficult Conversations: Odor Issues	Leadership and Management	4
Difficult Conversations: Dealing With Personality Issues	Business Skills	5

Learn Course Catalog	Category	Duration
Difficult Conversations: Communicating a Low Performance Review	Leadership and Management	4
Difficult Conversations: Letting Someone Go	Leadership and Management	4
Breakroom Etiquette	Business Skills	3
Bathroom Etiquette	Business Skills	3
Collaborative Space Etiquette (Part 1 of 4): Noise Issues	Business Skills	3
Collaborative Space Etiquette (Part 2 of 4): Food Issues	Business Skills	2
Collaborative Space Etiquette (Part 3 of 4): Hygiene Issues	Business Skills	3
Collaborative Space Etiquette (Part 4 of 4): Courtesy Issues	Business Skills	2
Employee Engagement Essentials	Leadership and Management	28
Expert Interviewing Skills: Career Advancement Techniques -- Things to Avoid in Any Interview	Business Skills	2
Conducting Exceptional Interviews	Employment Liability	21
Emerging Leaders Episode 1: The Importance of Appearances (UPDATED 7/2018)	Leadership and Management	3
Emerging Leaders Episode 2: How to Avoid Becoming a Micromanager (UPDATED 7/2018)	Leadership and Management	2
Emerging Leaders Episode 3: Learning to Live with Failure (UPDATED 7/2018)	Leadership and Management	2
Emerging Leaders Episode 4: The Importance of Being Present (UPDATED 7/2018)	Leadership and Management	2
Emerging Leaders Episode 5: The Danger of Too Much Fraternizing With Your Employees (UPDATED 7/2018)	Leadership and Management	2
Emerging Leaders Episode 6: The Importance of Vision (UPDATED 7/2018)	Leadership and Management	2
Emerging Leaders Episode 7: The Importance of Execution (UPDATED 7/2018)	Leadership and Management	2
Emerging Leaders Episode 8: How to Embrace Change When Necessary (UPDATED 7/2018)	Leadership and Management	3
Accident Incident Investigation Cal/OSHA	Health & Safety	30
Lockout/Tagout Safety	Health & Safety	15
Ladder Safety	Health & Safety	25
Fire Prevention	Health & Safety	20
Fall Protection	Health & Safety	20
Personal Protective Equipment: Foot Protection	Health & Safety	10
COVID-19: A Pandemic Response	Health & Safety	10
Dealing With Difficult Customers	Human Capital	20
Giving Feedback	Human Capital	30

Learn Course Catalog	Category	Duration
Determining Your Problem-Solving Style	Human Capital	30
Defining a Problem	Human Capital	30
Generating Solutions	Employment Liability	20
Identifying the Characteristics of Change	Human Capital	15
Identifying Strategies for Making Change Work	Human Capital	15
Analyzing Work Processes	Human Capital	15
Effective Writing for Business	Human Capital	20
Dealing with Bad Behavior	Human Capital	15
Evaluating Your Workplace Behavior	Employment Liability	15
Child Abuse Awareness and Prevention for Texas	Child Safety	60
General Safety Boost Episode 1: Ergonomics	Health & Safety	5
General Safety Boost Episode 2: Back Safety	Health & Safety	5
Landscape Safety	Health & Safety	25
Coaching Crash Course	Leadership and Management	30
Lockout/Tagout Safety Cal/OSHA	Health & Safety	15
Fall Protection Cal/OSHA	Health & Safety	20
Personal Protective Equipment: Noise Exposure and Hearing Conservation Cal/OSHA	Health & Safety	15
Personal Protective Equipment: Respiratory Protection Cal/OSHA	Health & Safety	20
Personal Protective Equipment: Eye & Face Protection Cal/OSHA	Health & Safety	10
Personal Protective Equipment: Hand Protection Cal/OSHA	Health & Safety	15
Personal Protective Equipment: Foot Protection Cal/OSHA	Health & Safety	10
Personal Protective Equipment: Head Protection Cal/OSHA	Health & Safety	15
Identifying the Causes of Conflicts	Business Skills	7
Ethical Expectations: Code of Conduct and Compliance Training (Section 4)	Employment Liability	5
Investigación de accidentes	Workplace Safety	13
Entrada a espacios cerrados	Workplace Safety	27
Acoso y otros comportamientos problemáticos: para empleados	Employment Liability	17
Acoso y otros comportamientos problemáticos: para gerentes y supervisores	Employment Liability	22

Learn Course Catalog	Category	Duration
Reconocimiento de riesgos	Workplace Safety	17
Tirador: sobrevivir a un ataque	Workplace Safety	16
Como Controlar Los Vicios de Drogas y Alcohol…Para Empleados	Workplace Safety	19
Primeros Auxilios	Workplace Safety	16
Concienciación General sobre Materiales Peligrosos del DOT	Workplace Safety	20
Volver al trabajo, volver a la seguridad: recuperar hábitos de seguridad tras pasar tiempo fuera del trabajo	Workplace Safety	20
Teléfonos móviles en el trabajo: una peligrosa distracción	Workplace Safety	14
Correcta limpieza: responsabilidad de todos	Workplace Safety	18
Seguridad que funciona: resumen de seguridad laboral y responsabilidades	Workplace Safety	21
PPE: tu última capa de protección	Workplace Safety	20
Del principio a la práctica con David Lynn, CSP	Workplace Safety	26
Proteger nuestra visión	Workplace Safety	19
Tomar decisiones seguras: sobreponerse a la naturaleza humana	Workplace Safety	19
Sobrevive: seguridad del empleado en espacios cerrados	Workplace Safety	20
Sobrevive: seguridad del empleado en espacios cerrados, breve	Workplace Safety	11
Tómate un tiempo por tu seguridad	Workplace Safety	16
Comprender y prevenir enfermedades relacionadas con el calor	Workplace Safety	17
Prevenir incendios en trabajos en caliente	Workplace Safety	16
Preparación y respuesta ante emergencias	Workplace Safety	23
Seguridad eléctrica para todos	Workplace Safety	21
Seguridad eléctrica para trabajadores cualificados	Workplace Safety	20
PowerLift: ¡formación de elevación que funciona!	Workplace Safety	20
Muévelo con seguridad: evitar lesiones al desplazar materiales, breve	Workplace Safety	10
Orientación completa de Bob sobre seguridad en la construcción	Workplace Safety	24
Formación en concienciación general sobre el plan de prevención de contaminación de aguas pluviales	Workplace Safety	13
Comprender el plan de prevención de contaminación de aguas pluviales de tus instalaciones	Workplace Safety	23
Seguridad antiincendios para trabajadores de oficina	Workplace Safety	16
Formación para empleados sobre sulfuro de hidrógeno	Workplace Safety	18

Learn Course Catalog	Category	Duration
Lecciones aprendidas de las heridas en las manos [sin gráficos]	Workplace Safety	20
Prefiero mirar a otro lado: tres historias sobre seguridad laboral	Workplace Safety	13
Uso seguro y operación de grúas industriales	Workplace Safety	21
Protección de máquinas y seguridad del operario	Workplace Safety	18
Tiradores y violencia en el lugar de trabajo	Workplace Safety	10
Alerta de clima extremo: ¿estás preparado?	Workplace Safety	17
La conservación auditiva y tú	Workplace Safety	21
Directo al grano: entrada a espacios cerrados	Workplace Safety	12
Soldar en condiciones de seguridad	Workplace Safety	19
HazCom, GHS y tú	Workplace Safety	14
Seguridad en plataformas de trabajo aéreas	Workplace Safety	18
Prácticas de trabajo eléctrico seguro y NFPA 70E© 2015	Workplace Safety	26
Recruiting Crash Course: Legal Pitfalls in Recruiting	Employment Liability	7
Building Strategic Relationships (Part 2 of 4): What You Have to Offer	Business Skills	7
Building Strategic Relationships (Part 3 of 4): Starting the Relationship	Business Skills	7
Building Strategic Relationships (Part 4 of 4): Tips for Strengthening the Relationship	Business Skills	7
Evaluaciones: sus argumentos	Employment Liability	7
Evaluaciones: establecer sistemas de ayuda	Employment Liability	6
Performance Appraisals (Part 3 of 8): A Simple System	Leadership and Management	6
Evaluaciones: un sistema sencillo	Employment Liability	6
Evaluaciones: cómo escribir comentarios	Employment Liability	7
Evaluaciones: práctica de comentarios	Employment Liability	6
Evaluaciones: el proceso	Employment Liability	6
Evaluaciones: realizar la evaluación	Employment Liability	7
Evaluaciones: consejos para una evaluación productiva	Employment Liability	7
Evaluaciones de rendimiento	Employment Liability	52
Diversidad: Buscando la afinidad - El entorno de trabajo diverso	Employment Liability	7
Diversidad: Buscando la afinidad - La escala de la diversidad	Employment Liability	7

Learn Course Catalog	Category	Duration
Diversidad: Buscando la afinidad - Estereotipos	Employment Liability	6
Diversidad: Buscando la afinidad - Motivos para la inclusión	Employment Liability	7
Diversidad: Buscando la afinidad - Hablando claro sobre la formación en diversidad	Employment Liability	7
Diversidad: Buscando la afinidad — Qué hacer y qué no (para gerentes)	Employment Liability	7
Diversidad: Buscando la afinidad - Facilitación de formación	Employment Liability	8
Diversidad: Buscando la afinidad - Versión para gerentes	Employment Liability	23
Scaffolding Safety	Health & Safety	15
Bloodborne Pathogens	Health & Safety	45
Bloodborne Pathogens CAL/OSHA	Health & Safety	45
Bloodborne Pathogens Condensed	Health & Safety	20
Updating Your Workplace Response to COVID-19	Health & Safety	15
Zoning Basics: Uses and Development Standards	Business Skills	15
Zoning Basics: By Right Projects, Special Permits, and Zone Changes	Business Skills	15
Zoning Basics: Roles and Procedures	Business Skills	15
Zoning Basics: Permit Evaluation Criteria	Business Skills	15
Zoning Basics: Subdivision Ordinances	Business Skills	15
Social Media for Public Officials	Business Skills	15
Cyberbullying Awareness & Prevention for Higher Education	Higher Ed	30
Developing a Diversity and Inclusion Program	Employment Liability	30
Discussing Racism for K-12 Educators	Employment Liability	45
Youth Suicide Prevention (K-12)	Schools K-12	90
Youth Suicide Prevention (K-12) Part 1: Your Role in Prevention	Schools K-12	20
Youth Suicide Prevention (K-12) Part 2: Observe, Support, Refer	Schools K-12	40
Youth Suicide Prevention (K-12) Part 3: A Community Effort	Schools K-12	30
Title VI of the 1964 Civil Rights Act for K-12	Schools K-12	20
Cyberbullying Awareness & Prevention (K-12)	Schools K-12	30
Welding, Cutting & Brazing Safety	Health & Safety	30
Welding, Cutting & Brazing Safety Cal/OSHA	Health & Safety	30

Learn Course Catalog	Category	Duration
Laboratory Safety	Health & Safety	30
Be Assertive, Not Aggressive	Business Skills	25
Expert Insights: Your WHY Matters NOW with Justin Jones-Fosu	Human Capital	103
Building Great Relationships at Work	Business Skills	6
Building Great Relationships with Coworkers	Business Skills	6
Building Great Relationships with Difficult People	Business Skills	5
Building Great Relationships with Employees	Business Skills	6
Building Great Relationships with Bosses	Business Skills	5
Developing an Eye for Detail	Business Skills	8
Back Injury Prevention for Waste Management	Public Utilities	15
Human Behavior: Reducing Unsafe Acts	Health & Safety	15
Forklift Safety	Heavy Equipment	20
Fire Extinguisher 2000 for Waste Management	Public Utilities	20
Route Safety Analysis	Transportation	20
Disabled Vehicle, Accidents and Trucks on Fire	Transportation	20
Front End Loader Safety and Operations	Heavy Equipment	15
Side Loader Operations and Safety	Heavy Equipment	10
Residential Operations	Public Utilities	15
Solid Waste Lockout/Tagout	Public Utilities	20
Arc Welding Safety for Waste Management	Public Utilities	15
Gas Welding Safety for Waste Management	Public Utilities	20
Landfill Safety	Public Utilities	20
Hazardous Spill Cleanup	First Responders	20
Power Saw Safety	Health & Safety	15
Overhead Pendant Hoist Safety	Heavy Equipment	20
Cardboard Baler Safety	Heavy Equipment	15
Vehicle Pre-Trip Inspection for the Trucking Industry	Transportation	15
Electrical Safety for Qualified Workers	Health & Safety	25

Learn Course Catalog	Category	Duration
Safety Leadership: An Essential Safety Element	Health & Safety	20
Heat Stress	Health & Safety	20
Incident Command System	First Responders	20
EMS Patient Lifting: Preventing Back Injuries	First Responders	20
Critical Incident Stress Debriefing	First Responders	20
Sexual Predators In Public Places	Law Enforcement	40
Emergency First Aid	Law Enforcement	25
Operating Electric Pallet Jacks Safely	Heavy Equipment	20
Brian's Story: You Can Make A Difference	Health & Safety	25
A Workplace Cautionary Tale	Health & Safety	25
RCRA Training For Hazardous Waste Generators	Public Utilities	25
Understanding Your Facility's Stormwater Pollution Prevention Plan	Public Utilities	30
Stormwater Pollution Prevention Plan	Public Utilities	20
Forklift Safety Lessons For The Safe Pedestrian	Heavy Equipment	20
FIFRA: Federal Insecticide, Fungicide, Rodenticide Act	Health & Safety	20
Overhead Pendant Hoist Safety	Heavy Equipment	20
Truck Mounted Articulating Knuckle Boom Cranes	Heavy Equipment	20
Bucket Safety	Heavy Equipment	20
Competent Person and Soil Classification	Health & Safety	25
DOT Cargo Securement	Transportation	25
Preventing Electric Shock	Health & Safety	35
Industrial Crane Safety	Health & Safety	25
Bomb Threat Procedures	First Responders	25
RCRA Hazardous Waste Final Rule	Public Utilities	30
Mobile Elevating Work Platforms: Safe Use and Requirements	Health & Safety	30
Electrical Safety and the 2021 NFPA 70E for Supervisors	Health & Safety	40
Electrical Safety and the 2021 NFPA 70E for Workers	Health & Safety	25
University Laser Safety	Health & Safety	25

Learn Course Catalog	Category	Duration
Radiation Safety for Universities	Health & Safety	25
Active Shooter: Rapid Response	Law Enforcement	40
Fire Extinguishers: Putting Out the Fire	Health & Safety	15
Terrorism Biological Weapons	First Responders	30
Dump Truck Safety	Transportation	15
Child Care Safety Basics: Facility Providers	Child Safety	25
Child Care Safety Basics: In-Home Providers	Child Safety	25
Countermeasures on Land	First Responders	35
Roll Offs and Safety Operations	Heavy Equipment	20
Rear Loader Safety and Operations	Heavy Equipment	15
Multi-Piece Wheel/Rim: Demounting & Mounting Truck Split Rim Wheels	Transportation	25
Forklift Instructor	Heavy Equipment	25
Chains, Cranes, Hoist, and Slings	Heavy Equipment	20
Walkie Stacker Safety	Heavy Equipment	15
Electric Pallet Jack Training	Heavy Equipment	20
Aerial Lift Safety for Forklifts	Heavy Equipment	15
Scissor Lift Safety	Heavy Equipment	15
Front-End Loader Safety	Heavy Equipment	20
Safe Operation of Cranes and Hoists	Heavy Equipment	15
Self-Contained Breathing Apparatus SCBA	First Responders	20
Hazardous Energy Source: Lockout/Tagout Affected and Authorized Persons	Health & Safety	20
Working With Benzene	Health & Safety	20
Your Right To File a Complaint With OSHA	Health & Safety	15
Fleet Shop Safety & Hazardous Materials	Transportation	20
Preventing Slips and Falls In Trucking	Transportation	15
Heavy Truck Braking System And Braking Techniques	Transportation	15
Rest Stop Routines	Transportation	20
Fatigue Management	Transportation	20

Learn Course Catalog	Category	Duration
Combative Patient Training	Healthcare	15
Aerial Lifts in Industrial and Construction	Heavy Equipment	20
Scissor Lifts	Heavy Equipment	20
Abrasive Wheels Grinder Safety	Heavy Equipment	10
Electrical Safety in the Laboratory	Health & Safety	15
OSHA Formaldehyde Standard	Health & Safety	20
Preventing Contamination in the Laboratory	Health & Safety	15
Safe Handling of Laboratory Glassware	Health & Safety	20
Safety Showers & Eye Washes in the Laboratory	Health & Safety	15
Emergency Planning	Health & Safety	20
Evacuation Procedures	Health & Safety	25
Walking and Working Surfaces	Health & Safety	25
Walking and Working Surfaces in Construction Environments	Health & Safety	25
I2P2: Injury and Illness Prevention Programs	Health & Safety	25
Forklift Safety: Industrial Counterbalance Lift Trucks	Health & Safety	30
HIPAA Rules And Compliance	Healthcare	25
Caught-In or Between Hazards in Construction Environments	Health & Safety	20
Materials Handling Safety	Health & Safety	20
Dealing With Hazardous Spills	Health & Safety	30
Water and Sewer Treatment Plant Safety	Public Utilities	20
Sodium and Calcium Hypochlorite	Public Utilities	20
Valve Crew Safety	Public Utilities	15
Meter Reader Safety	Public Utilities	25
Skid Steer Safety Streaming	Heavy Equipment	20
Hand, Wrist & Finger Safety	Health & Safety	20
Fighting Fatigue in the Workplace	Health & Safety	20
Rigging Safety in Industrial and Construction Environments	Health & Safety	20

Learn Course Catalog	Category	Duration
DOT HAZMAT General Awareness	Transportation	25
DOT HAZMAT Security Awareness	Transportation	20
Heat Stress	Health & Safety	20
Winter Safety	Health & Safety	20
Loading Dock Safety	Health & Safety	35
Hazard Communication in Healthcare	Healthcare	20
Hazard Communication in Cleaning and Maintenance Environments	Health & Safety	25
Safety Awareness 101 for New Employees	Health & Safety	40
Safety Showers & Eye Washes	Health & Safety	20
Wellness & Fitness Training	Health & Safety	20
Laundry Room Safety Basics	Health & Safety	15
The Bed Bug Problem	Health & Safety	20
Laboratory Safety Cal/OSHA	Health & Safety	30
Waste Management	Health & Safety	60
Waste Management Cal/OSHA	Health & Safety	60
Food Safety	Health & Safety	20
Emergency Preparedness: Continuity of Operations	Health & Safety	20
Forming and Operating Safety Committees	Health & Safety	60
Forming and Operating Safety Committees Cal/OSHA	Health & Safety	60
Workplace Allergies & Sensitivities for Employees	Health & Safety	20
Ethics: Personal Advantages and Perks for Public Officials	Employment Liability	30
Railroad Crossing Safety	Health & Safety	15
Avoiding Animal Bites	Health & Safety	15
Public Employment Law Fundamentals	Employment Liability	30
Leading With Emotional Intelligence Series: Introduction	Leadership and Management	15
Leading With Emotional Intelligence Series: Self-Awareness	Leadership and Management	15
Leading With Emotional Intelligence Series: Motivation	Leadership and Management	15

Learn Course Catalog	Category	Duration
Leading With Emotional Intelligence Series: Emotional Regulation	Leadership and Management	15
Leading With Emotional Intelligence Series: Empathy	Leadership and Management	15
Building a Kind and Connected Workplace	Leadership and Management	15
Ground Fault Circuit Interrupter (GFCI)	Health & Safety	15
Backhoe/Loader Operations	Heavy Equipment	15
How To Fit Test Respirators	Health & Safety	15
Aerial Lift Safety	Heavy Equipment	15
Dealing With The Media In Emergency Situations	First Responders	20
Countermeasures on Water	First Responders	35
Protective Clothing & Equipment Training	Health & Safety	25
HICS: Hospital Incident Command System	Healthcare	30
Analyzing the Incident	First Responders	40
HazMat Investigation Safety	First Responders	25
Fire Investigation	First Responders	35
Roles & Responsibilities for Security Professionals	Law Enforcement	35
Patrolling & Observation for Security Professionals	Law Enforcement	30
Handling Emergencies for Security Professionals	Law Enforcement	40
Countering Terrorism	Law Enforcement	35
Terrorism First Response	First Responders	35
Oil Spill Response: Waste Management	Public Utilities	30
Mastering Access 2016 - Basics	Business Skills	150
Employee Accountability	Business Skills	15
Writing in Plain Language for Government	Business Skills	20
Creating ADA Compliant Documents	Business Skills	15
Become A Disability A.L.L.Y. In Your Workplace	Diversity & Inclusion	20
Leading An Employee Resource Group	Diversity & Inclusion	15
One Conversation Can Change Everything	Leadership and Management	30

Learn Course Catalog	Category	Duration
Workplace Ergonomics	Health & Safety	25
Fentanyl Exposure Safety	Health & Safety	15
Workplace Ergonomics (Maine)	Health & Safety	25
Cybersecurity: Social Engineering	Cybersecurity	10
Mastering Access 2016 - Intermediate	Business Skills	150
Mastering Adobe Acrobat DC Essentials (2016)	Business Skills	180
Mastering Excel 2016	Business Skills	690
Mastering Excel 2016 - Basics	Business Skills	240
Mastering Excel 2016 - Intermediate	Business Skills	270
Mastering Excel 2016 - Advanced	Business Skills	180
Mastering Microsoft Project: Part 1- Creating a Project	Business Skills	150
Responsible Use of Social Media	Business Skills	10
Aerosol Transmitted Diseases	Health & Safety	20
Title IX Final Rule 2024 for Faculty and Staff	Employment Liability	30
Practicing Self-Care	Wellness	10
Introduction to Robert's Rules of Order	Business Skills	25
Disability Inclusion for Supervisors	Diversity & Inclusion	30
Overcoming Anger	Wellness	10
Introduction to Succession Planning	Employment Liability	25
Complying with HIPAA for Employees	Employment Liability	30
A COVID-19 Response: Returning to Work	Health & Safety	10
School Bullying: Define Bullying & The Law	Employment Liability	15
Diversity Toolkit: The Inclusion-Exclusion Continuum	Employment Liability	8
School Bullying: Understand Bullying Dynamics	Employment Liability	15
School Bullying: Identify Bullying Episodes	Employment Liability	15
School Bullying: Address Potential Bullying	Employment Liability	15
Receiving Feedback	Human Capital	15
How Work Teams React to Change	Human Capital	15

Learn Course Catalog	Category	Duration
Implementing Process Improvements	Human Capital	15
Setting Overall Goals	Human Capital	15
Identifying Performance Standards	Human Capital	15
Introducing Personal Power	Human Capital	15
8 Tips for Working From Home	Human Capital	5
FERPA for Faculty in Higher Education	Employment Liability	20
FERPA for Staff in Higher Education	Employment Liability	20
CSA Guide to Clery Act	Employment Liability	20
Title IX, The Clery Act, and VAWA for Faculty and Staff	Employment Liability	20
Title VI of the 1964 Civil Rights Act for Higher Education	Employment Liability	20
RISE Up Against Workplace Bullying in Higher Ed	Higher Ed	45
Anti-Bullying Supervisor Training for Higher Ed	Higher Ed	15
Harassment Prevention for Higher Ed Supervisors	Employment Liability	120
Harassment Prevention for Higher Ed Employees	Employment Liability	60
EEO Laws for Higher Ed: An Introduction	Higher Ed	15
EEO Laws for Higher Ed: Equal Pay Act of 1963	Higher Ed	10
EEO Laws for Higher Ed: Title VII of the Civil Rights Act	Higher Ed	10
EEO Laws for Higher Ed: Age Discrimination in Employment Act	Higher Ed	10
EEO Laws for Higher Ed: Pregnancy Discrimination Act	Higher Ed	10
EEO Laws for Higher Ed: Title I of the ADA	Higher Ed	10
EEO Laws for Higher Ed: Genetic Information Nondiscrimination Act	Higher Ed	10
EEO Laws for Higher Ed: Supervisor Responsibilities	Higher Ed	15
Title I of ADA for Higher Ed: Reasonable Accommodation	Employment Liability	20
Title I of ADA for Higher Ed: Interactive Process	Employment Liability	20
Mastering Microsoft Project: Part 2- Managing a Project (2016)	Business Skills	135
Mastering OneNote 2016	Business Skills	150
Mastering Outlook 2016	Business Skills	375

Learn Course Catalog	Category	Duration
Mastering Outlook 2016 - Basics	Business Skills	195
Mastering Outlook 2016 - Advanced	Business Skills	180
Mastering PowerPoint 2016	Business Skills	495
Mastering PowerPoint 2016 - Basics	Business Skills	285
Mastering PowerPoint 2016 - Advanced	Business Skills	210
Mastering QuickBooks Online	Business Skills	255
Mastering QuickBooks Online (2018)	Business Skills	180
Mastering Word 2016	Business Skills	570
Career Advancement: Acing Your Appraisal	Business Skills	8
Title I of ADA for Higher Ed: Supervisor Responsibilities	Employment Liability	15
Anti-Bullying Supervisor Training	Employment Liability	15
Safe Patient Handling	Health & Safety	45
Accident Incident Investigation	Health & Safety	30
Silica Awareness: Silica and the OSHA Silica Standard	Health & Safety	20
Silica Awareness: Working Safely with Silica	Health & Safety	20
Arc Flash Safety	Health & Safety	20
Whole Health: Preventive Care	Health & Safety	5
Whole Health: Dental Care	Health & Safety	5
Whole Health: Self-Awareness About Drinking	Health & Safety	5
Whole Health: The 3 Biggest Myths About Smoking	Health & Safety	5
Whole Health: Am I at Risk for Diabetes?	Health & Safety	5
Road Grader Safety	Driver Safety	20
Backhoe Safety with Trackhoe Supplement	Driver Safety	30
Snow Plow Safety	Driver Safety	20
Hearing Conservation	Health & Safety	30
Hand and Power Tool Safety	Health & Safety	30
Practicing Hand Hygiene	Health & Safety	15
Safety in Local Government: Part 1	Health & Safety	N/A

Learn Course Catalog	Category	Duration
Safety Data Sheets	Health & Safety	45
New Employee Safety Orientation	Health & Safety	60
Office Safety	Health & Safety	30
Occupational Disease Prevention for Firefighters	Health & Safety	20
Playground Safety	Health & Safety	30
Aquatic Safety	Health & Safety	30
Space and Time Management	Driver Safety	15
Driving with Distractions	Driver Safety	15
Managing Speed	Driver Safety	15
Avoiding Collisions While Backing & Parking	Driver Safety	16
Driving in Adverse Weather	Driver Safety	17
Driving Around Animals	Driver Safety	18
Intersections: Turning & Right of Way	Driver Safety	19
Driving While Impaired	Driver Safety	20
Lane Use	Driver Safety	25
Turning Hazards	Driver Safety	10
Hazard Recognition	Driver Safety	20
Aggressive Driving and Road Rage	Driver Safety	20
Vehicle Care and Maintenance	Driver Safety	10
PCI Security Standards for IT and Back Office	Cybersecurity	20
PCI Security Standards for Managers	Cybersecurity	25
PCI Security Standards on the Phone and Online	Cybersecurity	15
PCI Security Standards at the Point of Sale	Cybersecurity	20
Preventing Strains and Sprains	Health & Safety	30
Slower is Faster: Survival Skills for Law Enforcement Drivers	Law Enforcement	30
Responding to Domestic Abuse Calls	Law Enforcement	30
Firearms Safety	Law Enforcement	30
Off-Duty Conduct	Law Enforcement	30

Learn Course Catalog	Category	Duration
Below 100 Tenets: Watch Your Speed	Law Enforcement	30
Below 100 Tenets: Wear Your Vest	Law Enforcement	30
Law Enforcement Ethics	Law Enforcement	30
Situational Awareness and Ambush Precautions for Law Enforcement	Law Enforcement	30
Officer Safety and Tactics for Chemical and Bomb Threat Response	Law Enforcement	45
Guide to Consensual Encounters	Law Enforcement	45
Below 100	Law Enforcement	60
Personnel Guidelines for Law Enforcement (Part 1)	Law Enforcement	30
Personnel Guidelines for Law Enforcement (Part 2)	Law Enforcement	30
False Arrests and Arrest Liability for Law Enforcement	Law Enforcement	45
Below 100 Tenets: What's Important Now?	Law Enforcement	30
Below 100 Tenets: Remember, Complacency Kills!	Law Enforcement	30
Below 100 Tenets: Wear Your Belt	Law Enforcement	30
Use of Force: An Overview	Law Enforcement	60
Use of Force: Liability and Reasonableness	Law Enforcement	60
Use of Force: Ethical Considerations	Law Enforcement	60
Use of Force: Decision Making and Judgment	Law Enforcement	60
Use of Force: Community Policing and Community Perceptions	Law Enforcement	60
Community Policing, Part I	Law Enforcement	60
Community Policing, Part II	Law Enforcement	60
Anti-Bias Policing: Part 1	Law Enforcement	45
Anti-Bias Policing: Part 2	Law Enforcement	75
De-Escalation and Communication, Part I	Law Enforcement	60
De-Escalation and Communication, Part II	Law Enforcement	60
Stress Management for Law Enforcement	Law Enforcement	45
Respiratory Protection	Health & Safety	60
Preventing Slips, Trips, and Falls	Health & Safety	60
Preventing Slips, Trips, and Falls for Firefighters	Health & Safety	61

Learn Course Catalog	Category	Duration
Preventing Slips, Trips, and Falls for Law Enforcement Officers	Law Enforcement	45
Tailgate Topics - Distracted Driving: Drop it & Drive	Driver Safety	10
Tailgate Topics - Intersections	Driver Safety	10
Tailgate Topics - Hang Up and Drive: Cell Phones + Driving	Driver Safety	10
Tailgate Topics - Look Back: Mirror, Mirror on the Car	Driver Safety	10
Tailgate Topics - Safe Following	Driver Safety	10
Tailgate Topics - Buckle Up	Driver Safety	10
Tailgate Topics - Drowsy Driving	Driver Safety	10
Tailgate Topics - Avoiding Accidents	Driver Safety	10
Tailgate Topics - Winter Driving	Driver Safety	10
Tailgate Topics - Emotional Driving	Driver Safety	10
Tailgate Topics - Driving Defensively	Driver Safety	10
Winter Driving Safety	Driver Safety	60
Working Outdoors in Warm Weather	Health & Safety	30
Stress Management for Public Safety Telecommunicators	Health & Safety	30
Stress Management at Work and Elsewhere	Health & Safety	30
Work Zone Safety	Health & Safety	45
Injury Prevention in Youth Sports	Child Safety	30
Accommodating K-12 Students with Disabilities	Employment Liability	20
Light Trucks: Avoiding Collisions	Driver Safety	10
Light Trucks: Backing Safety	Driver Safety	10
Light Trucks: Driving Hazards	Driver Safety	10
Accommodating Higher Ed Students with Disabilities	Employment Liability	20
Mandatory Reporters of Child Abuse and Neglect	Child Safety	20
Whole Health: Am I Getting the Right Nutrition?	Health & Safety	7
Whole Health: A Well-Rounded Exercise Routine	Health & Safety	6
Whole Health: Maintain a Strong & Healthy Back	Health & Safety	6
Whole Health: Techniques to Manage Stress	Health & Safety	5

Learn Course Catalog	Category	Duration
Whole Health: Good Sleep Habits	Health & Safety	6
Whole Health: Brain Health	Health & Safety	5
Day Camp Supervision	Child Safety	20
Resident Camp Supervision	Child Safety	20
Slips, Trips, and Falls	Health & Safety	20
Camp Aquatics Safety	Child Safety	21
Working Outdoors in Warm Weather for Camp Employees	Health & Safety	30
Bloodborne Pathogens for Campus Law Enforcement	Campus Safety	45
Crossing Guard Training	Health & Safety	30
Avoiding the Crush Zone	Health & Safety	30
Survival Driving - Urban Driving	Driver Safety	30
Survival Driving - Emergencies and Natural Disasters	Driver Safety	30
Reasonable Suspicion for Drug and Alcohol Testing: The Role of the Supervisor	Health & Safety	30
Reasonable Suspicion for Drug and Alcohol Testing: Signs and Symptoms of Drug Use	Health & Safety	60
Reasonable Suspicion for Drug and Alcohol Testing: Signs and Symptoms of Alcohol Misuse	Health & Safety	60
Light Trucks: Handling Extreme Conditions	Driver Safety	20
Light Trucks: Ergonomics	Driver Safety	20
Light Trucks: Trailering	Driver Safety	20
Workplace Ergonomics	Health & Safety	30
Electrical Safety	Health & Safety	60
Flagger Safety-CO	Health & Safety	90
Flagger Safety-Gated CO	Health & Safety	90
Forklift Safety	Health & Safety	60
Street Sweeper Safety	Driver Safety	20
Dump Truck Safety	Driver Safety	20
Bulldozer Safety	Driver Safety	20
Workplace Investigations for Supervisors: Conducting Interviews	Employment Liability	10

Learn Course Catalog	Category	Duration
Workplace Investigations for Supervisors: Closing the Investigation	Employment Liability	5
Home Office Ergonomics	Health & Safety	15
Active Shooter and Workplace Violence Response (Higher Ed)	Health & Safety	10
Active Shooter and Workplace Violence Response (Workplace)	Health & Safety	10
School Bus Safety: Bullying on the Bus	Campus Safety	20
School Bus Safety: Loading & Unloading	Campus Safety	30
School Bus Safety: Transporting Students with Special Needs	Campus Safety	30
School Bus Safety: Safe Bus Operation	Campus Safety	45
School Bus Safety: Emergency Operations	Campus Safety	30
Emergency Response in the Workplace	Health & Safety	45
Emergency Communication in the Workplace	Health & Safety	45
Child Sexual Abuse Prevention at Camp	Health & Safety	20
Bullying Prevention at Camp	Health & Safety	20
Playground Supervision	Health & Safety	10
Trip and Transportation Safety	Health & Safety	10
The Professional Lifeguard	Health & Safety	30
Appropriate Touch	Child Safety	15
Shallow Water Blackout	Health & Safety	10
Before and After School Program	Child Safety	60
Hoisting and Rigging (Cal/OSHA)	Health & Safety	60
Spill Prevention and Control	Health & Safety	30
Spill Prevention and Control Cal/OSHA	Health & Safety	30
Trenching and Excavation Safety	Health & Safety	60
Trenching and Excavation Safety Cal/OSHA	Health & Safety	60
Machine Guarding	Health & Safety	30
¡Enhorabuena, ahora eres un supervisor! (Parte 1 de 12)	Leadership and Management	5
¿Cómo de bueno quieres ser? (Parte 2 de 12)	Leadership and Management	5
Características personales para lograr el éxito (Parte 3 de 12)	Leadership and Management	7

Learn Course Catalog	Category	Duration
Afianzar la credibilidad para dirigir (Parte 4 de 12)	Leadership and Management	5
Pasar de compañero a jefe (Parte 5 de 12)	Leadership and Management	5
Tu primera reunión de equipo (Parte 6 de 12)	Leadership and Management	6
Investiga a tu nuevo equipo (Parte 7 de 12)	Leadership and Management	6
Recibir opiniones del equipo por parte de personas externas (Parte 8 de 12)	Leadership and Management	5
Entrevista a tu equipo (Parte 9 de 12)	Leadership and Management	5
Observa a tu equipo en acción (Parte 10 de 12)	Leadership and Management	6
Desarrolla un plan estratégico de equipo (Parte 11 de 12)	Leadership and Management	6
Qué errores evitar (Parte 12 de 12)	Leadership and Management	6
Machine Guarding Cal/OSHA	Health & Safety	30
Fire and Explosion Hazards	Health & Safety	30
Fire and Explosion Hazards Cal/OSHA	Health & Safety	30
Compressed Gas Safety	Health & Safety	60
Compressed Gas Safety Cal/OSHA	Health & Safety	60
Hazard Communication: The New GHS Standards	Health & Safety	60
Hazard Communication: The New GHS Standards (Cal/OSHA)	Health & Safety	60
Transitional Duty: Improving Your Return to Work Program	Health & Safety	30
Dealing With Grief and Loss in the Workplace for Employees	Human Capital	15
Dealing With Grief and Loss in the Workplace for Supervisors	Human Capital	15
Writing Inclusive Job Descriptions	Human Capital	20
Writing Unbiased Interview Questions for Supervisors	Human Capital	20
Cybersecurity: Responding to Data Breaches	Cybersecurity	10
Cybersecurity: Data Classification and Handling	Cybersecurity	10
Cybersecurity: Data Privacy and Security	Cybersecurity	10
Cybersecurity: Data Privacy and Security for CA	Cybersecurity	10
Ethics: Governmental Transparency Laws for Public Officials (AB 1234)	Employment Liability	30
Ethics: Laws Relating to Fair Processes (AB 1234)	Employment Liability	30
Workplace Investigations for Supervisors: Knowing When & Why to Investigate	Employment Liability	10

Learn Course Catalog	Category	Duration
Workplace Investigations for Supervisors: Planning the Investigation	Employment Liability	10
Workplace Investigations for Supervisors: Preparing Interview Questions	Employment Liability	10
Ethics for Local Officials - California AB 1234	Employment Liability	120
Title VI of the 1964 Civil Rights Act for Municipalities	Employment Liability	20
County Government Basics for Newly Elected Officials	Business Skills	30
Municipal Government Basics for Newly Elected Officials	Business Skills	30
Township Basics for Newly Elected Officials	Business Skills	20
Special District Basics for Newly Elected Officials	Business Skills	20
Consequences of Bias	Employment Liability	10
Mandatory Reporters of Child Abuse and Neglect for North Carolina Employees	Health & Safety	20
Mandatory Reporters of Child Abuse and Neglect for Florida Employees	Health & Safety	20
Mandated Reporters of Child Abuse and Neglect for California Employees	Health & Safety	20
C.A.R.E. About Implicit Bias	Employment Liability	20
Challenge Organizational Bias	Employment Liability	15
Cybersecurity: Data Privacy and Safe Computing	Cybersecurity	30
Defensive Driving	Driver Safety	60
Defensive Driving for Vanpool Drivers	Driver Safety	60
Safety in Local Government: Part 2	Health & Safety	20
Back Safety	Health & Safety	30
Back Safety Cal/OSHA	Health & Safety	30
Mastering Word 2016 - Basics	Business Skills	210
Mastering Word 2016 - Intermediate	Business Skills	210
Mastering Word 2016 - Advanced	Business Skills	150
Microsoft Form Essentials	Business Skills	70
Microsoft Office 365 Groups Essentials	Business Skills	60
Microsoft Office 365 Planner Essentials	Business Skills	30
Microsoft Sway	Business Skills	75
Microsoft To-Do Essentials	Business Skills	30

Learn Course Catalog	Category	Duration
OneDrive Essentials	Business Skills	90
Project Management Fundamentals	Business Skills	150
QuickBooks	Business Skills	375
Secrets Of The Web	Business Skills	45
Skype for Business Essentials	Business Skills	20
Power Up PowerPoint	Business Skills	165
Mastering Excel 2019 - Intermediate	Business Skills	518
Mastering Office 365 (2019)	Business Skills	752
Mastering Outlook 2019	Business Skills	255
Mastering Outlook 2019 - Advanced	Business Skills	120
Mastering Outlook 2019 - Basics	Business Skills	135
Mastering PowerPoint 2019 - Advanced	Business Skills	292
Mastering PowerPoint 2019 - Basics	Business Skills	255
Mastering Word 2019 - Basics	Business Skills	133
OneNote for Windows 10 Essentials 2019	Business Skills	75
What is New in Excel 2019	Business Skills	45
What is New in Outlook 2019	Business Skills	60
What is New in PowerPoint 2019	Business Skills	70
What is New in Word 2019	Business Skills	75
Mastering Excel 2019 - Basics	Business Skills	270
Office 365 Essentials (2018)	Business Skills	210
Office 365 Groups Essentials	Business Skills	60
Basic Business Finance Principles	Business Skills	60
Google Workspace Essentials	Business Skills	98
Intro to HIPAA for Business Associates	Employment Liability	165
Intro to HIPAA for Covered Entities	Employment Liability	165
Intro to HIPAA for MSP	Employment Liability	205
Introduction to Gmail	Business Skills	150

Learn Course Catalog	Category	Duration
Microsoft 365 Office Essentials (2020)	Business Skills	190
Motivational Ethics	Employment Liability	105
New Manager Starter Kit	Leadership and Management	64
Persuasion The Art of Communication	Business Skills	85
The Science of Personal Productivity	Business Skills	51
Think Before You Click (Cybersecurity)	Cybersecurity	53
Time Management Basics	Business Skills	71
Workplace Safety - Active Shooter	Health & Safety	45
Writing in Plain Language	Business Skills	75
Excel in 30 Minutes (Basics 2019 - 1 of 10): Getting Started	Business Skills	30
Confined Space Entry	Health & Safety	60
Confined Space Entry Cal/OSHA	Health & Safety	60
Introduction to OSHA	Health & Safety	60
Basic Industrial Safety	Health & Safety	30
Basic Industrial Safety Cal/OSHA	Health & Safety	30
The HR Guide to LGBTQIA+ Equality in the Workplace	Diversity & Inclusion	8
Behavior-Based Safety for Supervisors	Health & Safety	30
Hydrogen Sulfide Safety Awareness	Health & Safety	30
Hydrogen Sulfide Safety Awareness Cal/OSHA	Health & Safety	30
Hoisting and Rigging	Health & Safety	60
Building a Gender Inclusive Workplace	Diversity & Inclusion	30
Understanding and Preventing Microaggressions for Supervisors	Diversity & Inclusion	20
Managing Employees After a Critical Incident	Leadership & Management	30
Change Management	Leadership & Management	30
The Remote Manager: Employee Engagement	Business Skills	25
Liability While Driving Government-Owned Vehicles	Driver Safety	15
Winter Driving: Comprehensive	Driver Safety	60
Winter Driving: Weather Conditions & Preparations	Driver Safety	15

Learn Course Catalog	Category	Duration
Winter Driving: Travel Planning and Techniques	Driver Safety	15
Winter Driving: Braking and Special Consideration	Driver Safety	15
Winter Driving: Trapped or Stranded Vehicles	Driver Safety	15
Chainsaw Safety	Health & Safety	25
Chainsaw Safety Cal/OSHA	Health & Safety	25
Digital Literacy: Basic Technical Fluency for Employees	Business Skills	15
Interacting with Unhoused People	Employment Liability	30
Seizure Awareness for K-12	Schools K-12	10
Allergy Awareness for K-12	Schools K-12	15
Asthma Awareness for K-12	Schools K-12	10
Wildfire Smoke Safety	Health & Safety	15
Wildfire Smoke Safety Cal/OSHA	Health & Safety	15
Managing Unionized Employees	Business Skills	30
Orientation: Safety in the Workplace	Health & Safety	15
Jobsite Housekeeping: Workplace Safety	Health & Safety	15
Small Vehicle Safety: Golf Carts and UTVs	Health & Safety	15
First Aid: The Basics	Health & Safety	25
Slower is Faster - Survival Skills for Law Enforcement Drivers	Driver Safety	30
Understanding Socioeconomic Differences Among Students	Diversity & Inclusion	20
Acting With Empathy	Business Skills	10
Kindness Matters	Business Skills	10
Staying Focused	Business Skills	10
Fundamentals of Local Government	Business Skills	15
EEO Laws: An Introduction	Employment Liability	15
EEO Laws: Equal Pay Act of 1963	Employment Liability	10
EEO Laws: Title VII of the Civil Rights Act	Employment Liability	10
EEO Laws: Age Discrimination in Employment Act	Employment Liability	10
EEO Laws: Pregnancy Discrimination Act of 1978	Employment Liability	10

Learn Course Catalog	Category	Duration
EEO Laws: Title I of the ADA	Employment Liability	10
EEO Laws: Genetic Information Nondiscrimination Act	Employment Liability	10
EEO Laws: Supervisor Responsibilities	Employment Liability	15
Title I of ADA: Reasonable Accommodation	Employment Liability	20
Title I of ADA: Interactive Process	Employment Liability	20
Title I of ADA: Supervisor Responsibilities	Employment Liability	15
Harassment Prevention for Employees	Employment Liability	60
Harassment Prevention for California Supervisors	Employment Liability	120
Harassment Prevention for Connecticut Supervisors	Employment Liability	120
Harassment Prevention for Delaware Supervisors	Employment Liability	120
Harassment Prevention for Maine Supervisors	Employment Liability	120
Harassment Prevention for New York Supervisors	Employment Liability	120
Harassment Prevention for California Employees	Employment Liability	60
Harassment Prevention for Connecticut Employees	Employment Liability	120
Harassment Prevention for Delaware Employees	Employment Liability	60
Harassment Prevention for Maine Employees	Employment Liability	60
Harassment Prevention for New York Employees	Employment Liability	60
Diversity in the Workplace: Diversity for All	Employment Liability	20
Introduction to Lawful Hiring	Employment Liability	15
Hiring Liability: Discrimination	Employment Liability	15
Hiring Liability: Negligent Hiring	Employment Liability	15
Hiring Liability: Improper Background Investigations	Employment Liability	15
Hiring Liability: Misrepresentation & Implied Contracts	Employment Liability	15
Hiring Liability: Supervisor Responsibilities	Employment Liability	10
Lawful Interviewing: Prepare to Interview	Employment Liability	10
Lawful Interviewing: Ask Effective Questions	Employment Liability	15
Lawful Interviewing: Conduct Interviews, Part I	Employment Liability	15
Lawful Interviewing: Conduct Interviews, Part II	Employment Liability	15

Learn Course Catalog	Category	Duration
The Family and Medical Leave Act: Overview	Employment Liability	15
The Family and Medical Leave Act: Eligible Employees	Employment Liability	15
The Family and Medical Leave Act: Qualifying Reasons	Employment Liability	25
The Family and Medical Leave Act: Supervisor Responsibilities	Employment Liability	30
FLSA and Minimum Wage Rules	Employment Liability	25
FLSA: Employee Classification & Overtime Rules	Employment Liability	15
FLSA: Record Keeping Rules	Employment Liability	15
Discipline and Termination: Discussing Discipline	Employment Liability	10
Discipline and Termination: Progressive Discipline	Employment Liability	15
Discipline and Termination: Sensitive Subjects	Employment Liability	15
Discipline and Termination: Documenting Discipline	Employment Liability	15
Discipline and Termination: Termination Tips	Employment Liability	15
Ethical Decision Making in the Workplace	Employment Liability	30
Issues in Diversity: Speak With Care	Employment Liability	5
Issues in Diversity: Share Responsibility	Employment Liability	5
Issues in Diversity: Exercise Compassion	Employment Liability	5
Issues in Diversity: Expand Horizons	Employment Liability	5
Issues in Diversity: Be Attentive	Employment Liability	5
Issues in Diversity: Welcome New Perspectives	Employment Liability	5
Issues in Diversity: Embrace Tough Conversations	Employment Liability	5
Neurodiversity in the Workplace	Diversity & Inclusion	15
De-Escalation for Higher Education	Higher Ed	20
Mandatory Reporting for Elder Abuse	Employment Liability	25
Workplace Violence Prevention for California (SB 553)	Employment Liability	30
Better Sleep Strategies	Wellness	10
Cultivating Compassion	Wellness	10
The Difference Between Stress and Anxiety	Wellness	10
Managing Burnout	Wellness	10

Learn Course Catalog	Category	Duration
Workplace Violence Prevention	Health & Safety	25
Intersectionality in the Workplace	Diversity & Inclusion	30
Addressing Substance Abuse Issues in the Workplace for Employees	Health & Safety	20
Addressing Substance Abuse Issues in the Workplace for Supervisors	Health & Safety	20
Harassment Prevention for Supervisors	Employment Liability	120
Cyber Security: Best Practices for At-Home Employees	Cybersecurity	15
Leading Successful Remote Teams	Business Skills	5
6 Tips for Parents Working From Home	Business Skills	5
Managing Stress in Uncertain Times	Business Skills	10
Transition to Remote Teaching for Higher Education	Employment Liability	15
RISE Up Against Workplace Bullying	Employment Liability	45
Harassment Prevention for Illinois Supervisors	Employment Liability	120
Harassment Prevention for Illinois Employees	Employment Liability	60
Emergency Leave Under the FFCRA	Employment Liability	15
Wage and Hour Concerns During an Emergency	Employment Liability	10
Excel in 30 Minutes (Basics 2019 - 10 of 10): Customizing Options	Business Skills	30
Excel in 30 Minutes (Basics 2019 - 2 of 10): Entering Data	Business Skills	30
Excel in 30 Minutes (Basics 2019 - 3 of 10): Calculations	Business Skills	30
Excel in 30 Minutes (Basics 2019 - 4 of 10): Modifying Worksheets	Business Skills	30
Excel in 30 Minutes (Basics 2019 - 5 of 10): Text and Number Formats	Business Skills	30
Excel in 30 Minutes (Basics 2019 - 6 of 10): Formatting Cell Contents	Business Skills	30
Excel in 30 Minutes (Basics 2019 - 7 of 10): Conditional Formatting	Business Skills	30
Excel in 30 Minutes (Basics 2019 - 8 of 10): Printing and Page Layout	Business Skills	30
Excel in 30 Minutes (Basics 2019 - 9 of 10): Worksheets and Workbooks and Workbooks	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 1 of 11): Using Named Ranges	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 10 of 11): Creating PivotTables	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 11 of 11): Advanced PivotTables and Slicers	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 2 of 11): Working with Date Functions	Business Skills	30

Learn Course Catalog	Category	Duration
Excel in 30 Minutes (Intermediate 2019 - 3 of 11): Working with Logical Functions	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 4 of 11): Working with Text and Math Functions	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 5 of 11): Sorting and Filtering Lists	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 6 of 11): Querying and Subtotals with Lists	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 7 of 11): Analyzing Data with Tables and Formatting	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 8 of 11): Visualizing Data with Charts	Business Skills	30
Excel in 30 Minutes (Intermediate 2019 - 9 of 11): Advanced Charting, Trendlines, and Graphics	Business Skills	30
Word in 30 Minutes (Basics 2019 - 1 of 7): Navigating and Creating Documents	Business Skills	30
Word in 30 Minutes (Basics 2019 - 2 of 7): Adding Text, Printing, and Customizing	Business Skills	30
Word in 30 Minutes (Basics 2019 - 3 of 7): Formatting Text	Business Skills	30
Word in 30 Minutes (Basics 2019 - 4 of 7): Working Efficiently	Business Skills	30
Word in 30 Minutes (Basics 2019 - 5 of 7): Creating Lists and Tables	Business Skills	30
Word in 30 Minutes (Basics 2019 - 6 of 7): Graphics and Page Appearance	Business Skills	30
Word in 30 Minutes (Basics 2019 - 7 of 7): Preparing to Publish	Business Skills	30
Brain Bites - Microsoft Teams Meetings	Business Skills	34
Gmail Essentials 2021	Business Skills	76
Improving Diversity and Inclusion (DEI) in Your Workplace	Diversity & Inclusion	39
Mastering Excel 365 - Basics	Business Skills	250
Microsoft Groups Essentials (2021)	Business Skills	60
Microsoft Teams in 30 Minutes (2021)	Business Skills	30
Saving Time in Outlook	Business Skills	33
Excel: Power Functions	Business Skills	48
Stronger Together: Delegation and Task Management	Leadership and Management	30
Mastering Google Drive	Business Skills	70
Blind Spots: The Biology of Diversity and Ethics	Diversity & Inclusion	33
Brain Bites - Covid 19 and Healthy Workspaces	Health & Safety	17
Brain Bites - Empathy The Key to Active Listening	Human Capital	17
Brain Bites - Empathy The Key to Active Listening - Spanish	Human Capital	17

Learn Course Catalog	Category	Duration
Brain Bites - Let Them Know You're Listening	Human Capital	16
Brain Bites - Let Them Know Youre Listening (spanish)	Human Capital	16
Brain Bites - Time Management - Spanish	Business Skills	10
Brain Bites - Windows 11 Essentials	Business Skills	39
Brain Bites - Writing Effective Emails	Business Skills	24
Chromebooks	Business Skills	84
Creating Word Templates	Business Skills	35
Designing Beautiful Documents	Business Skills	25
Excel for Project Management	Business Skills	51
Intro to Data Literacy	Business Skills	40
Intro to Microsoft 365	Business Skills	55
Leading Engaging Zoom Meetings	Business Skills	63
Mastering Excel 2021 - Beginner	Business Skills	128
Mastering Excel 365 - Beginner	Business Skills	128
Coronavirus & Safety: What Every Cop Needs to Know	Law Enforcement	40
Fire Prevention Cal/OSHA	Health & Safety	20
Personal Protective Equipment: Noise Exposure and Hearing Conservation	Health & Safety	15
Personal Protective Equipment: Respiratory Protection	Health & Safety	20
Personal Protective Equipment: Eye and Face Protection	Health & Safety	15
Personal Protective Equipment: Hand Protection	Health & Safety	15
Personal Protective Equipment: Head Protection	Health & Safety	15
Preparing Your Workplace for COVID-19	Health & Safety	25
Slower is Faster - Survival Skills for Ambulance Drivers	Driver Safety	30
Slower is Faster - Survival Skills for Fire Engine Drivers	Driver Safety	30
Maintain Engagement in Online Learning (K-6)	K-12 Education	60
Budgeting for Elected Officials	Business Skills	30
Understanding and Preventing Microaggressions	Diversity & Inclusion	20
Cultural Competence	Diversity & Inclusion	20

Learn Course Catalog	Category	Duration
Courageous Conversations	Diversity & Inclusion	60
Harassment Prevention for K-12 Supervisors	K-12 Education	120
Harassment Prevention for K-12 Employees	K-12 Education	60
Asher Model: Creating a Culture of Wellness	Law Enforcement	20
Asher Model: Making It OK to Not Be OK	Law Enforcement	15
Asher Model: Focus on the Solutions	Law Enforcement	10
Asher Model: Provide Peer Support	Law Enforcement	15
Mastering Excel 365 - Advanced	Business Skills	281
Mastering Microsoft 365 (2022)	Business Skills	796
Mastering Microsoft Teams - Basics (2022)	Business Skills	114
Mastering Microsoft Teams: Bonus Content	Business Skills	180
Mastering PowerPoint 365 - Beginner (2022)	Business Skills	37
Mastering QuickBooks Online - Basics (2021)	Business Skills	193
Mastering Visio Basics	Business Skills	45
Mastering Word 2019 - Advanced	Business Skills	149
Mastering Word 2019 - Intermediate	Business Skills	160
Microsoft 365 Sharing Calendars and Email	Business Skills	49
Microsoft 365 Admin Tips and Tricks	Business Skills	117
Microsoft 365 Email Essentials (2021)	Business Skills	86
Microsoft 365 for New Employees	Business Skills	48
Microsoft 365 To Do, Calendar, and People Essentials	Business Skills	82
Microsoft Forms Essentials (2022)	Business Skills	33
Microsoft Teams Essentials - Spanish	Business Skills	45
Asher Model: Educate Your Staff on Resilience	Law Enforcement	10
Asher Model: Encourage Healthy Habits	Law Enforcement	10
Asher Model: Encourage Spirituality	Law Enforcement	10
Asher Model: Partner with the Family	Law Enforcement	15
Ladders Safety Cal/OSHA	Health & Safety	25

Learn Course Catalog	Category	Duration
Scaffolding Safety Cal/OSHA	Health & Safety	15
OSHA Investigations and Inspections	Health & Safety	60
Cal/OSHA Investigations and Inspections	Health & Safety	60
Asbestos Awareness	Health & Safety	60
Asbestos Awareness Cal/OSHA	Health & Safety	60
Lead Safety Awareness	Health & Safety	60
Lead Safety Awareness Cal/OSHA	Health & Safety	60
Indoor Crane and Sling Safety	Health & Safety	60
Indoor Crane and Sling Safety Cal/OSHA	Health & Safety	60
Emergency Prep & Response: Earthquakes	Emergency Preparedness	15
Emergency Prep & Response: Floods	Emergency Preparedness	15
Emergency Prep & Response: Hurricanes	Emergency Preparedness	15
Emergency Prep & Response: Tornadoes	Emergency Preparedness	15
Emergency Prep & Response: Wildfires	Emergency Preparedness	15
Emergency Prep & Response: Winter Storms	Emergency Preparedness	15
Emergency Prep & Response: Terrorism	Emergency Preparedness	15
Basic Construction Safety	Health & Safety	60
Basic Construction Safety Cal/OSHA	Health & Safety	60
Field Biological Hazards	Health & Safety	15
Onboarding Remote Employees	Business Skills	10
Loudermill, Weingarten, and Garrity Rights for Supervisors	Employment Liability	20
Loudermill, Weingarten, and Garrity Rights for Employees	Employment Liability	20
Employer Responsibilities for Domestic Abuse	Employment Liability	25
Ethics: Personal Financial Gain by Public Officials (CA AB 1234)	Employment Liability	30
Harassment Prevention for Delaware Supervisors	Employment Liability	60
Harassment Prevention for Delaware Employees	Employment Liability	30
Harassment Prevention for Maine Supervisors	Employment Liability	60
Harassment Prevention for Maine Employees	Employment Liability	30

Learn Course Catalog	Category	Duration
Harassment Prevention for New York Supervisors	Employment Liability	60
Harassment Prevention for New York Employees	Employment Liability	30
Harassment Prevention for Michigan Supervisors	Employment Liability	60
Harassment Prevention for Michigan Employees	Employment Liability	30
Microsoft Teams: Fundamentals and Best Practices (2022)	Business Skills	60
OneDrive in 30 Minutes	Business Skills	30
Outlook Online Essentials 2020	Business Skills	158
Outlook Online Essentials 2020 - Spanish	Business Skills	158
Outlook Online in 30 Minutes â€“ Calendar	Business Skills	30
Outlook Online in 30 Minutes - Email	Business Skills	30
Planner Essentials (2018) - Spanish	Business Skills	47
Proofreading	Business Skills	34
Secrets of the Office Guru	Business Skills	360
Smartsheet Basics	Business Skills	77
SQL for Non-Technical Users	Business Skills	75
Time management Basics - Spanish	Business Skills	71
Brain Bites - Navigating Stress and Anxiety	Health & Safety	30
Excel - Power Query	Business Skills	87
Mastering Outlook 365 - Beginner (2024)	Business Skills	38
Mastering PowerPoint 365 - Basics (2024)	Business Skills	60
Mastering Visio - Intermediate	Business Skills	49
Mastering Word 365 - Beginner (2022)	Business Skills	58
Mastering Excel 2021 - Basics	Business Skills	178
Mastering Excel 2021 - Intermediate	Business Skills	206
Mastering PowerPoint 2021 - Basics	Business Skills	60
Mastering Excel 365 - Intermediate (2022)	Business Skills	212
Mastering Word 365 - Basics (2022)	Business Skills	82
Brain Bites - Prioritizing Tasks	Business Skills	26

Learn Course Catalog	Category	Duration
Brain Bites – Leading Effective Meetings	Business Skills	24
Brain Bites - Uncovering Subconscious Bias	Diversity & Inclusion	26
Mastering Outlook 365 – Basics (2024)	Business Skills	97
Mastering Outlook 365 – Intermediate (2023)	Business Skills	94
Mastering PowerPoint 2021 - Intermediate	Business Skills	132
Mastering PowerPoint 365 - Intermediate (2022)	Business Skills	132
Brain Bites - Microsoft Teams Meetings (2023)	Business Skills	32
Brain Bites - Modern Workplace Communication	Business Skills	33
AI Business Essentials Part 1: ChatGPT	Business Skills	100
Mastering Excel 365 - Expert (2023)	Business Skills	225
Mastering Excel 365 – Advanced (2023)	Business Skills	261
Mastering Outlook 365 – Advanced (2023)	Business Skills	83
Mastering PowerPoint 365 - Advanced (2023)	Business Skills	120
Mastering Word 365 – Intermediate (2023)	Business Skills	110
Engaging Teams Meetings	Business Skills	46
An Organizational Guide to Diversity and Inclusion	Diversity & Inclusion	38
Brain Bites – Managing Interruptions and Procrastination	Business Skills	32
Brain Bites - Secrets of Chats and Conversations in Teams	Business Skills	24
Brain Bites - Working Across Cultures	Diversity & Inclusion	23
Mastering PowerPoint 365 – Expert (2023)	Business Skills	96
Brain Bites - GDPR Essentials	Employment Liability	25
SharePoint for Site Owners	Business Skills	80
Sharepoint Online Basics	Business Skills	120
SharePoint Online Essentials	Business Skills	30
Brain Bites - Business Accounting Basics, Part 1	Business Skills	23
Brain Bites - Business Accounting Basics, Part 2	Business Skills	25
OneDrive Essentials (2024)	Business Skills	70
OneDrive in 30 Minutes (2024)	Business Skills	32

Learn Course Catalog	Category	Duration
Hybrid Meetings	Business Skills	41
Ethics: Personal Financial Gain by Public Officials	Employment Liability	20
Ethics: Personal Advantages and Perks for Public Officials	Employment Liability	20
Ethics: Governmental Transparency for Public Officials	Employment Liability	20
Ethics: Understanding Fair Processes for Public Officials	Employment Liability	20
Flagger Safety	Health & Safety	60
De-Escalation for Public-Facing Employees	Business Skills	20
Public Speaking	Business Skills	15
Environmental Justice	Diversity & Inclusion	20
Hours of Service	Health & Safety	15
Work Zone Safety	Health & Safety	20
Electrical Safety for Qualified Workers	Health & Safety	20
Workplace Safety: Caught in Between and Struck By Hazards	Health & Safety	15
Tuberculosis: Prevention and Control	Health & Safety	20
CDL Safe Driving: Defensive Driving Techniques	Health & Safety	20
Lab Safety: Exposure Prevention and Response	Health & Safety	20
Managing Emails in Outlook (Classic)	Business Skills	40
Mastering Microsoft Teams - Basics (2024)	Business Skills	105
Mastering PowerPoint 365 - Beginner (2024)	Business Skills	40
AI Business Essentials Part 2: Microsoft Copilot	Business Skills	100
Introduction to Grants	Business Skills	15
PCI Security Standards	Cybersecurity	15
Avoiding Phishing Attempts	Cybersecurity	10
Avoiding Ransomware & Malware Attacks	Cybersecurity	10
Complying with the Gramm-Leach-Bliley Act	Employment Liability	30
Why You Need Cognitive Flexibility	Business Skills	6
A Guide to Healthy Communication	Business Skills	35
Critical Thinking 101	Business Skills	14

Learn Course Catalog	Category	Duration
Civility in the Workplace	Human Capital	20
Situational Leadership	Human Capital	20
Selling You: Follow-Up After the Interview	Business Skills	6
Selling You: Overcoming Objections in an Interview	Business Skills	7

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Harassment Prevention for Supervisors
Harassment Prevention for California Supervisors
Harassment Prevention for Connecticut Supervisors
Harassment Prevention for Delaware Supervisors
Harassment Prevention for Maine Supervisors
Harassment Prevention for New York Supervisors
Harassment Prevention for Connecticut Employees
Harassment Prevention for Illinois Supervisors
Harassment Prevention for Employees
Harassment Prevention for California Employees
Harassment Prevention for Delaware Employees
Harassment Prevention for Maine Employees
Harassment Prevention for New York Employees
Harassment Prevention for Illinois Employees
Courageous Conversations
RISE Up Against Workplace Bullying
The Drug-Free Workplace Act for Supervisors
The Drug-Free Workplace Act for Employees
Focusing on the Customer
Giving Feedback
Determining Your Problem-Solving Style
Defining a Problem
The Family and Medical Leave Act: Supervisor Responsibilities
Ethical Decision Making in the Workplace
Developing a Diversity and Inclusion Program
Bias in Interviewing
Harassment Prevention for Supervisors: Condensed
Harassment Prevention for Employees: Condensed
Antiracism: Challenging Inequity
Managing Unionized Employees
The Family and Medical Leave Act: Qualifying Reasons
FLSA and Minimum Wage Rules
The Remote Manager: Employee Engagement
Employer Responsibilities for Domestic Abuse
Coaching to Develop Motivation
Defining Coaching
Listening Skills
Understanding Skills
Conveying Information
Defining Useful Workplace Feedback
Effective Writing for Business
Title VI of the 1964 Civil Rights Act for Municipalities
Title VI of the 1964 Civil Rights Act for Higher Education

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Title I of ADA for Higher Ed: Reasonable Accommodation
Title I of ADA for Higher Ed: Interactive Process
Title I of ADA: Reasonable Accommodation
Title I of ADA: Interactive Process
Diversity in the Workplace: Diversity for All
USERRA Rights & Supervisor Responsibilities
C.A.R.E. About Implicit Bias
Coaching to Build Skills
Understanding and Preventing Microaggressions
Cultural Competence
Loudermill, Weingarten, and Garrity Rights for Supervisors
Understanding Team Building
Receiving Feedback
The Role of the Supervisor
The Responsibilities of a Manager
Identifying the Characteristics of Change
Identifying Strategies for Making Change Work
How Work Teams React to Change
Analyzing Work Processes
Implementing Process Improvements
Setting Overall Goals
Identifying Performance Standards
Dealing with Bad Behavior
Evaluating Your Workplace Behavior
Introducing Personal Power
Introduction to Lawful Hiring
Hiring Liability: Discrimination
Hiring Liability: Negligent Hiring
Hiring Liability: Improper Background Investigations
Hiring Liability: Misrepresentation & Implied Contracts
Lawful Interviewing: Ask Effective Questions
Lawful Interviewing: Conduct Interviews, Part I
Lawful Interviewing: Conduct Interviews, Part II
The Family and Medical Leave Act: Overview
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FLSA: Employee Classification & Overtime Rules
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Discipline and Termination: Progressive Discipline
Discipline and Termination: Sensitive Subjects
Discipline and Termination: Documenting Discipline
Discipline and Termination: Termination Tips
EEO Laws: An Introduction

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EEO Laws: Supervisor Responsibilities
Title I of ADA: Supervisor Responsibilities
Anti-Bullying Supervisor Training
Emergency Leave Under the FFCRA
Records Retention
Public Records Requests
Challenge Organizational Bias
Dealing with Conflict
Dealing with Aggressive Behavior
Digital Literacy: Basic Technical Fluency for Employees
Workplace Allergies & Sensitivities for Employees
Public Employment Law Fundamentals

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

SUBJECT: Consideration and Approval of the Professional Services Agreement 24-0050Q between Flagler County and Moffatt & Nichol, Inc. (M&N) for Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment Project - Reach III.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: A Request for Statement of Qualifications (RSQ 24-050Q) requested proposals from qualified firms to provide a full range of coastal engineering services for the planned beach and dune re-nourishment project in the area along the northern Flagler County coastline between Washington Oaks Gardens State Park (R15.9) and Varn Park (R-47.9), which is known as Reach 3 in the Beach Management Plan.

On December 16, 2024, the Board approved the Selection Committee's recommended final ranking of Request for Statement of Qualifications 24-050Q, Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment, and authorized staff to negotiate a contract with Moffatt & Nichol, Inc.

Staff have reviewed and negotiated the Scope of Services and Fee submitted by M&N for the proposed project in the amount of $1,907,252. The schedule for the project begins the required field work for the permit application by early summer 2025 and coordination and meetings with the regulatory agencies for the permit application in Fall 2025.

The Scope of Services to be performed by M&N include the following comprehensive tasks for field investigations through environmental permitting, engineering design, and preparation of a complete set of plans and specifications to be used for bidding to secure the project construction contract:

- Task 1: Project Planning, Meetings, and Coordination
- Task 2: Field Work and Data Collection
- Task 3: Coastal Engineering and Metocean Analysis
- Task 4: Borrow Area Analysis
- Task 5: Alternatives Development and Analysis
- Task 6: Planning and Public Outreach
- Task 7: Preliminary Engineering and Schematic Design of Preferred Alternative (30% Design)
- Task 8: Environmental Permitting
- Task 9: NEPA Planning and BOEM Lease Agreement
- Task 10: Design Development (70% Design)
- Task 11: Bid Package (100% Design)

STRATEGIC PLAN:
Focus Area: Growth and Infrastructure

- Goal 2- Protect and Manage Natural Resources
    - Objective EV 2.1.1: Protect and renourish the dunes/beaches

FUNDING INFORMATION: Funding will be provided by the Florida Department of Environmental Protection (FDEP) Agreement 23FL2_A2 Task 4.

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

DEPARTMENT CONTACT: Hamid Tabassian, PE, DBIA, County Engineer (386) 313-4046
Ansley Wren-Key, Ph.D., Coastal Engineering Administrator
(386) 313-4112

RECOMMENDATIONS: Recommend the Board approve the Professional Services Agreement with Moffatt & Nichol, Inc for Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment Project - Reach III in the amount of $1,907,252.

ATTACHMENTS:

1. Professional Services Agreement 24-0050Q

FLAGLER COUNTY, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES
FOR
COASTAL ENGINEERING

RSQ NO. 24-050Q

Flagler County Board of County Commissioners

Andy Dance	Greg Hansen	Kim Carney	Leann Pennington	Pam Richardson
District No.1	District No.2	District No.3	District No.4	District No.5

FLAGLER COUNTY, FLORIDA

PROFESSIONAL SERVICES AGREEMENT FOR COASTAL ENGINEERING

Flagler County Project No. RSQ #24-050Q

This Professional Services Agreement ("Agreement") effective as of the last date executed below (the "Effective Date"), is made and entered into, by and between Flagler County, a political subdivision of the State of Florida, located at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110 (hereinafter referred to as "COUNTY"), and Moffatt & Nichol, Inc., a California profit corporation, with offices located 7899 Baymeadows Way, Suite 300, Jacksonville, FL 32256, (hereinafter referred to as ("CONSULTANT") (collectively, "COUNTY" and "CONSULTANT" are hereinafter referred to as "PARTIES").

WITNESSETH

WHEREAS, the COUNTY issued a Request for Statement of Qualifications for Professional Services RSQ#24-050Q (the "RSQ") seeking proposals for the provision of certain professional work to provide a scope and fee for coastal engineering services (the "Services"); and

WHEREAS the CONSULTANT responded to the RSQ solicitation by submitting a proposal, dated August 20, 2024, which is on file with the COUNTY and incorporated herein by reference; and

WHEREAS the selection and engagement of the CONSULTANT has been made by the County in accordance with the provisions of the RSQ; and

WHEREAS the COUNTY and CONSULTANT now desire to enter into an agreement upon such terms and conditions as are set forth herein to perform the Services as specified in the COUNTY's RSQ, and the CONSULTANT's statement and proposal in response to said RSQ, both of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>SERVICES AND PERFORMANCE</u>

A. The COUNTY does hereby retain the CONSULTANT to furnish the professional Services as are described in Attachment "A", attached hereto and incorporated herein.

B. The CONSULTANT shall provide to, and perform for, the COUNTY such services within Attachment A. The parties may specify the additional schedule of work and other details through the mutual execution of addenda to the Agreement. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. The CONSULTANT shall maintain coordination with the COUNTY staff, through the COUNTY'S designated project manager (the "Project Manager"), and on behalf of the County, with other interested agencies.

C. In the performance of the professional services contemplated by this Agreement, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT further agrees to provide and perform the professional services set forth herein in accordance with the administrative rules promulgated by the Florida Department of Business and Professional Regulation, and any and all laws, statutes, ordinances, codes, rules, regulations, and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT.

D. All professional services shall be performed by the CONSULTANT to the satisfaction of the COUNTY's designated Project Manager, in accordance with the Scope-of-Work, schedule, and description of deliverables mutually developed and executed by the COUNTY and CONSULTANT in Attachment A and as it may be supplemented by addenda or otherwise amended. The decision of the Project Manager regarding satisfactory completion shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such decision, the CONSULTANT furnishes to the Project Manager a written notice of dispute. In the event a decision of the Project Manager is in dispute, the initial remedy shall be review by the County Administrator. In the event a dispute still exists after the County Administrator concludes her review, the parties agree to a non-binding mediation with subsequent appropriate legal proceedings, if required. Pending any settlement or binding decision, appeal or judgment, the CONSULTANT shall proceed diligently with the performance of this Agreement.

E. In the event there are delays in the completion of work authorized and such delays are beyond CONSULTANT'S reasonable control, the COUNTY will grant reasonable time extensions for the completion of the work. The determination regarding reasonable delays shall be made by the Project Manager and shall be final and conclusive, unless the procedures set forth in Paragraph D, above, are utilized.

F. All tracings, plans, specifications, maps, and computer files prepared or obtained under this Agreement, as well as all forms of data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the COUNTY upon completion or termination, and upon payment for services rendered, shall be made available to the COUNTY in a format acceptable to the COUNTY at any time

requested. Upon delivery to the COUNTY of said information, the COUNTY shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT shall not copyright any material and products or patent any invention developed under this Agreement. The COUNTY will have the right to visit the CONSULTANT to inspect the work and/or drawings and/or electronic files or data of the CONSULTANT.

2. PAYMENT.

The CONSULTANT will submit invoices by the tenth calendar day of each month, for the percentage of work completed in the preceding calendar month, along with appropriate back-up documentation in accordance with professional services compensation listed for both projects in Attachment A. The County will pay the monthly invoices in accordance with Florida's Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

3. TERM.

The term of this Agreement shall be from the Effective Date through the date of completion in Attachment "A". In the event the schedule of work authorized in a contract amendment extends beyond the initial term of this Agreement, the Agreement shall remain in full force and effect as to said contract amendment and shall terminate upon completion and acceptance of the work authorized in said contract amendment, as evidenced by a written notice of acceptance, issued by the COUNTY's Project Manager.

4. LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses as required to do business in the State of Florida and the County of Flagler, including, but not limited to, active licenses required by any State Boards, the Florida Department of Business and Professional Regulation, or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

5. PERSONNEL AND SUBCONTRACTING

A. The CONSULTANT shall maintain an adequate and competent professional staff so as to enable the CONSULTANT to perform all professional services requested by the COUNTY in a professional and timely manner, in accordance with this Agreement and the requirements of any addendum agreed to by the parties.

B. In the event the CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with the services covered by this Agreement, the CONSULTANT must secure the prior written approval of the COUNTY unless the work to be performed by the subcontractor or

other professional is specifically detailed in Attachment A.

C. The CONSULTANT agrees to promptly replace any persons in its employ, including sub-consultant(s) or employees thereof, who were engaged by the CONSULTANT to perform professional services pursuant to this Agreement, if the COUNTY requests, with or without cause, that the individuals be stopped from performing professional services under this Agreement.

6. INDEMNIFICATION

A. The CONSULTANT shall, at CONSULTANT'S expense, indemnify and hold harmless the COUNTY, and the COUNTY's officers and employees, from any losses, damages, liabilities, or costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT's or other persons employed or utilized by the CONSULTANT in the performance or nonperformance of services pursuant to this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

B. The foregoing indemnification shall not be construed to constitute agreement by CONSULTANT to indemnify COUNTY for the negligent acts or omissions of COUNTY, its officers, agents, or employees, or third parties. Nothing contained in this Agreement is intended to nor shall constitute a waiver of the County's sovereign immunity.

C. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, ANY DESIGN PROFESSIONAL, AS DEFINED IN SECTION 558.002(7), FLORIDA STATUTES, EMPLOYED BY THE CONSULTANT OR AN AGENT OF THE CONSULTANT IS NOT INDIVIDUALLY LIABLE TO THE COUNTY FOR ECONOMIC DAMAGES, NOT INCLUDING PERSONAL INJURY OR DAMAGES NOT RELATED TO THIS AGREEMENT, RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT, SO LONG AS THE CONSULTANT MAINTAINS THE INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

7. INDEPENDENT CONSULTANT

Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between COUNTY and CONSULTANT, and they are and shall remain independent one as to the other. It is the parties' intention that the CONSULTANT, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

8. TERMINATION

A. The COUNTY may terminate this Agreement, in whole or in part, as set forth below:

1. If the COUNTY determines that the performance of the CONSULTANT is not satisfactory, the COUNTY may notify the CONSULTANT of the deficiency with the requirement that the deficiency be corrected within a specified time, which time shall not be less than ten (10) days nor more than thirty (30) days. If the CONSULTANT fails to timely correct such deficiency, the Agreement may be terminated at the end of such time or at such later time as the COUNTY may determine.
2. The COUNTY may terminate this Agreement in whole or in part, if the CONSULTANT: (1) fails to commence work under this Agreement within the time specified herein or any extension; or (2) fails to properly and timely perform the work specified in Attachment A as agreed with the COUNTY; or (3) performs the services unsuitably or refuses to correct such work; or (4) discontinues prosecution of the services; or (5) fails to resume work which has been suspended within ten (10) days' time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey all applicable codes, laws, ordinances, rules or regulations with respect to the services; or (10) fails to promptly pay its subcontractors and/or suppliers; or (11) breaches any other provision of this Agreement.
3. If the COUNTY desires, at its discretion and for reasons other than unsatisfactory performance of the CONSULTANT, to terminate this Agreement and/or any contract amendment, the COUNTY shall notify the CONSULTANT of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at

which the Agreement is to be terminated. Such notice shall be given not less than thirty (30) days prior to the effective date of such termination.

4. If the Agreement is terminated before performance is completed, the CONSULTANT shall be paid for all services satisfactorily performed. Payment is to be made on the basis of substantiated costs for each task or item of service in process at the time notice of such termination is given.

B. It is understood and agreed that upon termination of this Agreement and payment furnished to CONSULTANT for services rendered, all tracings, plans, specifications, maps, computer files, reports, records, and data of any kind whatsoever, prepared or obtained under this Agreement shall immediately be turned over to the COUNTY.

C. If, after notice of termination it is determined the CONSULTANT was not in default or that the COUNTY is not entitled to the remedies against the CONSULTANT provided herein, then such termination shall be deemed a termination for COUNTY'S convenience and CONSULTANT'S remedies against the COUNTY shall be the same as and limited to those afforded the CONSULTANT under Section 9 below.

9. RIGHT OF SUSPENSION

COUNTY shall have the right to suspend all or any portions of the Services upon giving the CONSULTANT prior written notice of such suspension in accordance with this Agreement. If all or any portion of the Services is so suspended, CONSULTANT'S sole and exclusive remedy shall be to seek an extension to the term of this Agreement. In no event shall the CONSULTANT be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds thirty (30) calendar days, the CONSULTANT shall have the right to terminate the Agreement with respect to that portion of the Services which is subject to the ordered suspension.

10. NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and or administrative overhead expenses, or for any other anticipated income or expenses.

11. ASSIGNMENT/TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an amendment pursuant to Section 20.

12. APPLICABLE LAW/VENUE

This Agreement shall be governed by the ordinances of Flagler County; the laws, rules, and regulations of the State of Florida, procedural and substantive, but not including its conflict of laws provisions or such provisions of any jurisdiction; and applicable federal statutes, rules, and regulations. The venue for any and all litigation arising under this Agreement shall lie in the Seventh Judicial Circuit in and for Flagler County, Florida. The parties expressly waive the right to trial by jury for any dispute arising out of this Agreement.

13. WAIVER OF BREACH

Waiver by the COUNTY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14. INSURANCE COVERAGES

Unless otherwise specified, the COUNSULTANT 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 COUNTY.

Coverage	**Minimum Amounts and Limits**
(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	$ 5,000,000 Annual General Aggregate $ 5,000,000 Products-Comp. Ops Aggregate $ 2,000,000 Each Occurrence $ 1,000,000 Fire Damage $ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned) Option of Split Limits:	$1,000,000 Combined Single Limit
(1.) Bodily Injury	$ 1,000,000 Per Person $ 1,000,000 Per Accident $ 2,000,000 General Aggregate

(2.) Property Damage	$ 1,000,000 Each Occurrence $ 2,000,000 General Aggregate
(d) Professional Liability (when applicable)	$1,000,000 Per Claim $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 insured, as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract, but not including Professional Liability or Worker's Compensation coverage. 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. CONSULTANT shall furnish 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, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Agreement are completed.

Alternatively, in lieu of recurring certificates, the CONSULTANT 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 COUNTY, except that in the event of cancellation for nonpayment of premium 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 Statutes."

The CONSULTANT shall ensure all subcontractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers Compensation law. If using "leased employees" or employees obtained through professional employer organizations (PEO's), the CONSULTANT shall ensure that such employees are covered by Workers' Compensation through the PEO's or other leasing entities and that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida Workers' Compensation law.

The COUNTY will not maintain any insurance on behalf of CONSULTANT covering loss or damage to the work or to any other property of CONSULTANT.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by CONSULTANT are intended to and shall not in any manner limit or qualify the

liabilities or obligations assumed by CONSULTANT under this Agreement.

15. DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

16. REPRESENTATION OF THE COUNTY

The CONSULTANT, in performing the professional services required pursuant to this Agreement and/or any amendment(s) hereto, shall only represent the COUNTY in the manner, and to the extent, as specifically set forth in this Agreement and/or any amendment(s) hereto.

The COUNTY will neither assume nor accept any obligation, commitment, responsibility, or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and/or any amendment(s) hereto.

17. HEADINGS

The headings of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

18. NOTICE AND ADDRESS OF RECORD

All notices pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, certified mail - return receipt requested, postage prepaid and addressed to the following addresses of record of the respective PARTIES:

Flagler County Board of County Commissioners
1769 E. Moody Boulevard, Building 2
Bunnell, Florida 32110
Attention: Flagler County Administrator

Moffatt & Nichol
7899 Baymeadows Way, Suite 300
Jacksonville, Florida 32256

19. CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Section 18 above.

20. INTEGRATION AND AMENDMENTS

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. The covenants, terms, and provisions contained herein may only be amended, altered, and/or modified upon written consent of the parties hereto. In the event of conflicts between the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed amendment(s) shall take precedence.

21. ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

22. PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or sub-consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

23. EQUAL OPPORTUNITY EMPLOYER

CONSULTANT certifies it is an equal opportunity employer, and CONSULTANT does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability, or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals. The CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws and insert similar provisions in all subcontracts for services by this Agreement.

24. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Florida or the United

States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

26. PUBLIC RECORDS

Pursuant to Section 119.0701(2), Florida Statutes, the CONSULTANT 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 CONSULTANT in conjunction with this Agreement. Specifically, the CONSULTANT must:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service, including but not limited to: meeting notes, daily progress reports, correspondence, 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 CONSULTANT 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.

In performing the requirements herein, the CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or to copy public records in possession of the CONSULTANT and consult with the COUNTY to ensure the request is responded to in accordance with the law. The CONSULTANT shall promptly provide the COUNTY with a copy of the CONSULTANT'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 Agreement and to pursue any other remedies against CONSULTANT available in equity or at law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4005, publicrecords@flaglercounty.gov, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, ATTN: ADMINISTRATION, 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

27. E-VERIFY

The CONSULTANT and any subcontractors performing work or providing services pursuant to this Agreement shall utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT and/or subcontractor during the term of the Agreement.

28. MISCELLANEOUS

The CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

29. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide force majeure. For purposes of this Agreement, 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 Agreement only to the extent such performance is actually prevented or precluded by such force majeure.

[This Space Intentionally Left Blank; Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement below.

"COUNTY"

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

By:_____
Tom Bexley, Clerk of the
Circuit Court and Comptroller

By:_____
Andrew S. Dance, Chair

Date:_____

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2025.04.09 17:02:41 -04'00'

Sean S. Moylan, Deputy County Attorney

[Signature Page to Follow.]

MOFFATT & NICHOL, INC.

_____
Signature

_____
Printed Name, Title

Date:_____

ATTEST:

_____
Signature

_____
Printed Name, Title

[Attachment A to Follow.]

moffatt & nichol

7899 Baymeadows Way Suite 300
Jacksonville, FL

(904) 421-7040
www.moffattnichol.com

March 14, 2025

Flagler County
1769 E. Moody Blvd
Bunnell, FL 32110

Attn: Dr. Ansley Wren-Key, PhD, Coastal Engineering Administrator

Subject: **RSQ 24-050Q Northern Flagler County Beach Nourishment Project**
Coastal Engineering Services for Permitting and Design – Scope – Rev 0

Dear Dr. Wren-Key:

Moffatt & Nichol (M&N) appreciates the opportunity to submit this proposal to Flagler County (County) for comprehensive consulting services to support the County with the Northern Flagler County Beach Nourishment Project (Project). This proposal is based on the information provided in the RSQ along with our experience with beach management projects along the east coast of the U.S. and in Florida. The scope includes tasks for field investigations through environmental permitting, engineering design, and preparation of a complete set of plans and specifications to be used by the County for public bidding to secure a construction contract. Our scope is subdivided into the following Tasks:

- Task 1: Project Planning, Meetings, and Coordination
- Task 2: Field Work and Data Collection
- Task 3: Coastal Engineering and Metocean Analysis
- Task 4: Borrow Area Analysis
- Task 5: Alternatives Development and Analysis
- Task 6: Planning and Public Outreach
- Task 7: Preliminary Engineering and Schematic Design of Preferred Alternative (30% Design)
- Task 8: Environmental Permitting
- Task 9: NEPA Planning and BOEM Lease Agreement
- Task 10: Design Development (70% Design)
- Task 11: Bid Package (100% Design)

Project Background

In 2021, the Flagler County Board of County Commissioners approved a Beach Management Plan that provides a framework for management of their 18 miles of coastline for the next 50 years. The plan identified four beach and dune reaches: Reach I is in the City of Flagler Beach spanning R-96 to R-77 and includes federal (USACE) and non-federal segments; Reach II includes the northern portion of the City of Flagler Beach, Town of Beverly Beach, Painters Hill, and Varn Park spanning R-77 to R-48; Reach III includes the northern extent of Varn Park through Washington Oaks Gardens State Park spanning R-48 to R-16; and Reach IV includes Washington Oaks Gardens State Park, Matanzas Shore, and Marineland spanning R-16 to R-1. This Project scope of work includes the permitting and design tasks associated with Reach III.

The Reach III coastline is unique due to its natural coquina rock formations extending from approximately R-1 through R-43.5, covering most of the Project extent. These coquina rock formations are observable in the lower intertidal zones and occur at varying density coverages and extents. Coquina rock below the mean high water (MHW) is considered foraging habitats for juvenile green sea turtles and is also classified as Essential Fish Habitat (EFH) under the Federal Magnuson-Stevens Fishery Conservation and Management Act. Additionally, the State of Florida recognizes these natural rock formations as protected resources occupying submerged sovereign lands, and therefore, regulates activities that may impact these

resources. To date, these coquina rock formations have not been surveyed or characterized for extents, coverage, or habitat value. Avoidance and minimization of hardbottom and other natural resource/habitat impacts are anticipated to drive most of the permitting and design tasks for the Project. In addition, this area of coast has not been historically managed and has not been designated as a "critically eroded shoreline" by FDEP. Limited field data is available for review on coastal processes, storm response and historical project performance.

Task 1: Project Planning, Meetings, and Coordination

M&N will perform project management tasks, including scheduling meetings, as well as coordinating and communicating with the County throughout the execution of the project.

- **Kickoff Meeting:** M&N will participate in a kick-off meeting and site visit to review existing conditions, evaluate interfacing components, determine Project extents and terminations, and confirm Project goals and objectives. Key M&N and subconsultant team members will attend to facilitate Project communication.
- **Progress Meetings:** M&N will organize and participate in up to thirty-six (36) meetings (24 virtual and 12 in-person) with County staff and/or elected officials to discuss various Project details including design considerations, data collection, environmental permitting, development of bid package and other Project-related issues.
- **BOCC Meetings:** M&N will attend up to four (4) Board of County Commissioners (BOCC) meetings to review the state of the project. Prepare meeting support slides related to BOCC meetings. Meetings are anticipated to align with key milestones or as requested by the County.
- **FEMA Meetings:** M&N will organize and participate in up to two (2) virtual meetings with the Federal Emergency Management Agency (FEMA) to review the Project need and purpose and to confirm analysis and design requirements of the beach and dune nourishment for future FEMA reimbursement eligibility.
- **FDEP Critical Erosion Designation Meetings:** M&N will organize and participate in up to four (4) virtual/in-person meetings with Florida Department of Environmental Protection (FDEP) Inlets and Beaches Program to review background erosion rates, coordinate eligibility for classification as a critically eroded shoreline, and coordinate participation in FDEP's Beach Management Funding Assistance Program.

Deliverables:

- Meeting Minutes
- Slide Presentations

Task 2: Field Work and Data Collection

Prior to planning and designing the beach and dune nourishment, M&N will obtain available background data from previous studies and from agencies such as the FDEP and U.S. Army Corps of Engineers (USACE). The M&N team, including M&N subconsultants SurvTech Solutions (SurvTech), Dial Cordy Associates (DCA), and Scientific Environmental Applications (SEA) will plan and conduct field investigations including bathymetric, topographic and benthic surveys, and collect grab samples. This data will be used to shape the overall Project and provide vital information for planning, permitting, and design. All data collection will be completed in accordance with FDEP requirements, and the scientists collecting marine resource data will be pre-approved by the FDEP.

- **Topographic and Bathymetric Survey:** SurvTech will capture the topographic and bathymetric relief of the Project site and nearshore environment. Beach profile (cross section) surveys will be conducted within the Project area to evaluate existing conditions and for estimating dune and beach fill placement volumes. The surveys will span the full Project site from Washington Oaks Gardens State Park to Varn Park. Beach profiles will be obtained with topographic (RTK) and hydrographic

(single beam echosounder) survey equipment from the R- monument east out to approximately 3,000 ft offshore, or an elevation of -30 ft NAVD88, whichever occurs first. Profiles will extend 3,000 ft updrift and downdrift of the proposed beach nourishment extents (R-12 through R-51) and be performed at each R- monument. The beach profiles will be conducted in accordance with "Monitoring Standards for Beach Erosion Control," as published by the FDEP Beaches, Inlets & Ports Program. During the surveying and beach profiles, the occurrence of exposed rock will be noted from the MHW line to -3 ft below the Mean Low Water (MLW) line at 100 ft intervals within the limits of the nearshore hardbottom. The topographic survey will also be performed landward of the shoreline to capture existing conditions including potential access areas and existing dune walkovers and similar structures. Ideally this work will be completed during the summer months to account for optimal weather conditions.

- **Dune and Beach Habitat Mapping and Characterization:** DCA will perform mapping of dune and dry beach habitats occurring within the Project limits using available high-resolution imagery, supplemented with limited reconnaissance surveys by qualified biologists to characterize mapped signatures, identify typical flora and fauna present, and characterize the occurrence, distribution, use and abundance of protected species known to occur in or use these habitats (i.e., gopher tortoises and associated commensals, sea turtles (5 species), and red knot and piping plover). A desktop analysis of available natural heritage database information and from state and federal agencies on habitats and species occurrences will be reviewed and summarized.
- **Nearshore Hardbottom Sidescan and Multibeam Survey:** SurvTech will conduct a sidescan and multibeam survey of the nearshore area from 3,000 ft updrift and downdrift of the proposed beach nourishment extents (R-12 through R-51), extending from just off the beach (-3 ft below MLW) to 2,000 ft offshore. Multibeam transect lines overlap 20% with a maximum swath of 120 degrees. Depth of water will determine spacing of individual transects. Sidescan transects to be spaced approximately 300 ft parallel to the beach. To verify the mapped sidescan signatures, a small towed-video system with RTK navigation will be deployed during the surveying effort. The field data will be post-processed and a detailed map of nearshore hardbottom habitat will be developed. This mapping will quantify the rock location, limits, variability, as well as establish a baseline prior to construction. Following data collection, M&N and DCA will meet with FDEP to discuss the results of the sidescan and multibeam survey to confirm diving survey requirements prior to performing dive surveys or hardbottom characterization.
- **Nearshore Hardbottom Diving Surveys:** DCA will perform scientific surveys of the mapped nearshore rock outcrops in accordance with FDEP and South Atlantic Regional Biological Opinion (SARBO) guidance for nearshore hardbottom surveys. Representative hardbottom features, rock outcroppings, and areas of anthropogenic materials (e.g. rubble, debris, etc.) will be ground-truthed by scientific divers. Quantitative methods will be used to classify and assess the benthic community associated with this habitat. Up to 200 acres of beach rock and nearshore outcroppings are included. Field surveys will include six (6) days of scientific diving to field verify mapped hardbottom signatures and collect information on the physical aspects of the nearshore, intermediate and offshore habitats. Mapping will include the use of a diver towed buoy with a GPS antenna. Resources will be mapped with the dive team navigating along transects, around the edge of each mapped unit, and delineating different hardbottom resource types (persistent vs ephemeral, presence/absence of benthic community). Physical features (relief, substratum type, and sediment distribution) will be collected within each mapped area. Divers will also perform video transects across all mapped resources when visibility allows it per guidance within the FDEP SOP. Biological characterization of the mapped hardbottom resources will include the collection of observations, counts and measurements detailed enough to characterize and classify the biological features of the hardbottom and to delineate their distributions within the study area. Over a four (4)-day period divers will collect and record information on species richness, the abundance and diversity of functional groups, and the presence of dominant species or groups. This information will be used to classify the hardbottom types located with the study area. The presence or absence of listed coral species observed during the survey will also be recorded. Should intermediate and offshore

hardbottom resources found have persistent benthic cover, quadrats and use of the Benthic Ecological Assessment for Marginal Reefs (BEAMR) (Lybolt and Baron, 2006) be performed to characterize the benthic community. All data collection and photo-documentation protocols provided in the FDEP SOP will be followed.

- **Nearshore Hardbottom Characterization:** DCA will compile and evaluate all nearshore hardbottom survey data and prepare a draft resource map deliverable for use in coordination with FDEP and to plan the diving survey. Using the field-collected GPS data from the survey, the resource map deliverable will be finalized. The final resource map deliverable will delineate types of hardbottom resources mapped and identified, their physical limits, indication of physical features and the persistence/exposure of hardbottom. The final resource map will be used in environmental permitting and design.
- **Grab Samples:** SEA will collect three (3) grab samples of native beach sands at every other R-monument throughout the Project site for evaluation. Two (2) samples will be collected on the upper beach with one (1) sample collected in the swash zone. These will be used to further confirm beach compatibility with the borrow material and for use in numerical modeling (Task 5: Alternatives Development and Analysis). All samples will be tested in accordance with FDEP standards including Munsell color, shell content, carbonate, and sieved accordingly.

Deliverables:

- Topographic and Bathymetric Survey: ASCII data (PNEZD format), PDF, CAD, maps, field notes in accordance with FDEP Requirements
- Dune and Beach Habitat Mapping Report
- Nearshore Hardbottom Sidescan and Multibeam Survey: Sidescan and multibeam survey data and towed video
- Nearshore Hardbottom Diving Survey and Characterization Report
- Grab sample sediment testing results

Dependencies and Exclusions:

- The County will provide access to the beach areas. M&N will provide appropriate notices of all field operations for distribution to residents, etc. by the County as appropriate. Regular updates will be provided.
- Field work is most efficiently conducted between April and September. Depending on the Project's start date, adverse weather conditions may delay data collection, potentially affecting the overall schedule.
- The Project requires an expansion of the offshore borrow area allocated to the County (non-Federal sponsor), using existing geotechnical, geophysical, bathymetric, and cultural resource survey data collected by or for the USACE or County. No additional offshore data collection, analysis, or evaluation beyond what is proposed herein is included.
- Nearshore hardbottom diving and characterization surveys are scoped in accordance with current FDEP SOPs. M&N and DCA will meet with FDEP to discuss the results of the sidescan and multibeam survey to confirm diving survey requirements prior to performing dive surveys or hardbottom characterization. If FDEP requires hardbottom diving or characterization surveys that differ from the FDEP SOPs, or if results of the sidescan and multibeam survey suggest hardbottom diving and characterization surveys beyond the areal extents or field days specified, rescoping may be required.
- Nearshore hardbottom diving and characterization surveys do not include any weather days due to the short duration. Scheduling these surveys will be dependent on the weather.
- Field work assumes the ability to drive a truck, ATV, UTV, or similar vehicle onto the beach to facilitate data collection.
- No environmental sampling for Phase I/II Environmental Site Assessments are included.

- This scope does not include a cultural resource assessment.
- No negotiation of setbacks, right-of-way, restrictive covenants, or other easement creation, vacation, variance, consistency of use determination negotiations, or vacations are included in this scope of work.
- Underground utility location services are not included.
- Tree disposition and related surveys are not included.
- Terrestrial hardbottom probing surveys are not included.

Task 3: Coastal Engineering Analysis

A significant amount of effort has already been performed for the 2022 Beach and Dune Management Plan to characterize the coastal conditions along the County shoreline. This includes water levels, winds and waves, storm history, and sea level rise. Minimal gaps are anticipated; however, coastal process conditions should be updated to capture events since publication of this management plan.

These previous efforts streamline and reduce the amount of analysis needed to support this Project. Due to the nearshore hardbottom, and the associated regulatory requirements, the analysis needed to support this Project is anticipated to be limited to confirming the level of storm protection it is feasible to provide in the design, while avoiding and minimizing impacts to protected resources.

- **MetOcean Analysis Technical Memorandum:** Update water levels, winds, offshore waves, storm history, etc. since the publication of the 2022 Beach and Dune Management Study (or other publication) using existing data.
- **Background Erosion:** Combining new survey data with previous survey data, M&N will evaluate the beach and dune conditions as well as update background erosion rates. These rates will be used to define the project's spatial layout and serve as evidence if thresholds are achieved to become classified by FDEP as a Critically Eroded Shoreline.
- **Critically Eroded Shoreline Technical Memorandum:** M&N will summarize the results of the background erosion rates and complete analyses to seek the designation of a “critically eroded shoreline” within the Project area. FDEP, pursuant to rule 62B-36.002(5), Florida Administrative Code (F.A.C.), defines “critically eroded shoreline” as, “a segment of the shoreline where natural processes or human activity have caused or contributed to erosion and recession of the beach or dune system to such a degree that upland development, recreational interests, wildlife habitat, or important cultural resources are threatened or lost.” M&N will provide a Critically Eroded Shoreline Technical Memorandum to the FDEP to initiate the designation process. Additionally, M&N will coordinate with FDEP through the designation process.

Deliverables:

- MetOcean Analysis Technical Memorandum
- Critically Eroded Shoreline Technical Memorandum

Dependencies and Exclusions:

- MetOcean Analysis Technical Memorandum is intended to update environmental conditions such as winds, waves, storm history, etc. that may influence the analysis or design of the project. Select sections of the 2022 Beach and Dune Management Study (or other publication) will be referenced and updated as necessary, but an overall update to the 2022 Beach and Dune Management Study (or other publication) to include alternative development and evaluation, beach management concept performance assessment, project cost analysis, cost sharing analysis and opportunities, funding requirements, etc. will not be performed.
- M&N will seek to classify the Project area as a “critically eroded shoreline” from FDEP. This classification is dependent on FDEP’s review and consideration. M&N cannot and will not guarantee the classification of the Project area as a “critically eroded shoreline”.

Task 4: Borrow Area Analysis

M&N will review viable upland and offshore sand sources that may be proposed as borrow sites. All potential borrow sources proposed for beach nourishment must be compatible with native sand along the Project site.

- **Upland Borrow Area Investigation:** M&N will review five existing, previously permitted, FDEP-approved upland sand sources within reasonable travel distances to the project site. These include Independent North – Jahna, Davenport – Cemex, Goldhead – Vulcan, Keuka – Vulcan, and Grandin – Vulcan. At a minimum, these will be reviewed for material quality and quantities. It is assumed that existing upland borrow areas have relevant data to confirm beach compatibility, sediment toxicity, and FDEP-approval and will provide physical samples, if necessary, for FDEP visual inspection. No new data is anticipated to be collected.
- **Offshore Borrow Area Delineation:** SEA will compile existing data pertaining to the USACE-identified Area 3A borrow area. This data is anticipated to include existing multibeam bathymetry, geophysical surveys (seismic sub-bottom, sidescan, and magnetometer) and geotechnical data (vibracores). Borrow area to be delineated and volumes estimated. Using this data, SEA will define cross sectional transects, construct lithologic cross sections illustrating sediment distribution, stratigraphic relationships, and key depositional features. GIS and geological modeling software will be used to interpolate and generate 3D stratigraphic models and create visual renderings of sediment layers to illustrate spatial variability and estimate volume of beach quality sands. This data will be cross-checked against core logs and known geologic data. M&N will coordinate with SEA and develop dredge cut elevations and extents. Extensive coordination with the USACE and BOEM will be conducted as it relates to borrow area design, compliance with federal consultations with THPO, NOAA Fisheries/National Marine Fisheries Service (NMFS). This scope assumes the data from other sources is sufficient for analysis and offshore borrow area field investigations are not budgeted.
- **Sand Compatibility Analysis:** SEA will compile grab sample data from new and previous sampling efforts of the native beach and compare against the geotechnical data from upland and offshore borrow sources. A compatibility analysis will be performed to confirm sand from the proposed borrow area (s) is compatible with the native material. SEA will summarize the results of the compatibility analysis into a technical memorandum.
- **Borrow Area Technical Memorandum:** M&N will summarize the results of the upland and offshore borrow areas into a technical memorandum. This document will include delineation of the borrow area limits along with preliminary buffer zones from marine resources or other avoidance areas that may be identified in previously collected data or reports. The quantity of beach compatible sand will be estimated within the delineation of the borrow area. Recommendations regarding the need for rock screening or other processes will be provided as applicable.

Deliverables:

- Borrow Area Technical Memorandum
- Offshore Borrow Area Evaluation to include lithologic cross-sections with detailed annotations and stratigraphic interpretations; 3D visualization plots of sediment distribution; recommended location and dimensions of borrow cuts and estimated volumes within each cut; and summary of methodology, findings, and implications for sand mining potential
- Sand Compatibility Technical Memorandum

Dependencies and Exclusions:

- The County acknowledges and accepts the general characteristics (grain size, silt/fines content, color, shell content, texture, etc.) of sediments found in offshore borrow Area 3A and previously

evaluated upland borrow sources, as well as their similarities and differences compared to the existing sands in Flagler County.

- The County is to provide native data formats associated with the offshore borrow area including, but not limited to multibeam bathymetry, geophysical surveys (seismic sub-bottom, sidescan, and magnetometer) and geotechnical data (vibracores). No new data for the offshore borrow area will be collected.
- Schedules are dependent on timely receipt of historical data in the correct formats for the analysis. Coordination with the County or other agencies on data formatting, collection, etc. is not included.

Task 5: Alternatives Development and Analysis

M&N will develop beach and dune nourishment alternatives for the Project shoreline. The alternatives analysis will consider existing beach conditions, County goals, nearshore hardbottom, environmental constraints, upland development, and adjacent shorelines.

- **Alternative Development:** M&N will review existing data and reports to develop up to three (3) alternatives for evaluation using varying cross-sections and fill densities. Due to the nearshore hardbottom variation, cross-sections and fill densities are likely to vary throughout the Project extents. Prior to evaluation, M&N will coordinate with the County to confirm alternative goals, extents, potential impacts, and similar.
- **Wave Modeling:** M&N will develop a regional spectral wave model using the MIKE 21 FM Spectral Wave (SW) model (or equivalent) for wave transformation from offshore to nearshore. A 10-year time series of waves will be transformed from offshore to nearshore. Offshore waves from the MetOcean analysis conducted under Task 3: Coastal Engineering Analysis will be utilized as input and boundary conditions for modeling.
- **Shoreline Evolution Numerical Modeling:** M&N will perform shoreline evolution modeling to simulate shoreline changes and longshore sediment transport rates using the MIKE 21 Shoreline Morphology model (or equivalent). The MIKE 21 Shoreline Morphology model combines a 2D description of the waves, hydrodynamics and sediment transport with a one-line description of the shoreline position. The shoreline morphology model is suited to long term predictions of shoreline morphology. The shoreline morphology model will be checked against historical shoreline and profile data. The shoreline model will be used to evaluate shoreline changes for the proposed alternatives and estimate potential project life (i.e. renourishment intervals). This modeling accounts for beach management activities updrift, and the placement of “feeder beaches” can be simulated.
- **Cross-Shore Numerical Modeling:** M&N will perform cross-shore modeling using the XBEACH or similar numerical model to quantitatively compare the storm protection potential from alternatives as well as evaluate the equilibrium toe of fill (ETOF). Models will include future without project (FWOP) as well as each of the alternatives developed. The XBEACH model was developed to simulate 1D/2D hydrodynamic processes and impacts on sandy coasts with a domain size of kilometers and on the time scale of storms. The model includes the hydrodynamic processes of short wave and long wave transformation. The morphodynamic processes include bed load and suspended sediment transport, dune face avalanching, bed update and breaching. The cross-shore modeling will be calibrated using historical beach profiles after storms.
- **Equilibrium Toe of Fill (ETOF) Analysis:** M&N will evaluate the ETOF and develop the beach and dune nourishment design to evaluate potential impacts to nearshore ecological resources based upon the anticipated fill volume and fill densities. The FDEP requires the ETOF analysis to be performed utilizing at least two (2) independent, accepted industry methods. For this Project, M&N proposes to use 1) the numerical model method (XBEACH or similar); and 2) the Modified Dean method. The analysis will incorporate sand properties from both the existing beach sand and the proposed sand source(s). The ETOF will be evaluated based upon the delineated hardbottom boundaries. The beach and dune nourishment templates will be further refined based on the analyzed ETOF results. The methods and results of the modeling will be incorporated into the

Alternatives Analysis Technical Memorandum which will include defining the ETOF for the Project area. This report will be required to be submitted to the agencies as part of the permitting process.

- **Alternatives Analysis Technical Memorandum:** M&N will summarize the results of the alternatives development and qualitative and quantitative analysis of impacts into a technical memorandum. This memorandum will also be incorporated into the EA.

Deliverables:

- Alternative Development Technical Memorandum to include appendix with model calibration summary to meet requirements of FDEP.

Dependencies and Exclusions:

- Wave modeling, shoreline evolution modeling, cross-shore modeling, and ETOF analysis requirements have been based on recent discussions with FDEP. Changes to FDEP-accepted practices, procedures, methodologies, etc. regarding evaluation of beach and dune nourishment projects and/or impacts to hardbottom (including potential, assumed, and anticipated impacts) may require a scope change. M&N will coordinate with FDEP throughout the development of this task to ensure acceptability and timely feedback.
- Calibration of numerical modeling is limited to available historical data. Since the area has not been managed in the past, data may be limited.
- Scope does not include the deployment of oceanographic measuring equipment such as wave gauges, etc.

Task 6: Public Outreach

M&N will develop a comprehensive public outreach campaign to ensure transparency, gather valuable community input, and foster support for the project. By proactively communicating with stakeholders, addressing concerns, and proving clear, accessible information, we can build trust and encourage meaningful participation.

- **Public Involvement Plan:** In close collaboration with the County, M&N will prepare a comprehensive Public Involvement Plan (PIP). This PIP will detail all aspects of the public engagement process including:
    - Date ranges of public engagement sessions and their respective campaigns and in-person and/or virtual public meetings.
    - Approach to in-person and/or virtual meetings and archival for public review.
    - Approach to public awareness and engagement sessions. This will include the County's preferred communication method(s) (e.g., email blasts, print, social media, the County's Communications Office, and/or other sources).
    - Graphics, as applicable, to accompany meeting announcements, which can be distributed through the County's website, Facebook ads, and the County's various outreach channels (email, social media, etc.).
    - Draft press release to announce the project to the public.
- **Public Engagement Period 1:** M&N will hold the first of two public engagement periods. Ideally, this engagement period occurs during Task 5: Alternatives Development and Analysis to incorporate feedback prior to selecting the preferred alternative. This first public engagement period will be designed to create a collective understanding about the issues and opportunities facing the County and open channels of dialogue as to the best ways to address and balance these over time. Meetings will be designed to be interactive with graphic boards and/or maps to facilitate in-person discussions. M&N's recommended approach for this and each public engagement period is to:

- Host up to two (2) in-person public meetings over the course of the public engagement period. One meeting could be held during the evening and the other meeting in the morning or early afternoon, to increase the opportunity for different groups of residents to participate. Each session will be approximately two hours long.
- Specific topics include project introduction, context within the adjacent projects, background, scope, preliminary findings/challenges, preliminary considerations for design alternatives. Prepare project information posters to be used as display boards during the public meeting.

- **Public Engagement Period 2:** M&N will hold the second of two public engagement periods. For this second public engagement period, M&N will provide the County with project material to update their website. The goal of the second public engagement period will be to summarize the efforts and public comment incorporation into the preferred design alternative. Ideally, this engagement period occurs during the early stages of Task 8: Environmental Permitting, prior to permit package submissions. This timeframe is critical to proactively address any potential concerns that may be fielded during the permitting public comment periods. Additional topics will include: potential staging/stockpiling/access locations, maintenance of traffic, disruption of business and residents, hardbottom impacts/avoidance, and similar. Up to two (2) in-person and/or virtual public meetings and other activities will occur in a similar fashion and number as provided under public engagement period one.
- **Website and Digital Content Development.** M&N will develop content for the County to publish to their website and for the County's use in their social media communications. Four rounds of publication of the project states are anticipated, as follows:

  - After the kick-off meeting (Task 1: Project Planning, Meetings, and Coordination) of the project (generally a "coming soon" announcement page about the project and outreach effort calendar of events);
  - Public Engagement Period 1: Project introduction, background, scope, preliminary findings/challenges, preliminary considerations for design alternatives during Task 5: Alternatives Development and Analysis).
  - Public Engagement Period 2: Project status and progress at the early stages of permitting (Task 8: Environmental Permitting), including a summary of the preferred design alternative and reviewed alternatives.
  - The final project design with links to the overall final plan and all other public facing deliverables. Typically, this is recommended to occur during the Design Development task (Task 10: Design Development).

Deliverables:

- Public Involvement Plan
- Public Engagement 1 – Presentation and Poster Boards
- Public Engagement 2 – Presentation and Poster Boards
- Narratives and graphics for updates to the County website and social media platforms

Dependences and Exclusions:

- Assumes two in-person meetings, two hours each, per Public Engagement period.
- Website and digital content development are limited to drawings, infographics, and narratives developed for tasks proposed herein. Artistic renderings, 3D terrain models, and similar are not included.

Task 7: Preliminary Engineering and Schematic Design of Preferred Alternative (30% Design)

Pending results of alternatives development and analysis as well as the planning and public outreach tasks, M&N will develop the preferred alternative towards schematic design (30% design), suitable for initiating environmental permitting.

- **Schematic Drawings:** Schematic design to include determining the appropriate beach fill crest elevations, widths, and slopes of beach nourishment and dune features. Drawings to include the following:
    - Cover sheet
    - General Notes
    - Existing conditions
    - Beach fill overall site plan – to include borrow area and pipeline corridor
    - Beach fill plans – at appropriate scale
    - Beach fill cross sections
    - Borrow area plan and sections
    - Dune vegetation plan and details
- **Opinion of Probable Construction Cost (OPCC):** An Association for the Advancement of Cost Engineering (AACE) Class IV OPCC will be developed based on the Project details, complexity of construction, and estimated quantities.
- **Preliminary Engineering Technical Memorandum:** M&N will provide a narrative description of the anticipated construction method, sequence, and construction timeline. The memorandum will include the schematic drawings and OPCC.

Deliverables:

- Preliminary Engineering Technical Memorandum
- Schematic drawings – 22 X 34 sheets, (11x17 half scale)
- AACE Class IV OPCC – spreadsheet format

Task 8: Environmental Permitting

Task 8.1 Permit Application

M&N will prepare the applications and/or supporting documentation for processing environmental permits through the US Army Corps of Engineers (USACE) and FDEP and coordinate with the agencies in a proactive manner to anticipate regulators' potential questions or concerns. The following sections describe the process required to prepare the permits anticipated for this Project.

- **Pre-Application Meetings:** M&N will coordinate pre-application consultation discussions with USACE and FDEP staff to present the Project and obtain feedback regarding apparent Project compliance with key regulatory criteria. One federal and one state meeting are anticipated (separate meetings are assumed). Meetings will be held virtually. These meetings will provide valuable feedback to inform the design, permitting and construction planning processes moving forward. The purpose of the meetings will be to review the proposed purpose and need for the project, discuss regulatory requirements, and provide a general overview of the proposed surveys, investigations, and modelling/design approach. The feedback received will be incorporated into the permit applications. M&N will provide a meeting summary following the meeting.
- **Permit Applications Development and Submittal:** M&N will prepare comprehensive permit application packages for submittal to USACE (Individual Permit, IP) and FDEP (Joint Coastal Permit, JCP) for the proposed Project. M&N will draft both federal and state application forms and supplemental information. These application packages will be submitted to the County for review and signature. The applications will include the following:
    - USACE Individual Permit application and required supplemental information
        - Federal authorization includes: Clean Water Act Section 404, Section 408 Clearance Letter, Rivers and Harbors Act Section 10, Endangered Species Act (Section 7), Marine Mammal Protection Act (MMPA), Endangered Species Act (Section 7), Magnuson-Stevens Fisheries Act, Section 106 Historic Preservation Act

    - Desktop and survey information generated from this scope will be included
  - FDEP JCP application and required supplemental information
    - State authorization includes: Environmental Resource Permit, Section 401 Water Quality Certification, Sovereignty Submerged Lands Authorization (SSLA), and Coastal Zone Management Act Consistency
    - Desktop and survey information generated from this scope will be included

Deliverables:

- Pre-Application Meeting Electronic Requests with required Project information forms - one (1) for USACE and one (1) - FDEP
- Pre-application Virtual Meetings with federal and state lead permitting agencies - one (1) for USACE and one (1) - FDEP
- Regulatory Meeting Summaries – two (2)
- Draft Permit Application Packages - one (1) for USACE and one (1) - FDEP
- Final Permit Application Packages
  - USACE Individual Permit Application
  - FDEP Joint Coastal Permit Application

Dependences and Exclusions:

- This scope assumes that the County will pay all permit application fees and will coordinate and pay for publication of Public Notice of FDEP JCP issuance in a local newspaper of general circulation pursuant to Ch. 120 of the Florida Administrative Code (F.A.C.).
- The final beach and dune design will be determined based on the results of the nearshore hardbottom and other surveys outlined in this scope. It is assumed that impacts to nearshore hardbottom and other regulated resources will be avoided or minimized sufficiently to prevent agency requirements for mitigation. Resource surveys and assessments not specified herein are not included. Mitigation assessment, negotiation, or associated design efforts are not included.
- This scope does not include a survey if required for issuance of an FDEP Sovereignty Submerged Lands Lease and/or Easement. Survey boundaries will be determined based on the preferred alternative selected, including any pipeline corridors that may be necessary for placement activities.
- The county will secure all upland access, riparian interests, and consent of use required to support regulatory authorizations and Project implementation.
- This scope does not include an intensive cultural resource field survey and assessment. If potential cultural resources are identified through application development and/or agency coordination, additional investigations would be performed under a separate scope of services. Provided there is no indication of cultural resources within the Project area, a letter will be issued to support a finding of No Effect under the NEPA process and Section 106 of the National Historic Preservation Act.
- This scope does not include a dune mitigation plan. It is assumed that the Project activities are considered a net benefit and are self-mitigating.
- This scope does not include a turbidity mixing zone evaluation or biological monitoring plan.
- Scope does not include any habitat functional/mitigation assessments or design alternatives analysis for impact minimization beyond the Environmental Assessment to be completed under Task 9.
- The Project requires an expansion of the offshore borrow area allocated to the County (non-Federal sponsor), using existing geotechnical, geophysical, bathymetric, and cultural resource survey data collected by or for the USACE or County. No additional offshore data collection, analysis, or evaluation beyond what is proposed herein is included.

- Scope does not include during- and post-construction permit compliance tasks; these will be addressed under separate scope once the project design, construction schedule, permit conditions, etc. are known.

Task 8.2: Post-Application Permitting Coordination

M&N will process the submitted applications to the USACE and FDEP. M&N will proactively engage the agencies in every step of the process to respond quickly to any questions and formal Requests for Additional Information (RAI). M&N will prepare responses, as coordinated with the County, in a timely manner. The permit processing scope is further outlined below:

- **Agency Coordination:** M&N will maintain regular communication with regulators to ensure efficient processing of permit applications. M&N will respond to interim or unofficial requests from regulators in order to reduce the extent of RAIs.
- **RAI Responses:** M&N will prepare comprehensive responses to two (2) USACE and 2 FDEP RAIs. RAI responses will be submitted to the County for review and concurrence. Following County review and concurrence, M&N will coordinate a virtual meeting (as is recommended by the agencies) with the permit agencies to review the response and modify as deemed necessary. M&N will incorporate any feedback necessary and formally submit the RAI response.

Deliverables:

- Draft Response to RAI - two (2) for USACE and two (2) for FDEP
- Virtual meetings with regulators to review drafted RAI response - two (2) for USACE and two (2) for FDEP
- Update and submit final response to RAI - two (2) for USACE and two (2) for FDEP

Dependences and Exclusions:

- Responses to RAIs will be limited to brief supplementary analyses, compiling existing data, and clarifying descriptions based on the permit application narratives and appendices. RAIs requiring information beyond these parameters are not included in this scope.
- Scope assumes there will be no third-party objections to the project including no submittal of request for public hearing to the USACE and no petition for Administrative Hearing pursuant to Ch. 120, F.A.C.
- M&N does not guarantee the issuance of permits for a specific project design nor a specific schedule due to the variety of regulatory permitting variables which are outside our immediate control.

Task 9: NEPA Planning and BOEM Lease Agreement

M&N will coordinate with the County and the Bureau of Ocean and Energy Management (BOEM) to establish a lease agreement for use of an offshore borrow source (Borrow Area 3A) in Federal waters.

M&N will coordinate closely with BOEM and the USACE to develop and conduct a joint Federal review process for compliance with the National Environmental Policy Act (NEPA).

In support of NEPA, M&N will prepare the necessary technical environmental documentation to support compliance with federal authorization:

- **Environmental Assessment**: M&N will prepare an Environmental Assessment (EA) in accordance with NEPA regulations to evaluate the potential impacts of the Project to environmental resources.
- **Essential Fish Habitat Assessment:** DCA will prepare an Essential Fish Habitat (EFH) Assessment in accordance with the Magnuson-Stevens Fishery Conservation and Management

Act of 1979 that addresses potential Project effects on federally managed fisheries and associated EFH and Habitat Areas of Potential Concern (HAPC) habitats that may occur in the vicinity of the Project area. The assessment will address all applicable species that are managed by the South Atlantic Fisheries Management Council and NMFS.

- **Biological Assessment:** DCA will prepare a Biological Assessment (BA) in accordance with ESA Section 7 procedures and guidelines and will address the effects of proposed project on federally listed species occurring within the Project area.
- **South Atlantic Regional Biological Opinion (SARBO) Assessment:** M&N will perform a compliance assessment of the SARBO to include all applicable Project Design Criteria (PDC), Terms and Conditions, and Reasonable and Prudent Measures.
- **Munitions and Explosives of Concern (MEC) Assessment:** M&N will develop a MEC Assessment to evaluate the risk of MEC encounters during the dredging and placement activities. M&N will coordinate with BOEM and the USACE to develop measures to mitigate risk of MEC encounters, which may include screening of dredged sediment and/or observation by qualified Ordnance and Explosive Safety Specialist (OESS) prior to placement.
- **Section 106 of the National Historic Preservation Act:** M&N will coordinate with BOEM and the USACE on the development of a Section 106 package to support Section 106 consultation with the State and Tribal Historic Offices. Determinations relative to historic resource impacts both in the borrow area and on the beach will be subject to coordination with State Historic Preservation Officer, those federally recognized tribes with concerns in Florida and the Permit Area, and other interested parties.
- **Potential Impacts:** M&N will work directly with DCA and state and federal agencies to evaluate nearshore hardbottom and potential effects related to dredge operations, use of federal borrow source, placement activities and vessel transit corridors.

M&N will hold regular meetings with state and federal regulatory agencies prior to submission of the technical documents. Additional meetings with regulatory agencies will be held and responses to RAIs will be provided to facilitate the NEPA and lease agreement process.

Deliverables:

- Federal Agency Coordination Meeting Summaries
- Essential Fish Habitat Assessment
- Environmental Assessment
- Biological Assessment
- Section 106 Consultation Package
- MEC Assessment
- BOEM Non-Competitive Negotiated Agreement (NNA) Lease Application Package
- Environmental Compliance Matrix

Dependences and Exclusions:

- The final beach and dune design will be determined based on the results of the nearshore hardbottom and other surveys outlined in this scope. It is assumed that impacts to nearshore hardbottom and other regulated resources will be avoided or minimized sufficiently to prevent agency requirements for mitigation. Resource surveys and assessments not specified herein are not included. Mitigation assessment, negotiation, or associated design efforts are not included.
- This scope does not include the preparation of an Environmental Impact Statement (EIS).
- This scope does not include a turbidity mixing zone evaluation or biological monitoring plan.
- Responses to RAI will be limited to brief supplementary analyses, compiling existing data, and clarifying descriptions based on the permit application narratives and appendices. RAIs requiring information beyond these parameters are not included in this scope.

- Scope does not include habitat impact assessments and state and federally required mitigation assessments.
- It is assumed that all supporting documents submitted to federal agencies will comply with Section 508 of the Rehabilitation Act of 1973 which ensures that digital content is accessible to individuals with disabilities.

Task 10: Design Development (70% Design)

M&N will develop a 70% design package of drawings, technical specifications, bid form, and OPCC. Comments, changes, and feedback received during the schematic design and/or during the environmental permitting process will be incorporated into the 70% design.

- **70% Design Drawings:** Detailed design to consist of further detailed drawing sheets, general notes, plans, sections and details that were outlined in the schematic design task. The drawings will include updated overall site plan, beach and dune nourishment template, borrow area template, pipeline corridor(s), dune planting template and details, cross sections, staging and access details, and plan detail sheets. Beach/dune fill volumes and borrow area quantities will be calculated utilizing digital terrain model (DTM) methods.
- **Technical Specifications:** Technical specifications will be developed in Construction Specifications Institute (CSI) format. Anticipated sections include measurement/payment, turbidity monitoring, environmental protection, and beach fill placement.
- **Bid Form:** A bid form will be developed using the Engineers Joint Documents Committee Design and Construction Related Documents (EJCDC) template or County-provided template.
- **OPCC:** An AACE Class III OPCC will be developed based on the Project details, complexity of construction, and estimated quantities.

Deliverables:

- 70% Design Drawings – 22 X 34 (11x17 half scale)
- Technical Specifications
- EJCDC Bid Form – tabular format
- AACE Class III OPCC– spreadsheet format

Dependences and Exclusions:

- The scope assumes no major design modifications, such as increasing or changing the footprint of proposed activities or altering construction materials/methodologies after permit applications have been prepared or submitted.
- The scope assumes that no mitigation design will be required.
- It is assumed that the Project will be advertised and constructed as a standalone project.

Task 11: Bid Package (100% Design)

M&N will develop a bid package (100% design) of plans, front end documents, bid form, technical specifications, special conditions, permits, supplemental data, and recommended contractor qualifications. Comments, changes, and feedback received during the 70% design and/or final environmental permits will be incorporated into the bid package.

- **100% Design Drawings:** Bid drawings will be further detailed and progressed from the 70% design to the 100% level of design. The drawings will be compiled into a set “Issued for Bid” drawings and will be sufficient for soliciting bids from qualified contractors.
- **Technical Specifications:** Technical specifications will be developed in the Construction Specifications Institute (CSI) format. Anticipated sections include measurement/payment, turbidity monitoring, environmental protection, and beach fill placement.

- **Front End Documents:** M&N will review and incorporate County-provided front end documents including bidding procedures, instructions to bidders, bid and performance bond requirements, and construction contracting templates.
- **Appendices:** M&N will incorporate supplementary information into the bid package to include approved environmental permits, geotechnical data, and similar supplementary information.
- **OPCC:** The AACE Class III OPCC developed at 70% design will be updated to reflect up to date labor and equipment rates and any changes to the project details, complexity of construction, and estimated quantities.
- **Comprehensive Bid Package:** M&N will compile a comprehensive bid package including the bid drawings, technical specifications, front end documents, bid form, and appendices.
- **Recommended Contractor Qualifications:** M&N will prepare a technical letter summarizing recommended contractor qualifications.

Deliverables:

- Bid Drawings – 22 X 34 sheets (11x17 half scale)
- Technical Specifications
- EJCDC bid form – as applicable
- Appendices – as applicable
- AACE Class III OPCC – spreadsheet format
- Comprehensive Bid Package
- Recommended Contractor Qualifications

Dependences and Exclusions:

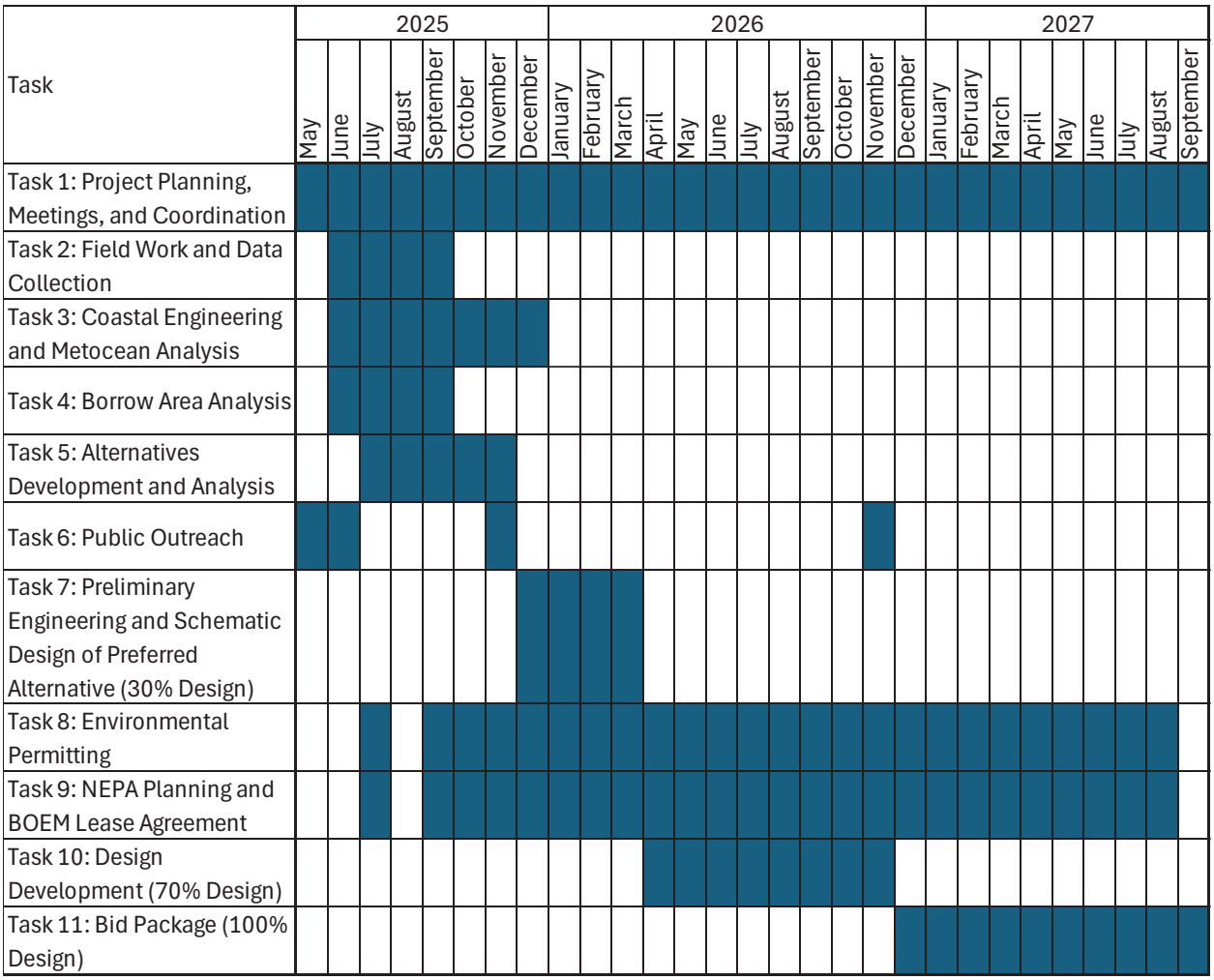
- The scope assumes no major design modifications, such as increasing or changing the footprint of proposed activities or altering construction materials/methodologies after permit applications have been prepared or submitted.
- The scope assumes that no mitigation design will be required.
- It is assumed that the Project will be advertised and constructed as a standalone project.
- It is assumed that the County will provide front end documents for M&N review and inclusion into the bid package.

Project Dependencies and Exclusions

- It is assumed that no third-party objections to the Project will arise that would necessitate additional data collection, alternative analyses, design changes, meetings, or extra efforts.
- This scope covers services through permitting and bid drawings only; it does not include bidding services, pre-construction meetings, pre-construction surveys, construction administration and inspection, permit administration or monitoring/compliance services during or after construction. A proposal for these additional services can be provided once the Project permits and associated conditions are finalized.
- This scope does not include an Erosion Control Line (ECL) survey or associated public workshop/hearing. Depending on the final location and extents of the Project features in relation to the Mean High Water Line (MHWL), an Erosion Control Line survey and public workshop/hearing may be required.
- The County will supply all required access agreements for executing project tasks.
- All deliverables are to be submitted as one (1) draft and one (1) final submittal, unless otherwise noted. One round of revisions between draft and final submittals has been assumed.
    - Reports, memorandums, technical notes, technical specifications, and similar narrative deliverables to be submitted in PDF format.
    - Drawings and plans to be submitted in PDF formats.
    - Survey data to be provided in native or processed formats as specified.
    - Presentation slides to be provided in PDF format.

Project Schedule

The proposed schedule for the completion of tasks as outlined in this proposal has been estimated at 29 months from a Notice to Proceed via a fully executed contract. The approximate duration for each task, including relationships with interfacing task dependencies, is provided below.



This schedule assumes an 18 month schedule (from permit application submission) for issuance of state and federal permits and issuance of a BOEM non-negotiated lease agreement, which is highly dependent on regulatory variables outside our immediate control.

Fees

Professional engineering fees for the above referenced services are summarized in the table below. M&N will invoice each month on a percentage completed basis for lump sum tasks and on a per hour basis for time & materials tasks. This proposal is valid for sixty (60) days from the date on proposal cover sheet.

Task	Description	Type	Subcontractor Fees	M&N Fees
1	Project Planning, Meetings, and Coordination	Lump Sum		$125,614
2	Field Work and Data Collection	Lump Sum		$27,010
	SurvTech - Topographic and Bathymetric Survey	*Lump Sum*	*$98,767*	
	SurvTech - Sidescan and Multibeam Survey	*Lump Sum*	*$217,669*	
	DCA - Dune and Beach Habitat Mapping	*Lump Sum*	*$19,791*	
	DCA - Hardbottom Diving and Characterization	*Lump Sum*	*$143,561*	
	SEA - Grab Samples and Testing	*Lump Sum*	*$8,580*	
3	Coastal Engineering Analysis	Lump Sum		$46,414
4	Borrow Area Analysis	Lump Sum		$35,855
	SEA - Borrow Area Analysis	*Lump Sum*	*$26,125*	
	SEA - Sand Compatibility Analysis	*Lump Sum*	*$12,045*	
5	Alternatives Development and Analysis	Lump Sum		$219,082
6	Public Outreach	Lump Sum		$47,680
7	Preliminary Engineering and Schematic Design of Preferred Alternative (30% Design)	Lump Sum		$129,767
8	Environmental Permitting	T&M		$204,320
	DCA - Pre-application meetings	*Lump Sum*	*$4,690*	
9	NEPA Planning and BOEM Lease Agreement	T&M		$286,908
	DCA - Essential Fish Habitat	*Lump Sum*	*$18,383*	
	DCA - Section 7 Biological Assessment	*Lump Sum*	*$13,609*	
10	Design Development (70% Design)	Lump Sum		$126,009
11	Bid Package (100% Design)	Lump Sum		$95,373
	SUBTOTAL		***$563,220***	**$1,344,032**
	TOTAL			**$1,907,252**

Moffatt & Nichol looks forward to helping Flagler County successfully complete this important project. Our point of contact for this work will be Casey Connor with technical support from the rest of our team. If you have any questions or concerns regarding this proposal, please contact Casey at (904) 421-7041 or cconnor@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL

Michael Herrman, PE
Vice President

Casey Connor, PE
Senior Coastal Engineer

FLAGLER COUTY BORAD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM 7j

SUBJECT: Consideration for Approval of 1) Fourth Amendment to the Construction Agreement ITB23-034B between Flagler County and P&S Paving, Inc. for the Roadway Construction of Flagler Central Commerce Parkway Connector – Bunnell Project in the Amount of $463,122.88, 2) Amended Interlocal Agreement (ILA) between the City of Bunnell and Flagler County, 3) Approve Budget Transfers, and 4) Authorize the Chair to Execute the Agreements.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: On December 5, 2022, during a regularly scheduled Board of County Commissioners (BOCC) meeting, the board approved an Interlocal Agreement (ILA) between Flagler County and the City of Bunnell for the County to administer the Flagler Central Commerce Parkway Connector – Bunnell Project. On January 4, 2024, during a following regular BOCC meeting, the Board also approved the lump sum construction contract with P&S Paving, Inc., ITB 23-034B in the amount of $9,533,213.92 for the Roadway Construction of Flagler Central Commerce Parkway Connector – Bunnell (Commerce Parkway) Project.

1. Sidewalk Embankment Grading: Development of lots by private developers and construction of the new City of Bunnell Administration & Police Department Complex site have altered the existing roadside field conditions within the Commerce Parkway construction limits where planned sidewalks are to be constructed. The altered field condition requires the roadway contractor to install, grade, and sod stabilize additional fill materials to appropriately accommodate the unplanned change in grades and ensure sidewalk construction will maintain compliance with ADA standards. The additional work will result in an additional cost of $9,937.39 and will not require additional schedule time to complete.

2. Mid-block Crosswalk: A Mid-Block Crosswalk was added to the project to provide east-west safe pedestrian passage across Commerce Parkway in the vicinity of the new City of Bunnell Administration & Police Department Complex and the County's proposed NEXUS center. For pedestrian safety, the proposed Mid-Block Crosswalk will be equipped with pedestrian actuated Rectangular Rapid Reflective Beacons (RRFBs) and new dedicated sign and pavement markings. The additional work will result in an additional cost of $83,944.48 and will require fourteen (14) additional calendar days to complete.

3. Street Lighting: City of Bunnell and Flagler County Interlocal Agreement (ILA) Amendment. The ILA as previously approved had excluded the construction of the roadway lighting and the City of Bunnell agreed to contract the work directly with FPL. During the construction of the lighting elements along the new roadway, FPL informed the City that certain supporting electrical utility elements outside of the scope of their lighting project would need to be installed to support the new roadway electrical infrastructure. FPL is requiring the additional infrastructure to be installed by others (not the utility) and will supply the components for construction. To prevent delays to the roadway project schedule and construction conflicts between contractors, the roadway contractor P&S Paving has agreed to install the additional roadway lighting power components needed. To facilitate the additional electrical lighting infrastructure construction, an amendment to the ILA is required to allow for local transportation impact funds to be utilized for the installation of additional roadway lighting elements. A copy of the ILA amendment is provided for BOCC

consideration and approval. The additional work will result in an additional cost of $369,241.01 and will require sixteen (16) additional calendar days to complete.

The additional work described in items 1 through 3 will result in adding an additional thirty (30) Calendar Days to the project duration and the additional cost to be added to the contract will be $463,122.88.

Staff are requesting board approval of the Amendment to the Commerce Parkway Interlocal Agreement (ILA) between the City of Bunnell and Flagler County to allow for the inclusion of the lighting electrical infrastructure construction into the project and approval of the Fourth Amendment to the Construction Agreement ITB 23-034B to perform the additional work.

FUNDING INFORMATION: Funding the Commerce Parkway project was previously established in an Interlocal Agreement (ILA) between the City of Bunnell and Flagler County that was approved by the BOCC at the regularly scheduled December 5, 2022, meeting. This Fourth Contract Amendment in the amount of $463,122.88 will be provided via local funding between Funds 1130 and 1137. A Budget Transfer in Fund 1130 from grant to local account of $596,129 will correct remaining balances between grant and local funds. An additional $43,715 will be transferred from Reserves in Fund 1130 of to cover remaining project costs.

STRATEGIC PLAN:
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.

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 approve the following: 1) Fourth Amendment to the Construction Agreement ITB23-034B between Flagler County and P&S Paving, Inc. for the Roadway Construction of Flagler Central Commerce Parkway Connector – Bunnell Project in the Amount of $463,122.88 as approved to form by the County Attorney, 2) Amended interlocal agreement (ILA) between the City of Bunnell and Flagler County as approved to form by the County Attorney, 3) Approve the Budget Transfer, and 4) authorize the Chair to execute the agreements as approved to form by the County Attorney.

ATTACHMENTS:
1. Executed Interlocal Agreement dated December 5, 2022
2. Interlocal Agreement Amendment Document
3. Fourth Amendment to the Commerce Parkway Construction Contract
4. Engineering Entitlement Analysis prepared by CONSOR (project CEI)
5. Budget Transfer

Instrument No: 2022056660 12/5/2022 4:06 PM BK: 2738 PG: 1199 PAGES: 9 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE CITY OF BUNNELL FOR THE CONSTRUCTION OF COMMERCE PARKWAY

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Flagler County, a political subdivision of the State of Florida, 1769 East Moody Boulevard, Building 2, Bunnell, FL 32110, ("County") and the City of Bunnell, a municipal corporation of the State of Florida, 604 East Moody Boulevard, Unit 6, Bunnell, FL 32110 ("City").

WHEREAS, the parties wish to cooperate in the update of design and construction of the Flagler Central Commerce Parkway Connector-Bunnell, an approximately 1.7 mile roadway lying east of the downtown area of the City of Bunnell as conceptually shown on the map attached hereto as Exhibit A and incorporated herein (the "Commerce Parkway Project"); and

WHEREAS, the Commerce Parkway Project will spur economic development to revitalize the area, including within the City's Community Redevelopment Agency boundary, by opening hundreds of acres to development, and will provide travelers with an alternate route through the area; and

WHEREAS, in June 2009, Oare Associates, LLC ("Oare") recorded that certain plat of Central Commerce Park in the Public Records of Flagler County, Official Plat Book 36, Page 36, dedicating to the City for right-of-way purposes a seven hundred seventeen feet by ninety-four feet tract called, Commerce Parkway, the northern boundary of which abuts the southern boundary of the State Road 100 right-of-way (the "Commerce Parkway Phase 1A"); and

WHEREAS, in April 2016, the City and County entered into that certain Interlocal Agreement, recorded in the Public Records of Flagler County, Official Record Book 2124, Page 57, whereby the County, joined by the First Baptist Church of Bunnell, agreed to dedicate to the City a portion of their lands along with the roadway improvements thereon, extending approximately four hundred fifty feet southward from Commerce Parkway Phase 1A, (the "Commerce Parkway Extension"); and

WHEREAS, to consummate the transaction agreed to in the 2016 Interlocal Agreement, the County and the First Baptist Church of Bunnell executed and delivered to the City, and the City accepted, that certain Dedication and Reservation Deed, on April 25, 2016, recorded in the Public Records of Flagler County, Official Record Book 2124, Page 74, conveying the Commerce Parkway Extension to the City (the "Commerce Parkway Extension Deed"); and

WHEREAS, Oare also executed in 2016 that certain Road Right of Way Dedication and Quit Claim Deed, recorded in the Public Records of Flagler County, Official Record Book 2136, Page 1051, conveying to the City of Bunnell an eighty feet wide right-of-way from the southern terminus of the Commerce Parkway Extension to U.S. Highway 1 for roadway purposes (the "Commerce Parkway Deed"); and

WHEREAS, in May 2017, Oare executed that certain Drainage and Utility Easement in favor of Bunnell, recorded in the Official Records of Flagler County, Official Record Book 2211, Page 1053, providing the City with a perpetual easement over strips of land adjacent to both sides of the Commerce Parkway right-of-way, as well as ponds depicted therein, for drainage and utility purposes (the "Drainage and Utility Easement"); and

WHEREAS, collectively, the Commerce Parkway Phase 1A, the Commerce Parkway Extension Deed, and Commerce Parkway Deed, together with the Drainage and Utility Easement provide the City with the interest in the lands necessary to construct the Commerce Parkway Project; and

WHEREAS, in April 2017, Michael Baker International, Inc. (the "Engineer of Record" or "EOR") created a set of design plans of the Commerce Parkway Project for the City, which are on file with the parties, and which will need to be updated as described herein; and

WHEREAS, the City will engage Zev Cohen and Associates (the "Utility EOR") to design the water and wastewater utilities associated with the Commerce Parkway Project to obtain permitting as described herein; and

WHEREAS, the Commerce Parkway Project is presently estimated to cost $10,938,654.00 for the construction of the paved roadway and associated drainage facilities, and the construction engineering inspection ("CEI") services; however, this estimated cost does not include utilities associated with the roadway and, moreover, is subject to change depending on the bids submitted by private sector contractors; and

WHEREAS, the County will provide up to $3,193,000.00, and the City will provide up to $1 million, from the parties' respective transportation impact fee funds for the project design plans update, construction, and CEI services as more particularly described herein; and

WHEREAS, the City will provide up to $1,750,000.00 for updated design, permitting, CEI, and construction of the wastewater utilities and also up to $1,750,000.00 for the updated design permitting, CEI, and construction of the water utilities; and

WHEREAS, the Florida Department of Transportation ("FDOT") notified the County in June 2022 that the Commerce Parkway Project has been programmed for $6.8 million in state funding for construction in Fiscal Year 2023, and the parties seek to secure the programmed funding through a state funded grant agreement ("SFGA"); and

WHEREAS, the parties wish to enter into this cooperative Agreement to describe their respective roles and responsibilities in bringing the Commerce Parkway Project to fruition; and

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows.

SECTION I. RECITALS. The above recitals are incorporated herein as material facts and form a basis of the bargain upon which the parties rely.

SECTION II. RIGHT OF WAY CERTIFICATION AND ROADWAY AND UTILITIES DESIGN PLANS UPDATES.

A.) Right-of-Way Certification. Prior to March 1, 2023, the City will certify to the County that the City has sufficient interest in the eighty feet wide strip of land upon which the Commerce Parkway Project will be constructed, along with the strips of land on both sides of the right-of-way and associated ponds encumbered by the Drainage and Utility Easement. The County will rely on the City's right-of-way certification. The City will also be responsible for requiring property owners to remove any obstructions or encroachments in the right-of-way, including its monument sign at U.S. 1 and any signs or landscaping along the existing northernmost portion of Commerce Parkway.

B.) Roadway Design Plans. The County will, at the City's expense, update the Commerce Parkway Design Plans, dated April 2017, originally prepared by the EOR for the Commerce Parkway Project. The County will engage the EOR to update and certify the design plans to meet the requirements of the FDOT. The County will also obtain from the EOR, at the City's expense, the specifications for the project, as well as estimates for costs and schedule of construction, and any other item required by FDOT for the SFGA program.

C.) Water-Sewer Utility Design Plans. The City will be solely responsible for the cost of the update the Commerce Parkway water and sewer Utility Design Plans, dated April 2017, originally prepared by Zev Cohen & Associates, Inc. ("Zev Cohen") for the Commerce Parkway Project, which are on file with the parties. The City will engage Zev Cohen to update and certify the design plans. The City will also obtain from Zev Cohen, at the City's expense, the specifications for the water and sewer project, as well as estimates for costs and schedule of construction.

D.) Clearing Obstructions. The County will review the updated design of the Commerce Parkway Project to identify any encroachments or obstructions within the right-of-way that may interfere with the Project, and the County will notify the City of same. The City will then cause any encroachments or obstructions identified by the County to be removed within sixty days of the City's receipt of the notice or June 1, 2023, whichever is later. If the City fails to cause any encroachment or obstruction to be removed within this timeframe, the County will cause the removal and will send an invoice to the City for the Cost of the removal. The City will pay any such invoice within forty-five days of receipt.

SECTION III. CONSTRUCTION AND MAINTENANCE.

A.) Roadway and Water-Sewer Utilities Construction.

1.) Roadway Construction. The County will develop the bid advertisement package for the Commerce Parkway Project roadway construction with assistance from the roadway EOR. Bid advertisement for the Commerce parkway Project roadway construction will commence upon the completion of the EOR roadway design plans update with approval to advertise from the FDOT. The County will then engage a contractor and administer the Commerce

Parkway Project's construction from notice of award through closeout, contingent upon legislative appropriation and approval of the SFGA by FDOT and contingent upon the donor of the right-of-way lands securing an extension of Permit #4-035-9348-16 from the St. Johns River Water Management District and also securing a 404 permit from the Florida Department of Environmental Protection.

2.) Water-Sewer Utilities Construction. Likewise, upon completion of the redesign of the water and sewer utility project for Commerce Parkway described above, the City will furnish the plans, specifications, cost and schedule estimates, and permits to the County. The County will rely on the information furnished by the City to develop separate bid advertisement package for the water-sewer construction services with assistance from Zev Cohen. The County will select the contractor(s) who provides the lowest qualified bid, and the County will award the bids. The City will engage a contractor to construct the water and sewer utilities associated with the Commerce Parkway Project (the "Water-Sewer Utilities Project").

Although the Commerce Parkway Project and the Water-Sewer Utilities projects are separate and distinct, the goal of the parties is for the construction of the utilities to occur concurrently with the roadway construction, and the parties will coordinate their efforts to achieve maximum efficiency. However, if for any reason the roadway construction and utility construction projects cannot proceed concurrently, for example if there is insufficient access along the right-of-way for the utility contractor to work, it is the understanding of the parties that the County will need to proceed with the roadway construction within the SFGA specified schedule in order to maintain compliance with the funding agreement.

3.) Construction, Engineering, and Inspection Services. The County will also advertise a request for statement of qualifications (RSQ) to procure and administer the construction, engineering, and inspection ("CEI") services for both the Roadway and Water-Sewer Utilities projects. The County will select the firm/s with representation from the City on a selection committee. Procurement of CEI services will be in accordance with the Consultants' Competitive Negotiation Act.

B.) No liens. The parties shall not cause any liens or encumbrances to attach to any portion of the Commerce Parkway right-of-way.

C.) Street Lighting Utility Plans and Construction. The City will be solely responsible for the cost of the design, permitting and construction of the street lighting for the Commerce Parkway Project. The City will also contract directly with FPL to perform the street lighting construction.

D.) Invoicing, Payments and Funding. For any payments due to the County from the City hereunder, the County will furnish the City a monthly invoice at the address specified in Section IV.C. below. The City will pay the invoices within forty-five days or receipt in accordance with the Local Government Prompt Payment Act.

If for any reason funding available to the parties falls short of what is necessary to complete the Project in its entirety, the Parties will consider all reasonable alternatives in the design and scope

of the Project with the intent to construct as much of the paved roadway as possible with available funds.

E.) Maintenance. Upon completion of the construction of the Commerce Parkway Project, the County will furnish the City a set of as-built drawings, at which point the City will take over maintenance responsibilities for Commerce Parkway in perpetuity and without recourse to the County.

SECTION IV. MISCELLANEOUS PROVISIONS

A.) Further Assurances. Each party shall execute and cause to be delivered to the other party such instruments and other documents and shall take such other actions as may be reasonably requested by the other party in order to carry out the intent and to accomplish the purposes of this Agreement.

B.) Indemnification. In consideration of the labor and expense provided by the County to the City in furtherance of the Commerce Parkway Project, the City shall defend and indemnify the County for all damages, suits, or claims of whatever nature asserted against the County by reason of the County's participation in the Commerce Parkway Project or arising out of the County's performance of its obligations herein, provided however, that the City shall not be responsible for the defense or indemnification of the County for claims that arise out of the County's wrongful or negligent conduct. This obligation to defend and indemnify shall survive the termination or expiration of this Agreement, and in no circumstance shall obligation to indemnify exceed the scope or monetary limitations set forth in Section 768.28, Florida Statutes.

Nothing in this Agreement is intended to be a consent to be sued by third parties nor shall anything in this Agreement be deemed or construed to be a waiver of sovereign immunity by either of the parties, and the parties shall have and maintain at all times and for all purposes any and all right, immunities, and protections under controlling legal precedent and as provided under Section 768.28, Florida Statutes.

C.) Notice. Any notice required by this Agreement shall be made in writing and shall be deemed delivered when personally hand delivered, when delivered by reputable overnight courier, or when received via the U.S. Post certified, postage prepaid, to the parties at the respective address listed below. Either party may change the address for purposes of notice by notifying the other party of such change in the manner prescribed herein.

1. For the County: Flagler County Engineer
   1769 East Moody Blvd., Bldg. 2
   Bunnell, FL 32110

2. For the City: Bunnell City Manager
   604 East Moody Blvd., Unit 6
   Bunnell, FL 32110

D.) Integration and Modification. This Agreement embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations, with respect to the subject matter hereof, other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. This Agreement may only be amended or supplemented by a written instrument of equal dignity herewith executed by the parties.

E.) Interpretation. This Agreement is the result of bona fide arm's length negotiations between the parties and, as such, shall not be construed more strictly against either party than the other party.

F.) Severability. If any term or provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

G.) Non-waiver. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by the other party under this Agreement will impair any such right, power, or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default.

H.) Venue. The exclusive venue to litigate disputes arising under this Agreement shall be in the Seventh Judicial Circuit in and for Flagler County, Florida.

I.) Attorney Fees. Except with regard to the indemnity provisions herein, each party shall bear its own attorney's fees and costs.

J.) Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide force majeure. For the purpose of this Agreement, 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 fore majeure. A force majeure may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such force majeure.

K.) Non-Assignment. Neither party may assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party. Any assignment, sublicense, or transfer occurring without the required prior written approval of the other party will be null and void.

L.) Third Party Beneficiaries. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement. Nothing herein shall be construed as a consent to be sued or as a waiver of sovereign immunity of the parties.

M.) Binding Agreement and Termination. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

N.) Recording and Effective Date. The City shall be responsible for recording this Agreement in the Public Records of Flagler County, Florida. This Agreement shall take effect upon recording as provided in Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Gregory S. Hansen

Gregory L. Hansen, Chair

12/5/2022

Date

ATTEST:

DC.

Tom Bexley, Clerk of the Circuit Court and Comptroller

Approved as to Form and Legality:

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2022.11.28 14:12:31 -05'00'

Sean S. Moylan, Deputy County Attorney

[Signature page to follow.]

CITY OF BUNNELL

Catherine Robinson, Mayor

11/28/2022
Date

ATTEST:

By: _____
Kristen Bates, CMC
City Clerk

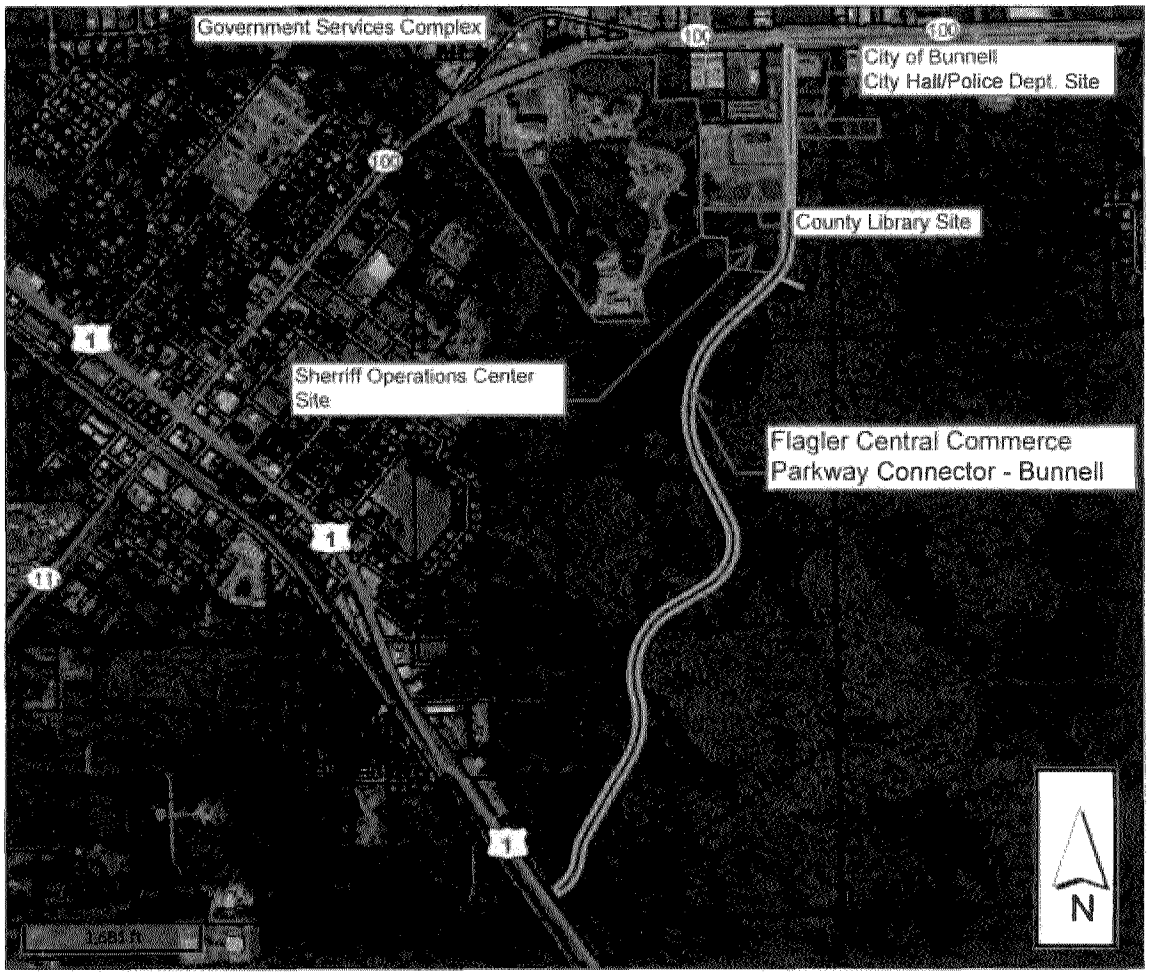
Approved as to Form and Legality.

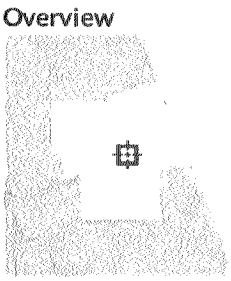
Vose Law Firm
City Attorney

[Exhibit A to follow.]

FLAGLER CENTRAL COMMERCE PARKWAY CONNECTOR- BUNNELL PROJECT

EXHIBIT A





LEGEND

PROJECT LIMITS (+/-1.7 MILES)

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE CITY OF BUNNELL FOR THE CONSTRUCTION OF COMMERCE PARKWAY

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") is entered into by and between Flagler County, a political subdivision of the State of Florida, 1769 East Moody Boulevard, Building 2, Bunnell, FL 32110, ("County") and the City of Bunnell, a municipal corporation of the State of Florida, 604 East Moody Boulevard, Unit 6, Bunnell, FL 32110 ("City").

WHEREAS, on December 5, 2022, the County and City entered into that certain Interlocal Agreement related to the design and construction of Commerce Parkway and related facilities and utilities as recorded in the Official Records of Flagler County, Record Book 2738, Page 1199 (the "Agreement"); and

WHEREAS, the Commerce Parkway Project is well underway with both the City and County cooperating and fulfilling their obligations in accordance with the Agreement; and

WHEREAS, the City has contracted with Florida Power & Light ("FPL") for the design, permitting, and construction of street lighting along Commerce Parkway in accordance with Section III.C. of the Agreement; however, the City's contract does not provide for the construction of the primary conduits and distribution wiring, transformer pads, and transformers that are necessary to electrify the street lights; and

WHEREAS, the County has identified contingency funds sufficient to cover the cost of the street lighting conduits and wiring; and

WHEREAS, Section IV.D. of the Agreement requires a written instrument executed by both parties in order to amend or supplement the Agreement; and

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows.

SECTION I. RECITALS. The above recitals are incorporated herein.

SECTION II. AMENDMENT TO AGREEMENT.

A.) Section III.C. of the Agreement is replaced in its entirety as follows:

> **C.) Street Lighting Utility Plans Construction.** The City will be responsible for the cost of the design, permitting, and construction of the street lighting poles and apparatuses for the Commerce Parkway Project. The County will be responsible for the construction of the primary conduits and distribution wiring, transformer pads, and transformers that are necessary to electrify the street lighting apparatuses for the project.

B.) Except as expressly modified herein, the terms and conditions of the Agreement remain in full force and effect.

SECTION III. RECORDING AND EFFECTIVE DATE. The City shall be responsible for recording this Amendment in the Public Records of Flagler County, Florida. This Amendment shall take effect upon recording as provided in Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Andrew S. Dance, Chair

ATTEST:

_____
Date

_____
Tom Bexley, Clerk of the Circuit Court and Comptroller

Approved as to Form and Legality:

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2025.04.09 14:36:05 -04'00'

_____
Sean S. Moylan, Deputy County Attorney

[Signature page to follow.]

CITY OF BUNNELL

_____
Catherine Robinson, Mayor

ATTEST:

_____
Date

By: _____
Kristen Bates
City Clerk

Approved as to Form and Legality.

_____
Paul Waters
City Attorney

FOURTH AMENDMENT TO AN AGREEMENT
BETWEEN FLAGLER COUNTY
AND
P&S PAVING, INC.
FOR
FLAGLER CENTRAL COMMERCE PARKWAY CONNECTOR - BUNNELL
Bond No. 30206824

County Project No.: ITB 23-034B

Flagler County, Florida, a political subdivision (COUNTY), and P&S Paving, Inc. (CONTRACTOR), hereby enter into this **FOURTH** Amendment to the Agreement, identified below, effective as of the last date hereupon entered.

WHEREAS, COUNTY and CONTRACTOR have entered into that certain Agreement for the Flagler Central Commerce Parkway Connector – Bunnell Project (from U.S. 1 to State Road 100), as defined in the project contract documents dated January 8, 2024 (Agreement); and

WHEREAS, certain modifications to the contract scope, price and time for the installation of the project were determined to be necessary; and

WHEREAS, the COUNTY, based upon professional review and recommendation, including the Entitlement Analysis prepared by the COUNTY's construction, engineering, and inspection consultant, dated March 20, 2025, on file with the COUNTY and incorporated herein by reference, has established that a benefit to the health, safety and welfare of the public will be realized by amending the Agreement as provided herein.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, WHICH THE PARTIES AGREE IS ADEQUATE, THE PARTIES AGREE TO THE FOLLOWING:

ITEM NO. 1: Amend the Scope of Work and adjust certain work item quantities and values for the project, as follows:

A. Provide all supervision, labor, equipment and material necessary to perform and complete all work (including but not limited to the following: payment & performance bond, mobilization/demobilization, general conditions, coordination with existing project activities and operations to maintain local traffic, erosion control, asphalt demolition, and storm drainage facilities) to raise the sidewalk embankment elevations to accommodate a higher tie-in elevation than planned at the newly constructed City of Bunnell City Hall site for the Lump Sum Unit Price of $9,937.39:

ADD $9,937.39

B. Provide all supervision, labor, equipment and material necessary to perform and complete all work (including but not limited to the following: payment & performance bond, mobilization/demobilization, general conditions, coordination with existing project activities and operations to maintain local traffic, erosion control, and storm drainage facilities) for the installation of a Mid-Block Crosswalk with Rectangular Rapid Flashing Beacons (RRFBs) and in pavement lighting to improve safety for the Lump Sum Unit Price of $83,944.48:

ADD $83,944.48

C. Provide all supervision, labor, equipment and material necessary to perform and complete all work (including but not limited to the following: payment & performance bond, mobilization/demobilization, general conditions, coordination with existing project activities and operations to maintain local traffic, erosion control, asphalt

demolition, and storm drainage facilities) to install additional roadway lighting support infrastructure for the Lump Sum Unit Price of $369, 241.01:

ADD **$369,241.01**

ITEM NO. 2: The ending date for the Agreement subsequent to this amendment is modified to ADD no additional calendar days for item 1A, fourteen (14) calendar days added for item 1B, and sixteen (16) calendar days for item 1C, and therefore modifying the project final completion and acceptance date to August 12, 2025.

ITEM NO. 3: Except as specifically modified herein, all Terms and Conditions of the original Agreement, including any previous amendments thereto, shall remain unmodified and in full force and effect.

ITEM NO. 4: This Amendment must be accepted by the CONTRACTOR and must be approved by the COUNTY to become effective.

ITEM NO. 5: The total revised costs are summarized below:

ORIGINAL CONTRACT AGREEMENT:	$9,533,213.92
CHANGES BY PREVIOUS AMENDMENTS:	$61,611.33
TOTAL CONTRACT, PRIOR TO THIS AMENDMENT:	$9,618,840.88
TOTAL THIS AMENDMENT (No. 3): **ADD**	$463,122.88
NEW CONTRACT VALUE, INCLUDING THIS AMENDMENT:	$10,081,963.76

(This section intentionally left blank)

In WITNESS WHEREOF, this FOURTH Amendment to County Project No. ITB 23-034B has been executed by the parties' duly authorized representatives on the day and year set forth below.

APPROVED: FLAGLER COUNTY

_____
ANDREW S. DANCE,
CHAIR

_____
(Date Signed)

RECOMMENDED:
CEI (CONSOR ENGINEERS, LLC)

_____
CHARLES WOERNER
SENIOR PROJECT ADMINISTRATOR

_____
(Date Signed)

RECOMMENDED:

_____
HAMID TABASSIAN, P.E.
COUNTY ENGINEER

_____
(Date Signed)

APPROVED–AS-TO-FORM

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2025.04.10 13:13:05 -04'00'
_____
SEAN S. MOYLAN,
DEPUTY COUNTY ATTORNEY

[Signature Page to Follow.]

ATTEST:

_____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

CONTRACTOR: P&S PAVING, INC.

_____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date Signed)

SURETY
I (We) have reviewed the foregoing Contract and Amendment and have adjusted the Contract Sureties to conform with this Amendment.

SURETY: _____

BY: _____ **DATE:** _____

_____
(Typed/Printed Name & Title)
(Agent-In-Fact Certification Attached)

Change Order - Package A, B, and C

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CHANGE ORDER SUMMARY SHEET	*PG 2*
ENTITLEMENT ANALYSIS (CEI) – PACKAGE A	*PG 3-22*
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TIME CALCULATION TRACKING PACKAGE A-C	*PG 149-150*

CHANGE ORDER SUMMARY SHEET

:	450921-1-54-01	Date Prepared:	3/20/2025
t No.	ITB23-034B	CEI:	CONSOR Engineers, LLC
Name:	Flagler Central Commerce Parkway Connetor - Bunnell	Project Administrator:	Charles Woerner

KAGE	ITEM DESCRIPTION	TYPE OF REVISION	DOLLAR AMOUNT	DAYS
A	Revised sidewalk elevation resulting from the development of lots along Commerce Parkway, as outlined in the RFI 11 response.	Due to the development of parcels adjacent to Commerce Parkway, particularly Lot 4 within the Collage project, sidewalk elevations between Station 190+50 and 191+50 must be raised for proper tie-in and, requiring adjustments for ADA compliance.	$9,937.39	0
B	Addition of Midblock Assembly	Due to the construction of a sidewalk along the right side of Commerce Parkway and the development of the Nexus Center Library on the left, a midblock assembly has been added to ensure safe pedestrian movement and access.	$83,944.48	14
C	Addition of FPL primary, transformers and applicable jucntion boxes for roadway lighting.	Due to the exclusion of the FPL primary (lighting) and transformers from the original city/county contract, these components are now required to power the newly installed street lights, separate from the existing secondary line and handholes.	$369,241.01	16
	Package A, B, and C	TOTALS	$463,122.88	30

Change Order
Package A

Engineer's Entitlement Analysis

CHANGE ORDER
PACKAGE A
ENTITLEMENT ANALYSIS

FIN No:	450921-1-54-01	Date Prepared:	3/31/2025
Contract No.	ITB23-034B	CEI:	CONSOR Engineers, LLC
Project Name:	Flagler Central Commerce Parkway Connector	Project Administrator	Charles Woerner

Description of Issue:

Due to the development of parcels adjacent to Commerce Parkway, particularly along Lot 4 within the Collage project's limits, the sidewalk elevations, primarily between Station 190+50 and Station 191+50 (Centerline of Construction Commerce Parkway, Rt.Rd.Wy), must be raised for proper tie-in. The plan sidewalk elevation at the Collage project is approximately four feet higher than indicated in the Commerce Parkway plan cross sections. To ensure ADA compliance, the tie-in elevation needs to be adjusted accordingly.

CEI Entitlement Analysis:

Standard General Conditions
Article 10: Change in the Work
Article 11: Changes in Contract Price

In response to RFI #011, which identified increased sidewalk elevations due to the development of adjacent parcels after the design of Commerce Parkway, proposed plans were developed to address the elevation changes, ensure proper tie-in, and maintain compliance with ADA requirements, drop-offs, and slope conditions.

P&S Paving Inc. provided an estimate for the labor and equipment costs required to address these issues, including the allowable markup as per the contract.

The quote and corresponding email, dated February 19, 2025, are included in the summary of negotiations section. Additionally, a detailed breakdown of the cost increase, production time impact, and general conditions applied to this entitlement are attached for reference.

Time Addition / Reduction Analysis:

0 Non-compensable day requested

Charles Woerner 4/10/25

Charles Woerner
Project Administrator
CONSOR

P&S PAVING, INC. - CHANGE ORDER FORM

To: Consor Engineers
Attn: Charles Woerner

Date: 2/19/2025
Job Name: Flagler Commerce Parkway
P & S No.: 24.003
RE: Sidewalk Elevation

WE PROPOSED TO ADD/DELETE THE FOLLOWING ITEMS:

Revised sidewalk elevations, outlined in RFI 11.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.	RFI 11 Revisions - Sidewalk	1.00	LS	$ 9,937.39	$9,937.39
				TOTAL	**$9,937.39**

ALL WORK TO BE PERFORMED PER THE ORIGINAL SUBCONTRACT AGREEMENT.

Consor Engineers:

By: Joel Iglesias Digitally signed by Joel Iglesias DN: C=US, E=jiglesias@consoreng.com, O=CONSOR Engineers, OU=Assistant Project Administrator, CN=Joel Iglesias Date: 2025.04.10 09:46:26-04'00'

Title: _____

Date: _____

P&S Paving, Inc.:

By: Adam D Harrell Digitally signed by Adam D Harrell Date: 2025.04.10 10:31:30 -04'00'

Title: Project Manager

Date: 2/19/2025

CONTRACTOR'S ESTIMATE FOR WORK ORDER

PROJECT: **Flagler Commerce Parkway**
Project No.: **ITB23-034B**
Revised Sidewalk Elevation

2/19/2025

Revised sidewalk elevation due to development of lots along Commerce Parkway as outline in RFI 11 response.

LABOR ESTIMATE:					
POSITION	**QTY.**	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**
M. Cutlip	8.00	HR	$ 62.74	$ 501.92	
K. Johnson	8.00	HR	$ 22.80	$ 182.40	
B. Gigon	8.00	HR	$ 24.00	$ 192.00	
J. Armbruster	8.00	HR	$ 17.50	$ 140.00	
S. Sepanek	6.00	HR	$ 17.50	$ 105.00	
A. Chattin - Survey	2.00	HR	$ 34.20	$ 68.40	
B. Martinez - Survey	2.00	HR	$ 26.50	$ 53.00	
RAW LABOR SUBTOTAL				$ 1,242.72	
LABOR BURDEN		52.4%		$ 651.19	
SUBTOTAL WITH BURDEN				$ 1,893.91	
MARKUP		10.0%		$ 189.39	
TOTAL LABOR COST				**$ 2,083.30**	
EQUIPMENT ESTIMATE:					
MACHINE	**QTY.**	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**
CAT 926M Loader	8.00	HR	$ 60.17	$ 481.36	
CAT D6 Excavator	8.00	HR	$ 90.63	$ 725.04	
Gradall 5200	6.00	HR	$ 99.26	$ 595.56	
EQUIPMENT SUBTOTAL				$ 1,801.96	
Tax		6.50%		$ 117.13	
SUBTOTAL w/ tax				$ 2,043.83	
MARKUP		10.0%		$ 204.38	
TOTAL EQUIPMENT COST				**$ 2,248.21**	
MATERIALS					
ITEM	**QTY.**	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**
Sims - Embankment	20.00	Loads	$ 195.00	$ 3,900.00	
MATERIALS SUBTOTAL				$ 3,900.00	
Tax		6.5%		$ 253.50	
SUBTOTAL w/ tax				$ 4,153.50	
MARKUP		10.0%		$ 415.35	
TOTAL MATERIALS COST				**$ 4,568.85**	
SUBCONTRACTORS:					
	QTY.	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**
Sula Sod - Bahia	3.00	EA	$ 190.00	$ 570.00	
SUBTOTAL				$ 570.00	
MARKUP		10.0%		$ 57.00	
TOTAL SUBCONTRACTORS				**$ 627.00**	
MISC					
Survey	**QTY.**	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**
CAD Tech	1.00	EA	$ 350.00	$ 350.00	
MATERIALS SUBTOTAL				$ 350.00	
Tax			6.50%	$ 22.75	
SUBTOTAL w/ tax				$ 372.75	
MARKUP			10.00%	$ 37.28	
TOTAL MISC.				**$ 410.03**	
TOTALS					
SUBTOTAL LABOR, EQUIPMENT, & MATERIALS				$ 9,937.39	
INSURANCE AND BOND		0.0%		$ -	
TOTAL COST ESTIMATE				**$ 9,937.39**	

Prepared By:
Adam Harrell, P&S Paving, Inc.

2/19/2025
Date

Project Manager



All prices shown in US dollars ($)

Rental Rate Blue Book®

February 19, 2025

Caterpillar 926M
4-Wd Articulated Wheel Loaders

Size Class:
135 - 149 hp
Weight:
N/A



Configuration for 926M

Horsepower	**148.0 hp**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,270.00	USD $1,755.00	USD $440.00	USD $66.00	USD $25.58	USD $61.21
Adjustments						
Region (Florida: 97.1%)	(USD $181.83)	(USD $50.90)	(USD $12.76)	(USD $1.91)		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,088.17**	**USD $1,704.10**	**USD $427.24**	**USD $64.09**	**USD $25.58**	**USD $60.17**

Non-Active Use Rates

	Hourly
Standby Rate	USD $23.19
Idling Rate	USD $43.38

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39.2%	USD $2,457.92/mo
Overhaul (ownership)	32.97%	USD $2,067.24/mo
CFC (ownership)	17.62%	USD $1,104.76/mo
Indirect (ownership)	10.21%	USD $640.09/mo
Fuel (operating) @ USD 3.54	34.36%	USD $8.79/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (jrepenning@pandspavinginc.com)

www.equipmentwatch.com

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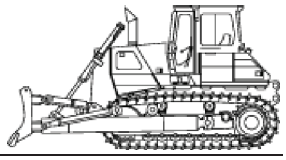
All prices shown in US dollars ($)

Rental Rate Blue Book®

February 19, 2025

Caterpillar D6K2 (disc. 2019)
Standard Crawler Dozers

Size Class:
105 - 129 hp
Weight:
N/A



Configuration for D6K2 (disc. 2019)

Dozer Type	**Bulldozer**	Horsepower	**128.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $9,170.00	USD $2,570.00	USD $645.00	USD $97.00	USD $40.04	USD $92.14
Adjustments						
Region (Florida: 97.1%)	(USD $265.93)	(USD $74.53)	(USD $18.70)	(USD $2.81)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,904.07**	**USD $2,495.47**	**USD $626.29**	**USD $94.19**	**USD $40.04**	**USD $90.63**

Non-Active Use Rates

	Hourly
Standby Rate	USD $25.02
Idling Rate	USD $62.73

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	28.6%	USD $2,622.39/mo
Overhaul (ownership)	50.54%	USD $4,634.60/mo
CFC (ownership)	12.12%	USD $1,111.71/mo
Indirect (ownership)	8.74%	USD $801.30/mo
Fuel (operating) @ USD 3.54	30.32%	USD $12.14/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (jrepenning@pandspavinginc.com)

www.equipmentwatch.com

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All prices shown in US dollars ($)

Rental Rate Blue Book®

February 19, 2025

Gradall XL 5200 III
Crawler Mounted Hydraulic Excavators



Size Class:
24.5 - 28.4 mt
Weight:
54877 lbs

Configuration for XL 5200 III

Horsepower	**153.0 hp**	Operating Weight	**24.9 mt**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $11,680.00	USD $3,270.00	USD $820.00	USD $125.00	USD $34.97	USD $101.33
Adjustments						
Region (Florida: 96.9%)	(USD $362.08)	(USD $101.37)	(USD $25.42)	(USD $3.88)		
Model Year (2023: 99.97%)	(USD $3.64)	(USD $1.02)	(USD $0.26)	(USD $0.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $11,314.28**	**USD $3,167.61**	**USD $794.32**	**USD $121.09**	**USD $34.97**	**USD $99.26**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $37.41
Idling Rate	USD $74.58

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.38%	USD $3,664.90/mo
Overhaul (ownership)	41.81%	USD $4,883.14/mo
CFC (ownership)	16.89%	USD $1,972.45/mo
Indirect (ownership)	9.93%	USD $1,159.51/mo
Fuel (operating) @ USD 3.54	29.43%	USD $10.29/hr

Revised Date: 1st quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (jrepenning@pandspavinginc.com)

www.equipmentwatch.com

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e sidewalk grade ele

REQUEST FOR INFORMATION

DATE: 1/15/2025 **RFI:** 011

FROM: P & S Paving, Inc. (P&S)
3701 Olson Drive
Daytona Beach, FL 32124

TO: Charles Woerner
Consor Engineers
155 N. Wacker Drive, Suite 4150
Chicago, IL 60606

JOB: **Flagler Central Commerce Parkway Connector**

INFORMATION REQUESTED: Sidewalk Commerce Parkway

DESCRIPTION:
P&S Paving, Inc has encountered differing site elevations/conditions on Commerce Parkway beginning at Sta. 191 and continuing to approximately Sta. 197. With the development of the parcels adjacent to Commerce Parkway, the required elevation to tie in the sidewalk has raised. For example, the elevation of the sidewalk at the "Collage" project is approximately four feet higher than what is shown in the cross sections (22.58) To make the tie in ADA compliant, there will be additional fill material required.

We would also like to verify that the remaining sidewalk from approximately station 190 to 194 need to be poured based on the cross sections that are provided in the plans.

LOCATION AND LIMITS: Sidewalk – Commerce Parkway Sta. 190 to 195

REFERENCES: Plan Sheets 29-30, 140-147

SIGNATURE: Adam D Harrell Digitally signed by Adam D Harrell Date: 2025.01.15 11:11:09 -05'00' **DATE:** 1/15/2025

RESPONSE:

Existing conditions changed due to developed parcels after the design was completed.

Match the elevation of the proposed Sidewalk, and/or already constructed, shown in the city complex plans, then go up or back/up station station at a maximum longitudinal grade of 5%. Maintain typical shown for sidewalk, i.e. the level spot, cross slope and adjacent slopes. Beginning at the driveway near station 193+50 grade the sidewalk back down at longitudinal grade no greater than 5% to the proposed sidewalk in plans.

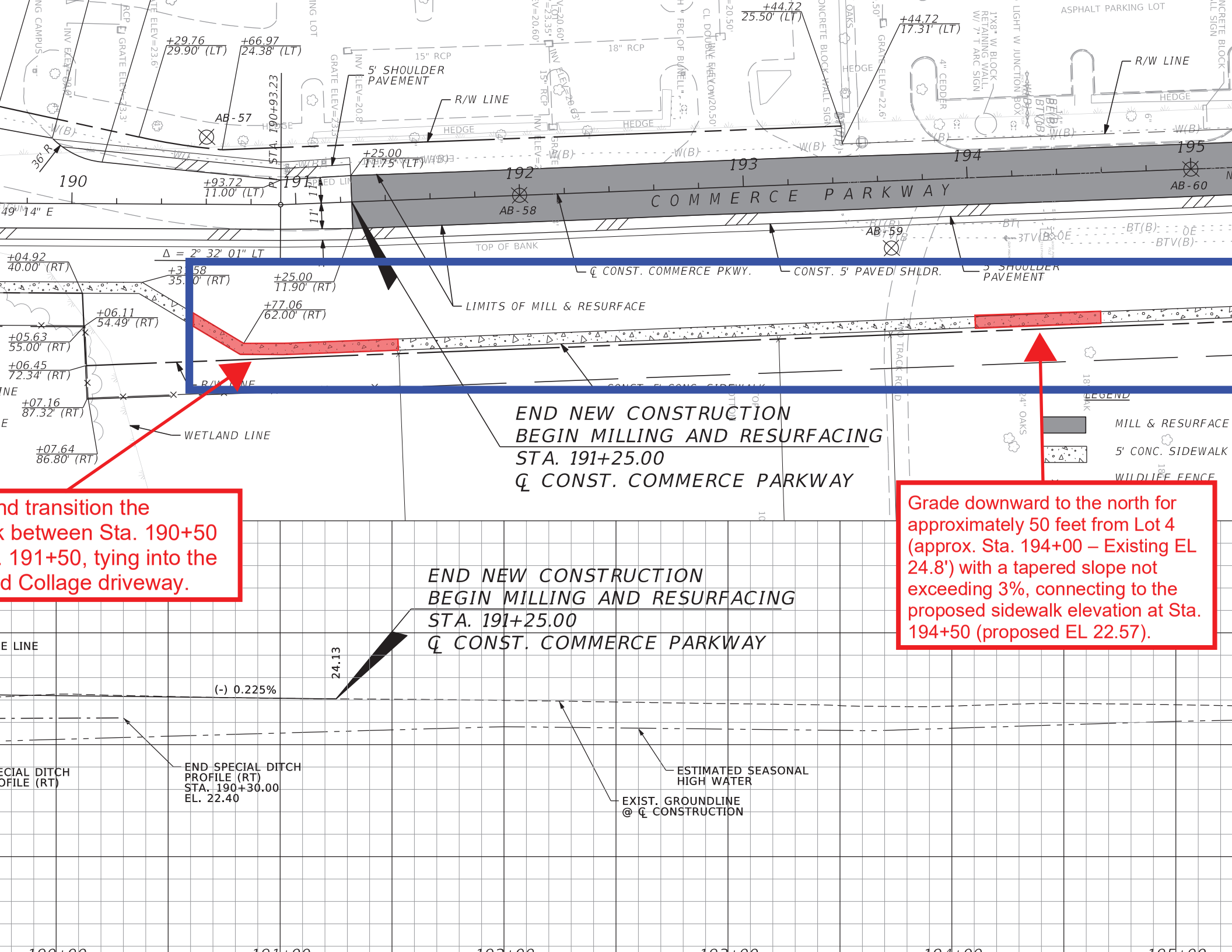
Maintain proposed drainage swale for lot 5. Provide 5' flat berm from the top of bank, then a 1:4 slope to the proposed ditch grade, ending at 190+30. Adjusting bottom width to meet field conditions is allowable.

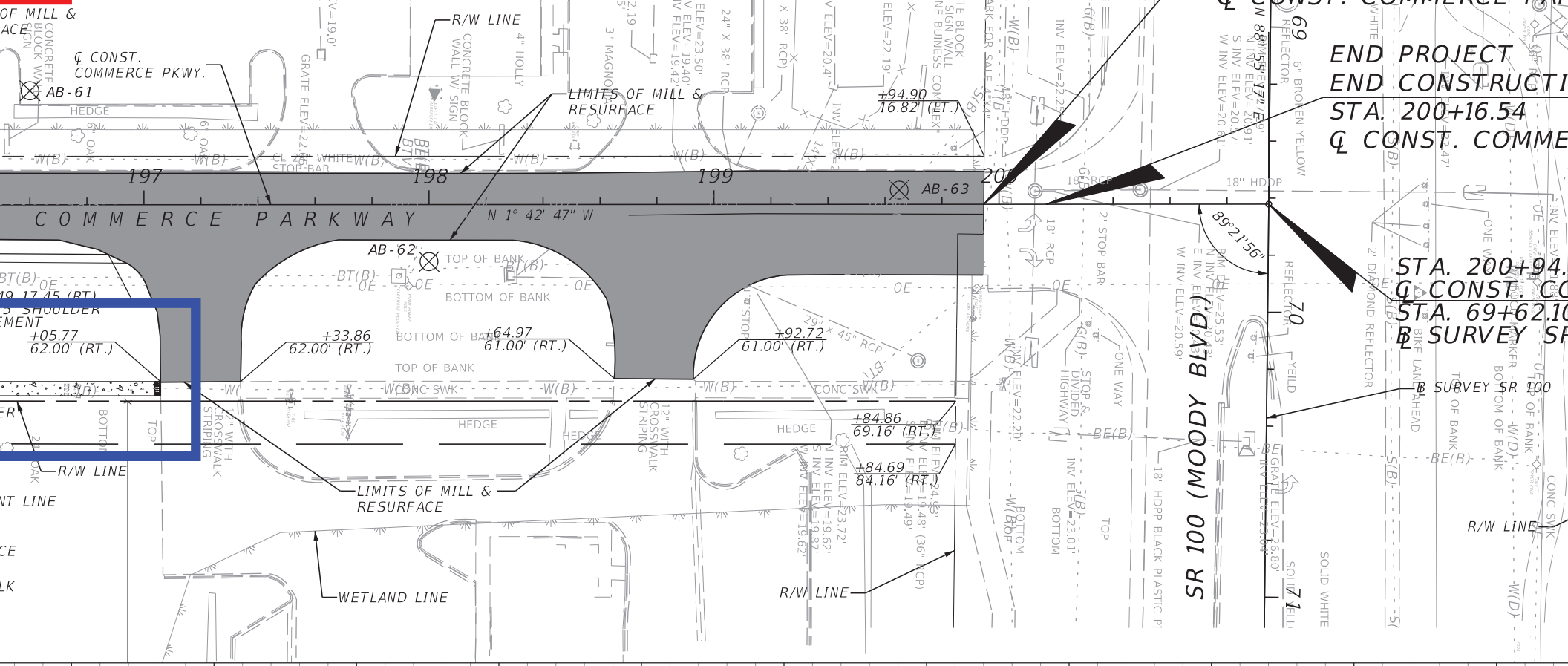
Place sidewalk as shown in plans unless newly developed parcels have or will have completed their sidewalk portions prior to the completion of the contract. Upon project completion sidewalk access must be provided from US 1 to SR 100.

Please provided an updated estimate for the additional fill and grading work.

For further clarification, CEI has provided marked-up Sheets 29, 141, 142, 143, 144, as well as the Bunnell Admin Civil Plan, Sheet C-07, which outline the grade tie-in at the proposed driveway and additional comments regarding future sidewalk placement. The cross sections and plan sheets offer further guidance, including the gradual longitudinal rise between Sta. 190+50 and Sta. 191+50. Please ensure compliance with ADA requirements.

Consor Reviewed
By jiglesias at 10:00 am, 02/10/2025


COMMERCE PARKWAY
190
191
192
193
194
195
AB-57
AB-58
AB-59
AB-60
STA. 190+93.23
5' SHOULDER PAVEMENT
R/W LINE
HEDGE
TOP OF BANK
Δ = 2° 32' 01" LT
℄ CONST. COMMERCE PKWY.
CONST. 5' PAVED SHLDR.
5' SHOULDER PAVEMENT
LIMITS OF MILL & RESURFACE
WETLAND LINE
+29.76 29.90' (LT)
+66.97 24.38' (LT)
+93.72 11.00' (LT)
+25.00 11.75' (LT)
+25.00 11.90' (RT)
+44.72 25.50' (LT)
+44.72 17.31' (LT)
+04.92 40.00' (RT)
+06.11 54.49' (RT)
+05.63 55.00' (RT)
+06.45 72.34' (RT)
+07.16 87.32' (RT)
+07.64 86.80' (RT)
+77.06 62.00' (RT)
ASPHALT PARKING LOT
CONCRETE BLOCK WALL SIGN
1'X8" W BLOCK RETAINING WALL W/ 7' T ARC SIGN
LIGHT W JUNCTION BOX
4" CEDDER
15" RCP
18" RCP
END NEW CONSTRUCTION
BEGIN MILLING AND RESURFACING
STA. 191+25.00
℄ CONST. COMMERCE PARKWAY
LEGEND
MILL & RESURFACE
5' CONC. SIDEWALK
WILDLIFE FENCE
Grade downward to the north for approximately 50 feet from Lot 4 (approx. Sta. 194+00 – Existing EL 24.8') with a tapered slope not exceeding 3%, connecting to the proposed sidewalk elevation at Sta. 194+50 (proposed EL 22.57).
nd transition the
k between Sta. 190+50
. 191+50, tying into the
d Collage driveway.
END NEW CONSTRUCTION
BEGIN MILLING AND RESURFACING
STA. 191+25.00
℄ CONST. COMMERCE PARKWAY
24.13
(-) 0.225%
END SPECIAL DITCH PROFILE (RT)
STA. 190+30.00
EL. 22.40
ESTIMATED SEASONAL HIGH WATER
EXIST. GROUNDLINE @ ℄ CONSTRUCTION



BM200
SET 4"X4" CM W/ N&D "LB 7917 BM200"
STA=199+99.5' 0FF 55.5' LT
ELEV=22.657'

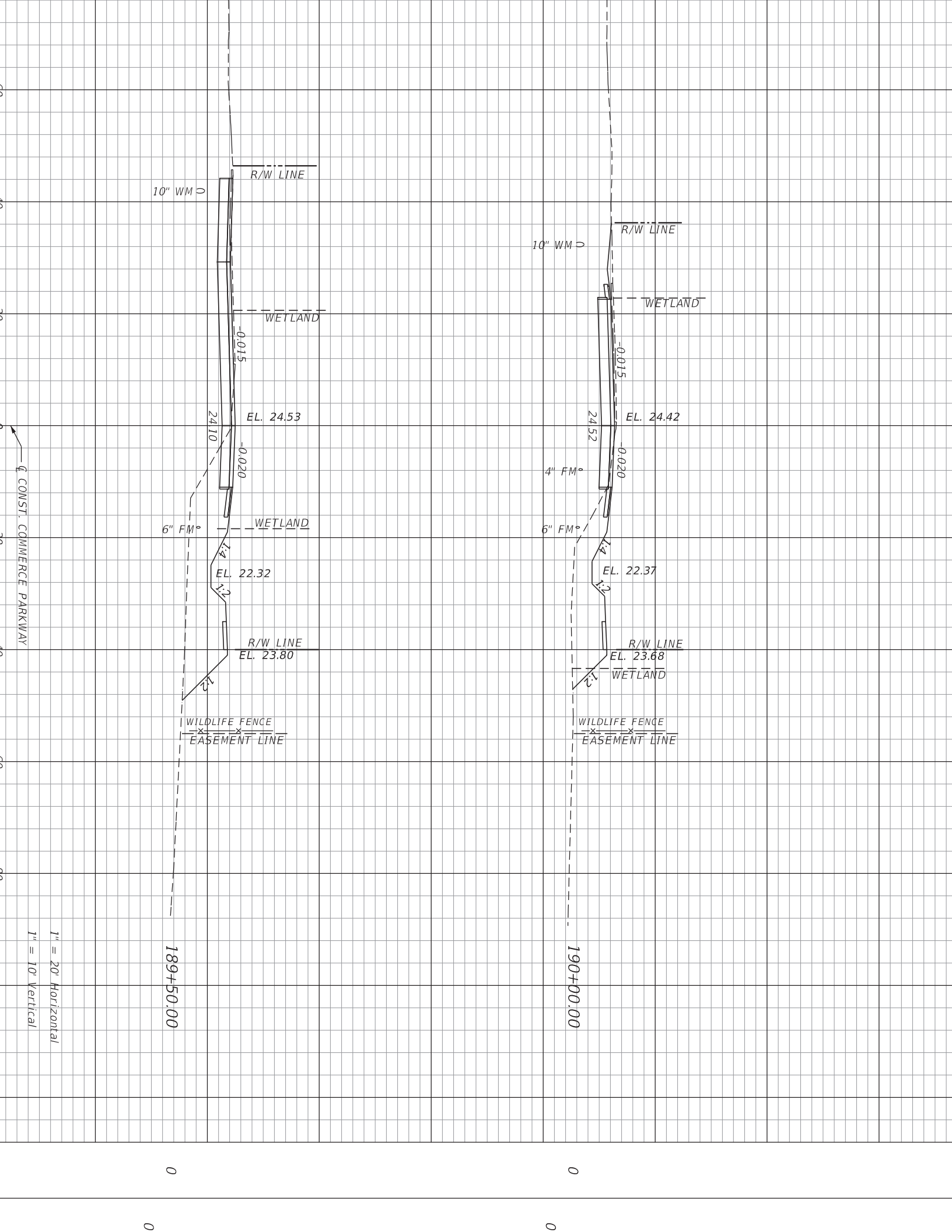
END MILLING & RESURFACING
STA. 199+94.63
℄ CONST. COMMERCE PARKWAY

END PROJECT
END CONSTRUCTION
STA. 200+16.54
℄ CONST. COMMERCE PARKWAY

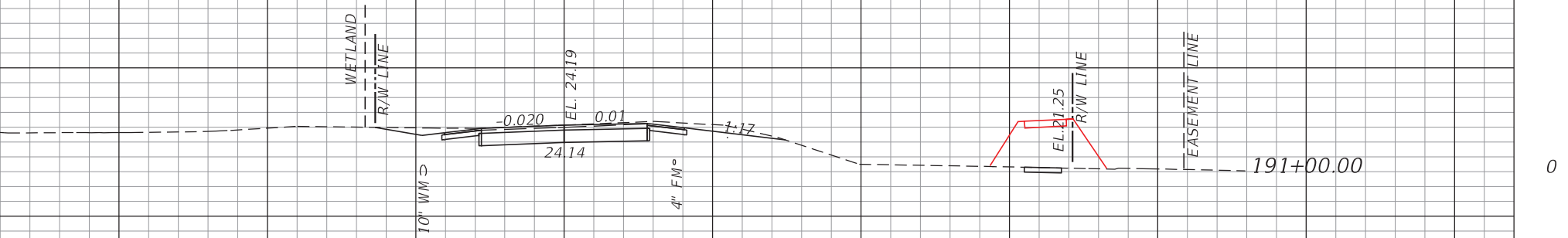
25.88

EXIST. GROUNDLINE
@ ℄ CONSTRUCTION

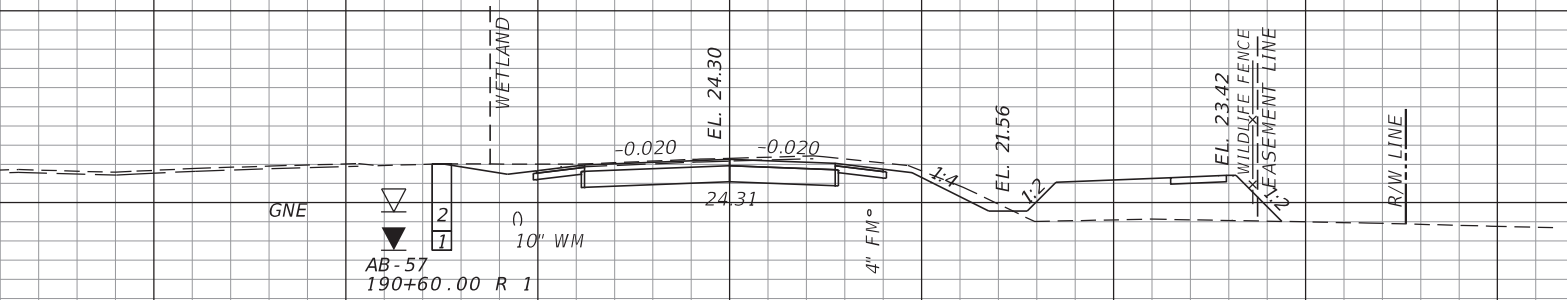
ESTIMATED SEASONAL
HIGH WATER


R/W LINE
10" WM
WETLAND
-0.015
24.10
EL. 24.53
-0.020
6" FM
WETLAND
1:4
EL. 22.32
1:2
R/W LINE
EL. 23.80
1:2
WILDLIFE FENCE
EASEMENT LINE
℄ CONST. COMMERCE PARKWAY
189+50.00
R/W LINE
10" WM
WETLAND
-0.015
24.52
EL. 24.42
-0.020
4" FM
6" FM
1:4
EL. 22.37
1:2
R/W LINE
EL. 23.68
WETLAND
1:2
WILDLIFE FENCE
EASEMENT LINE
190+00.00
1" = 20' Horizontal
1" = 10' Vertical

Keep the sidewalk alignment as shown in the plan, with the top of the back-slope at an approximate elevation of 24.54, sloping toward the roadway at no more than 0.02. A 2-foot flat area on both sides of the sidewalk, including 2:1 slopes, is recommended.



Begin the transition at Sta. 190+50, elevation 23.42, and gradually increase the running slope to ±2.58% toward Sta. 191+50. Refer to Sheet No. 142 for the corresponding cross section of the finish grade.

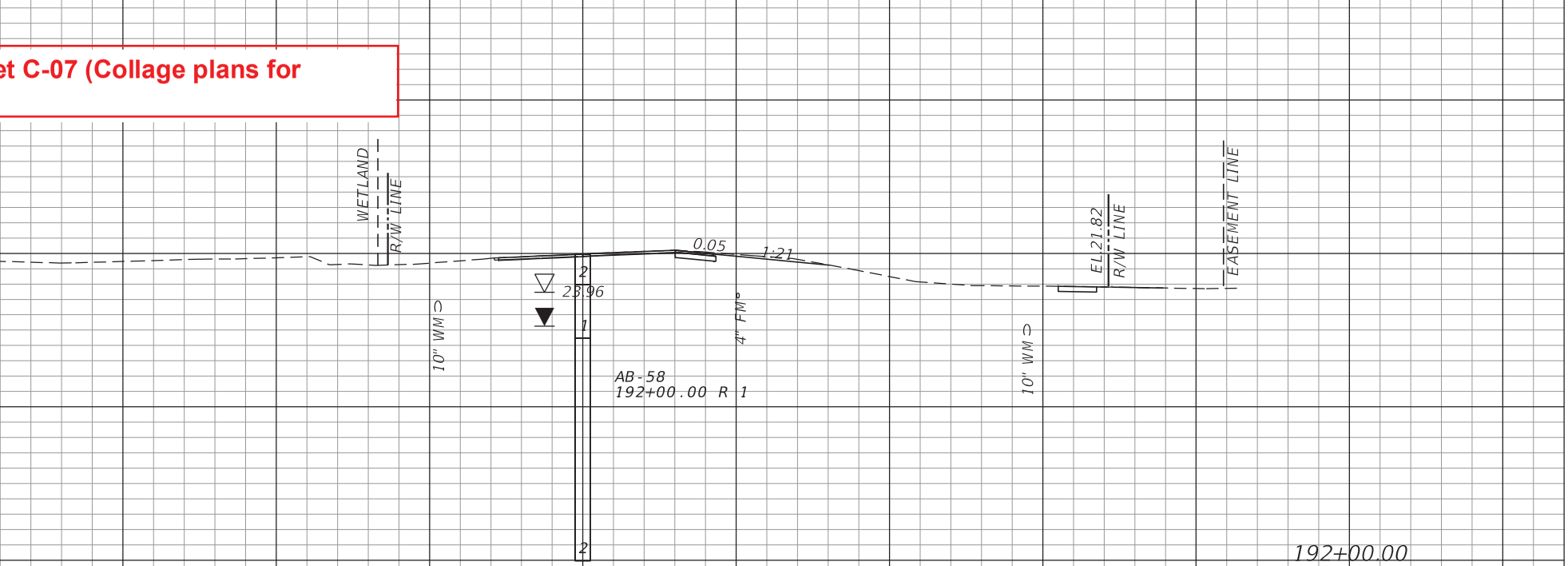


1" = 20' Horizontal

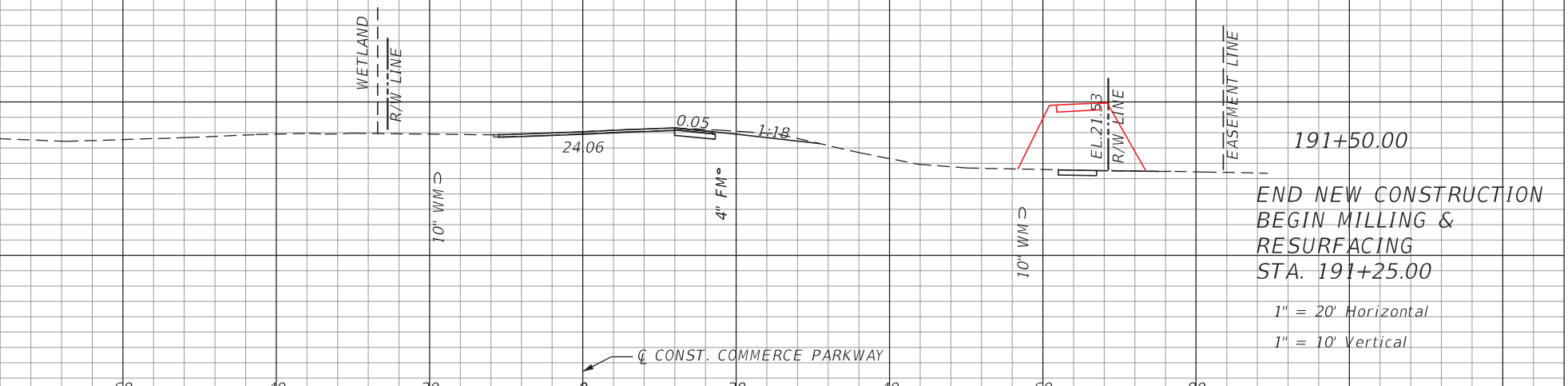
1" = 10' Vertical

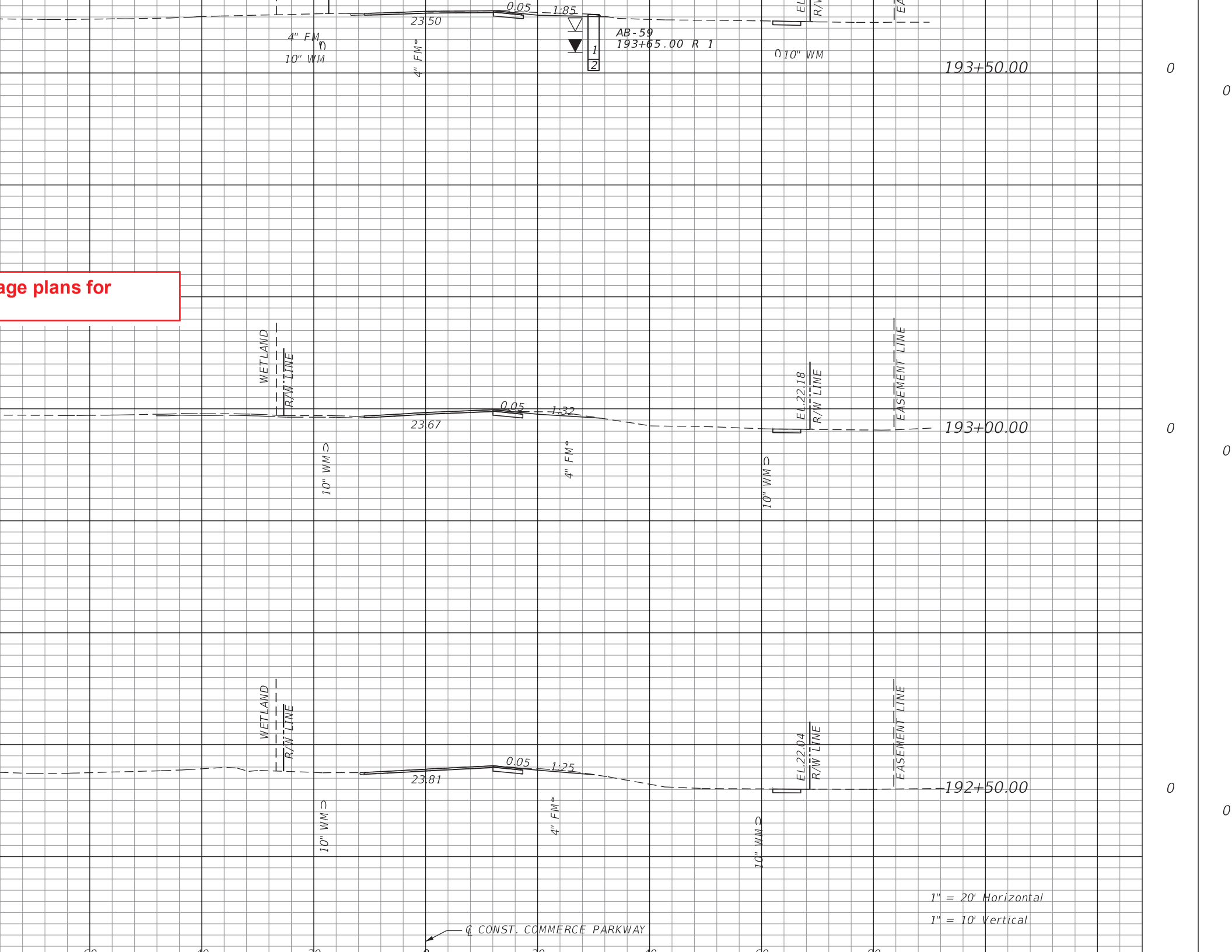
℄ CONST. COMMERCE PARKWAY

et C-07 (Collage plans for

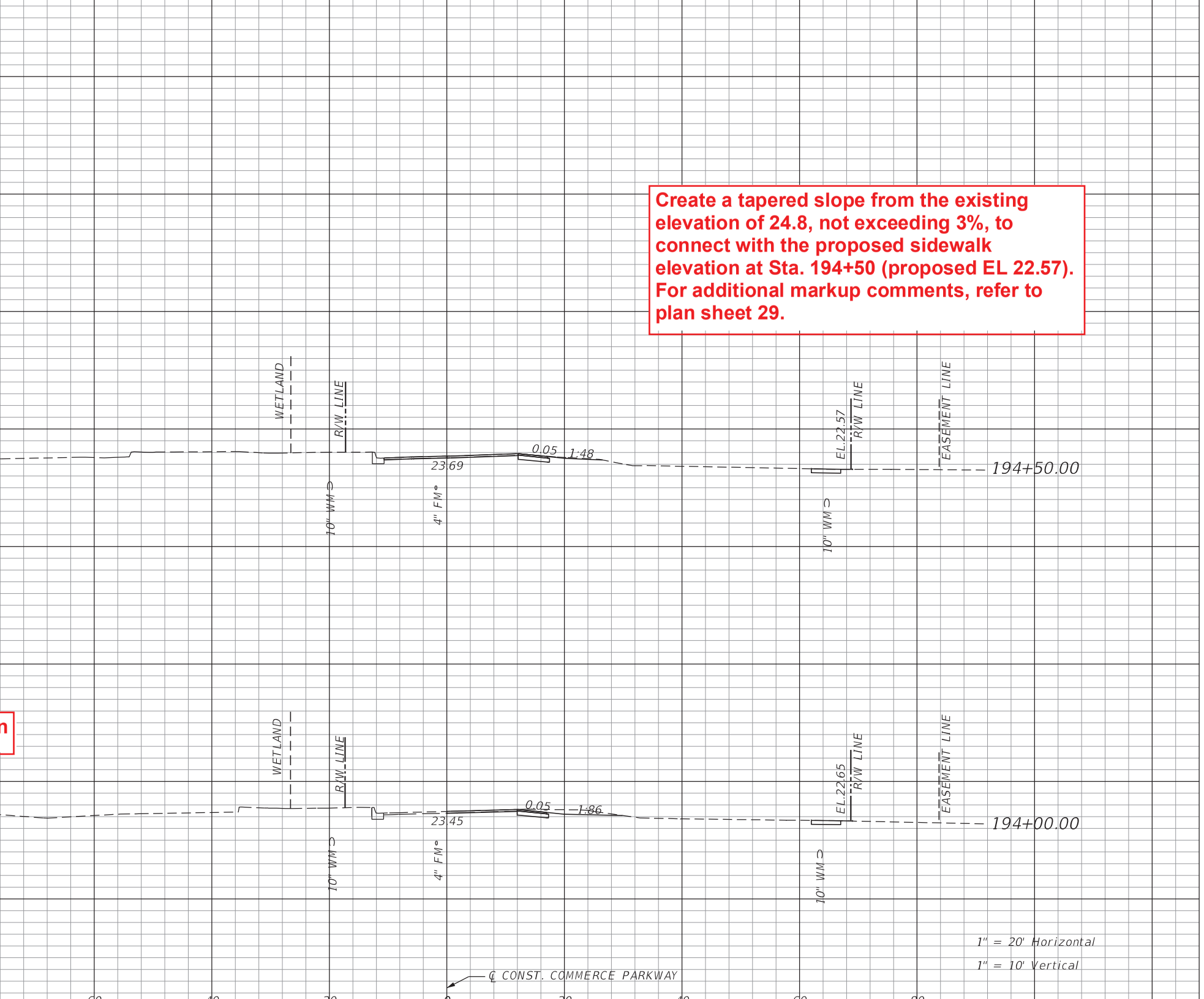


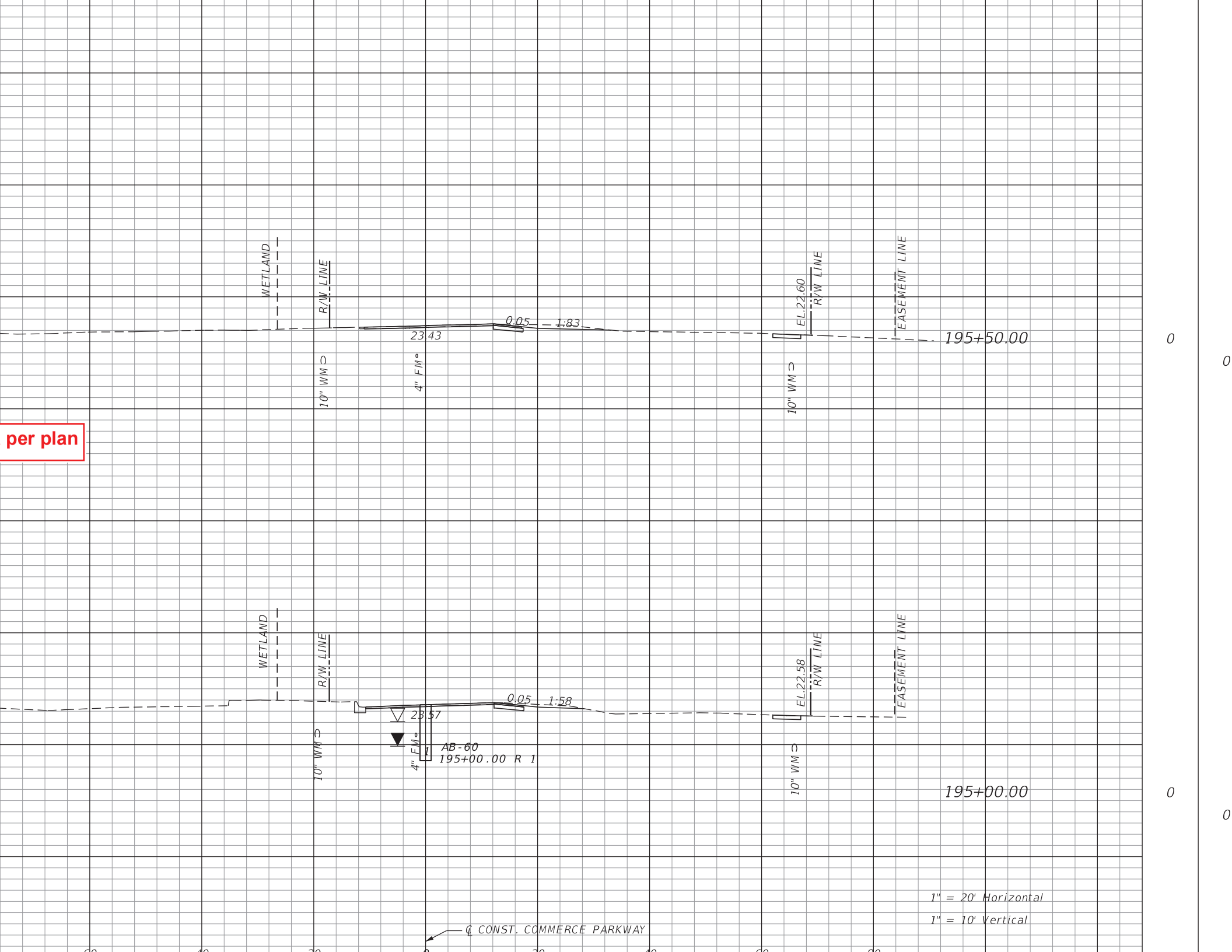
Keep the sidewalk alignment as shown in the plan, with the top of the back-slope at approximately elevation 26. The sidewalk should slope toward the roadway at no more than 0.02. It's recommended to add a 2-foot flat area on both sides of the sidewalk, with 2:1 slopes where needed. The transition into the College's finished grade should have a longitudinal slope of ±2.58%, which is within the allowed tolerance of 5%.

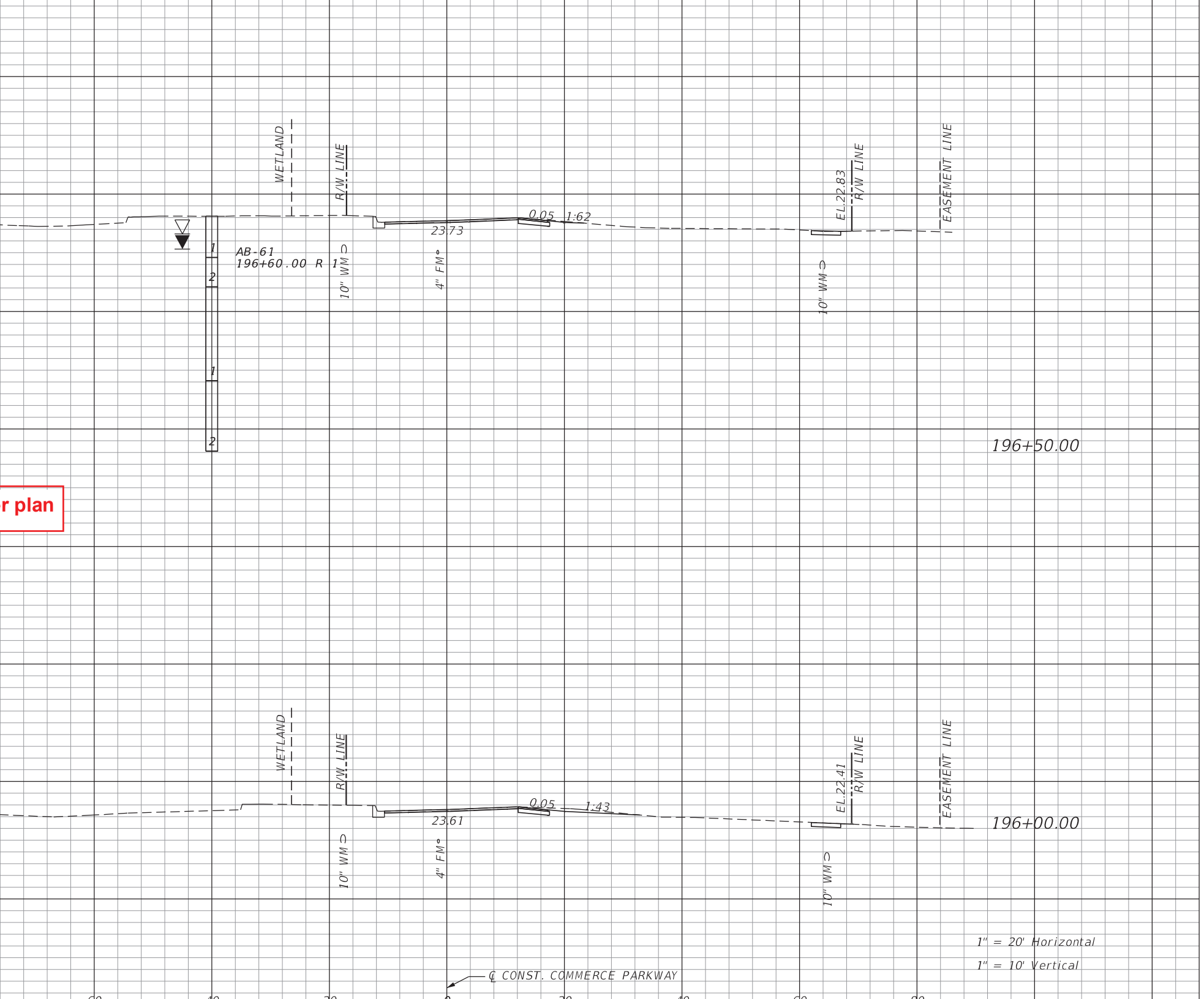


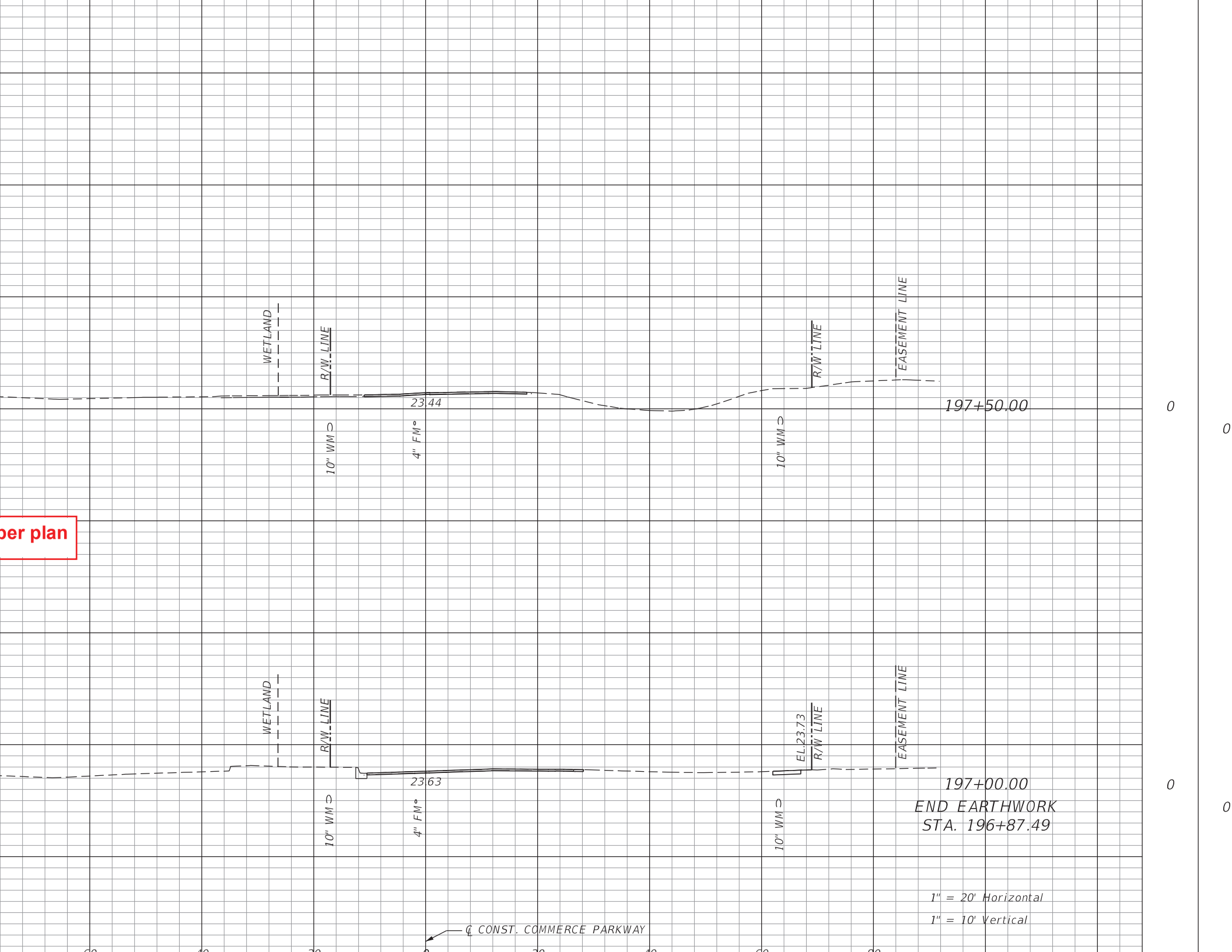


age plans for

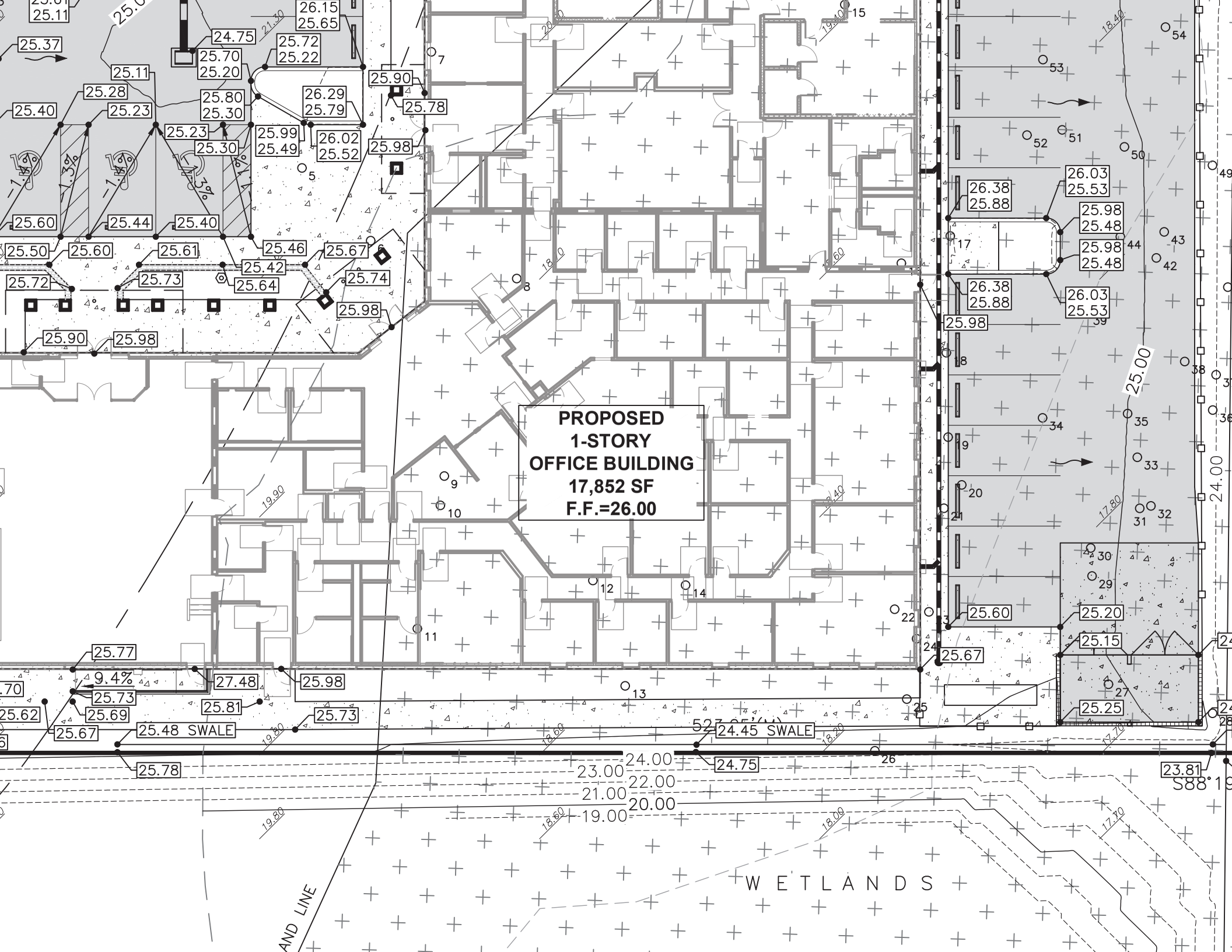

Create a tapered slope from the existing elevation of 24.8, not exceeding 3%, to connect with the proposed sidewalk elevation at Sta. 194+50 (proposed EL 22.57). For additional markup comments, refer to plan sheet 29.
WETLAND
R/W LINE
0.05
1:48
23.69
4" FM
10" WM
EL.22.57
R/W LINE
EASEMENT LINE
194+50.00
10" WM
WETLAND
R/W LINE
0.05
1:86
23.45
4" FM
10" WM
EL.22.65
R/W LINE
EASEMENT LINE
194+00.00
10" WM
1" = 20' Horizontal
1" = 10' Vertical
℄ CONST. COMMERCE PARKWAY


WETLAND
R/W LINE
0.05
1:83
23.43
4" FM
10" WM
EL.22.60
R/W LINE
EASEMENT LINE
195+50.00
per plan
WETLAND
R/W LINE
0.05
1:58
23.57
4" FM
AB-60
195+00.00 R 1
10" WM
EL.22.58
R/W LINE
EASEMENT LINE
195+00.00
℄ CONST. COMMERCE PARKWAY
1" = 20' Horizontal
1" = 10' Vertical


WETLAND
R/W LINE
0.05
1:62
23.73
EL.22.83
R/W LINE
EASEMENT LINE
AB-61
196+60.00 R 1
10" WM
4" FM
10" WM
1
2
1
2
196+50.00
WETLAND
R/W LINE
0.05
1:43
23.61
EL.22.41
R/W LINE
EASEMENT LINE
196+00.00
10" WM
4" FM
10" WM
1" = 20' Horizontal
1" = 10' Vertical
℄ CONST. COMMERCE PARKWAY


WETLAND
R/W LINE
23.44
10" WM
4" FM
10" WM
R/W LINE
EASEMENT LINE
197+50.00
WETLAND
R/W LINE
23.63
10" WM
4" FM
10" WM
EL.23.73
R/W LINE
EASEMENT LINE
197+00.00
END EARTHWORK
STA. 196+87.49
1" = 20' Horizontal
1" = 10' Vertical
℄ CONST. COMMERCE PARKWAY

per plan


PROPOSED
1-STORY
OFFICE BUILDING
17,852 SF
F.F.=26.00
W E T L A N D S
24.45 SWALE
25.48 SWALE
9.4%
25.37
25.11
25.28
25.40
25.23
25.30
25.60
25.44
25.50
25.61
25.72
25.73
25.64
25.46
25.42
25.67
25.74
25.98
25.90
24.75
25.70
25.20
25.72
25.22
26.15
25.65
25.80
25.30
26.29
25.79
25.99
25.49
26.02
25.52
25.78
25.77
27.48
25.81
25.69
25.62
25.67
25.78
26.38
25.88
26.03
25.53
25.98
25.48
25.60
25.20
25.15
25.25
24.75
23.81
24.00
23.00
22.00
21.00
20.00
19.00
25.00
24.00

Change Order
Package B

Engineer's Entitlement Analysis

CHANGE ORDER
PACKAGE B
ENTITLEMENT ANALYSIS

FIN No:	450921-1-54-01	Date Prepared:	3/31/2025
Contract No.	ITB23-034B	CEI:	CONSOR Engineers, LLC
Project Name:	Flagler Central Commerce Parkway Connector	Project Administrator	Charles Woerner

Description of Issue:

Due to the construction of a sidewalk along the right side of Commerce Parkway and the development of the Nexus Center Library on the left side, the addition of a midblock assembly was necessary to ensure safe pedestrian movement and access. This assembly is intended to address the increased foot traffic and provide a safe crossing point between the two developments, improving overall connectivity and accessibility. The changes are vital to accommodate the needs of pedestrians navigating the area, ensuring both safety and convenience in light of the ongoing infrastructure changes.

CEI Entitlement Analysis:

Standard General Conditions
Article 10: Change in the Work
Article 11: Changes in Contract Price

In response, the midblock assembly is being introduced to address increased pedestrian traffic from the Nexus Center Library and the new sidewalk along Commerce Parkway. It will create a safe crossing point between the sidewalk and the library, reducing the need for pedestrians to cross at unsafe intersections. Additionally, the assembly will comply with local safety standards and ensure accessibility for individuals with disabilities.

P&S Paving Inc. provided an estimate for the labor and equipment costs required to address these issues, including the allowable markup as per the contract.

The quote and corresponding email, dated March 31, 2025, are included in the summary of negotiations section. Additionally, a detailed breakdown of the cost increase, production time impact, and general conditions applied to this entitlement are attached for reference.

Time Addition / Reduction Analysis:

14 Non-compensable day requested

Charles Woerner **4/10/25**

Charles Woerner
Project Administrator
CONSOR

P&S PAVING, INC. - PROPOSAL

To: Consor Engineers
Attn: Charles Woerner

Date: 3/31/2025
Job Name: Flagler Commerce Parkway
P & S No.: 24.003
RE: Midblock Crossing

THIS PROPOSAL INCLUDES THE FOLLOWING ITEMS:

Midblock Crossing, Additional Sidewalk, Additional Drainage, Striping and Signage

ITEM	DESCRIPTION	QUANTITY	UNIT		UNIT PRICE	EXTENSION
1.	Midblock Crossing	1.00	LS	$	83,944.48	$83,944.48
					TOTAL	**$83,944.48**

Updated Pricing for Midblock Crossing from Revision 02 Plans provided February 26, 2025.

Consor Engineers:

By: Joel Iglesias
Digitally signed by Joel Iglesias
DN: C=US, E=jiglesias@consoreng.com, O=CONSOR Engineers, OU=Assistant Project Administrator, CN=Joel Iglesias
Date: 2025.04.10 09:47:16-04'00'

Title: _____

Date: _____

P&S Paving, Inc.:

By: Adam D Harrell
Digitally signed by Adam D Harrell
DN: C=US, E=aharrell@pandspavinginc.com, G=Adam, SN=Harrell, CN=Adam D Harrell, O=P and S Paving, OID.2.5.4.97="NTRUS+FL-59-3155035", SERIALNUMBER=A01410C00000193F422AF6600169BF6
Date: 2025.03.31 15:18:28-04'00'

Title: Project Manager

Date: 3/31/2025

Notes: Proposal valid for 30 days.

CONTRACTOR'S ESTIMATE FOR WORK ORDER

PROJECT: **Flagler Commerce Parkway**
Project No.: **ITB23-034B**
Revised Sidewalk Elevation

3/31/2025

Midblock Crossing Breakdown. Potential delivery for light assemblys upon approval is **18-weeks.**

LABOR ESTIMATE:

POSITION	QTY.	UNIT	RATE	AMOUNT	COMMENT
Pipe Crew	1.00	DA	$ 1,700.00	$ 1,700.00	
Fine Grade Crew	1.00	DA	$ 1,700.00	$ 1,700.00	Sidewalk, MES, sod
Superintent / Truck	1.00	DA	$ 675.00	$ 675.00	
Survey Crew	1.00	DA	$ 1,700.00	$ 1,700.00	
RAW LABOR SUBTOTAL				$ 5,775.00	
LABOR BURDEN		52.4%		$ 3,026.10	
SUBTOTAL WITH BURDEN				$ 8,801.10	
MARKUP		10.0%		$ 880.11	
TOTAL LABOR COST				**$ 9,681.21**	

EQUIPMENT ESTIMATE:

MACHINE	QTY.	UNIT	RATE	AMOUNT	COMMENT
Pipe Crew Equipment Transport	1.00	DA	$ 1,250.00	$ 1,250.00	
Pipe Crew Equipment	1.00	DA	$ 1,250.00	$ 1,250.00	
Survey Crew Equipment	1.00	DA	$ 750.00	$ 750.00	
EQUIPMENT SUBTOTAL				$ 3,250.00	
Tax		6.50%		$ 211.25	
SUBTOTAL w/ tax				$ 3,461.25	
MARKUP		10.0%		$ 346.13	
TOTAL EQUIPMENT COST				**$ 3,807.38**	

MATERIALS

ITEM	QTY.	UNIT	RATE	AMOUNT	COMMENT
Drainage Materials Pipe w/ Delivery	1.00	EA	$ 2,500.00	$ 2,500.00	$600 for delivery. $750 for each 14x23 MES
Drainage Materials Misc	1.00	EA	$ 950.00	$ 950.00	Pipe Gaskets, Pipe Lube, Filter Fabric, 57 stone
Concrete Material	8.00	CY	$ 221.00	$ 1,768.00	Minimum charge for sidewalk, minimum charge for MES.
Concrete Misc Material	1.00	LS	$ 500.00	$ 500.00	Forms, Mesh, Hardware, Stakes, Cure, Hand Tools
Pallet Sod	4.00	EA	$ 190.00	$ 760.00	
MATERIALS SUBTOTAL				$ 6,478.00	
Tax		6.5%		$ 421.07	
SUBTOTAL w/ tax				$ 6,899.07	
MARKUP		10.0%		$ 689.91	
TOTAL MATERIALS COST				**$ 7,588.98**	

SUBCONTRACTORS:

	QTY.	UNIT	RATE	AMOUNT	COMMENT
Sidewalk Sub	1.00	DA	$ 2,000.00	$ 2,000.00	Day Rate
Concrete MES Sub	1.00	DA	$ 2,000.00	$ 2,000.00	Day Rate
ADA Mats	30.00	SF	$ 28.00	$ 840.00	
Striping Sub Thermo	1.00	LS	$ 2,750.00	$ 2,750.00	Plus $1500 for mobilization. Preformed, longline, arrows.
Striping Sub Paint	1.00	LS	$ 1,700.00	$ 1,700.00	
Electrical Sub	1.00	LS	$ 31,256.92	$ 31,256.92	
Sign Sub	1.00	LS	$ 6,750.00	$ 6,750.00	Plus $750 Mobilization
Storm QC	5.00	HR	$ 65.00	$ 325.00	
Sidewalk QC	3.5	HR	$ 65.00	$ 224.86	
SUBTOTAL				$ 47,846.78	
MARKUP		10.0%		$ 4,784.68	
TOTAL SUBCONTRACTORS				**$ 52,631.46**	

MISC

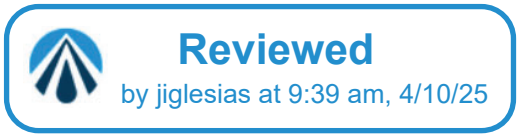
Survey	QTY.	UNIT	RATE	AMOUNT	COMMENT
Survey Rover, CAD Tech, GPS	1.00	EA	$ 1,650.00	$ 1,650.00	Layout equipment for electrical, storm, sidewalk, & signs
Rip Rap Material S-2	1.00	LS	$ 5,000.00	$ 5,000.00	
MATERIALS SUBTOTAL				$ 6,650.00	
Tax			6.50%	$ 432.25	
SUBTOTAL w/ tax				$ 7,082.25	
MARKUP			10.00%	$ 708.23	
TOTAL MISC.				**$ 7,790.48**	

TOTALS

SUBTOTAL LABOR, EQUIPMENT, & MATERIALS		$ 81,499.50	
OVERHEAD, INSURANCE, & BOND	3.0%	$ 2,444.98	
TOTAL COST ESTIMATE		**$ 83,944.48**	

Prepared By:
Adam Harrell, P&S Paving, Inc.

Date: 3/31/2025
Project Manager



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S TIME EXTENSION REQUEST

Date: 3/31/2025

Time Extension Request No. (Year-Sequential Number): 25-001

To: Resident Engineer: Joel Iglesias; Consor (Name)

From: Contractor: P&S Paving, Inc (Company Name)

Subject: Time Extension Request **Project No.** ITB 23-034B **Contract No.**

Financial Project ID 450921-1-54-01

I. Reason For Request

A. Type of Delay (Check appropriate box)

- ☐ Plan/Design Error
- ☑ Extra work
- ☐ Material Acquisition
- ☐ Local Requirements
- ☐ Conflicts
- ☐ DOT Response Time
- ☐ Utility Delay
- ☐ Special Events
- ☐ Maintenance of Traffic
- ☐ Miscellaneous

B. Describe Delay:

P&S Paving, Inc (P&S) is requesting to add fourteen (14) days to the contract to supplement the procurement time of the midblock crossing equipment. Upon shop drawing approvel, the equipment will take approximately 16-weeks.

II. Controlling Items Affected (List items and dates affected)

Controlling Item	Date(s)

III. Amount of Added Time Requested:

Work Items Requiring Added Time	Days Requested
Midblock Crossing Material Procurement	12
Midlock Crossing Installation	2

Total Additional Contract Time Requested 14

IV. Added Comments:

Signature: Adam D Harrell

Digitally signed by Adam D Harrell
DN: C=US, E=aharrell@pandspavinginc.com, G=Adam, SN=Harrell, CN=Adam D Harrell, O=P and S Paving, OID.2.5.4.97="NTRUS-FL-59-3155035", SERIALNUMBER=A01410C00000193F422AF6600169BF6
Date: 2025.03.31 10:55:12-04'00'

(Contractor)

Position in Company: Project Manager

Project Information Sheet

Subcontract/ Accounts Receivable/ Payable: Wende Lee wlee@pandspavinginc.com

EEO, Human Resources, Certified Payroll: Alicia Ochoa, aochoa@pandspavinginc.com

Lien Releases: Savanna Thiess SavannaT@pandspavinginc.com

Project Manager: Adam Harrell aharrell@pandspavinginc.com

Project Name:	**Flagler Central Commerce Parkway**

Project Number: 24.003 **Invoicing must include project number and project name.**	**Retainage 5.0%** **Certified Payroll: No** **Monthly Invoice Cut-off Date: 25th**	**Subcontract Amount:** $63,005.40 **Type: unit price**

Send all Invoicing to: invoices@pandspavinginc.com

Provided in Package: - Project Information Sheet - Subcontract Agreement **Insurance Requirement:** Provide a copy of current COI naming P & S Paving, Inc. as additional insured. -Sample Provided	**Financial Project No.** 0 **FDOT Contract No.** **General Contractor:** P & S Paving, Inc. 3701 Olson Drive Daytona Beach, FL 32124	**Subcontractor:** **P & P Striping, LLC.** **P O Box 66** **Pomona Park, FL 32181** **FEI/EIN Number: 81-2591906**

Owner:	Flagler County Board of County Commissioners	**General Contractor Bond Information**
Owner Address:	1769 E Moody Blvd Bldg 2 Bunnell FL	**Bond Number: 30206824**
County:	Flagler	Western Surety Company

NOTES:

SUBCONTRACT AGREEMENT

P & S PAVING, INC. 3701 Olson Drive, Daytona Beach, FL 32124 (386)258-7911
CGC1529608, CUC1225558, FPC19-00050

Subcontractor 81-2591906 P & P Striping, LLC.	Project Flagler Central Commerce Parkway	Subcontract No. 24.003.02	
P O Box 66	Location Flagler County	Date 02.12.24	
Pomona Park, FL 32181	Telephone Job Site N/A	Subcontract Amount $63,005.40	
Attention Christina		Retainage % 5.0%	Fixed or Unit Price? unit price
Subcontractor Phone No: 386-916-6426	Customer: Flagler County BOCC	Completion Date Per Schedule	
christina@pnpstriping.con	Architect/Engineer N/A	Vendor No.	Cost code

This Subcontract Agreement is made by and between P & S Paving, Inc. a Florida Corporation, hereinafter referred to as Contractor, and the Subcontractor named above, WHEREAS: Contractor has entered into a contract ("Prime Contract") with the Customer listed above to furnish work, labor, and services necessary for the construction of the project listed above in accordance with the Prime Contract documents, including plans and specifications prepared by the Architect/Engineer (hereinafter referred to as A/E); NOW THEREFORE, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree that subject to the terms and conditions contained herein, Subcontractor agrees to provide everything required to complete, and will complete the following described schedule of work items (herein referred to as the "Work") in connection with the construction of the project:

SCHEDULE OF WORK ITEMS: All quantities stated herein are approximate and may vary, and the total Subcontract Amount will be determined by the actual quantities installed, based on the following unit prices. Contractor does not guarantee quantities and assumes no liability for damages because the quantities may be different from those stated herein. Note additional requiremented identified in Exhibit No. 1.

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
700-1-11	26	AS	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	$410.00	$10,660.00
700-1-12	2	AS	SINGLE POST SIGN, F&I, GROUND MOUNT, 12 - 20 SF	$2,300.00	$4,600.00
700-1-13	1	AS	SINGLE POST SIGN, F&I, GROUND MOUNT, 21 - 30 SF	$2,600.00	$2,600.00
700-1-60	4	AS	SINGLE POST SIGN, REMOVE	$50.00	$200.00
705-10-1	6	EA	OBJECT MARKER, TYPE I	$350.00	$2,100.00
705-11-1	1	EA	DELINEATOR, FLEXIBLE TUBULAR	$125.00	$125.00
706-1-3	526	EA	RAISED PAVEMENT MARKER, TYPE B	$4.50	$2,367.00
710-90	1	LS	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	$1,112.10	$1,112.10
711-11-123	83	LF	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWAL	$5.00	$415.00
711-11-125	110	LF	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LIN	$7.00	$770.00
711-11-141	0.124	GM	THERMOPLASTIC, STD, WHITE, 2-4 DOTTED GUIDE LINE/	$1,500.00	$186.00
711-11-170	21	EA	THERMOPLASTIC, STD, WHITE, ARROW	$75.00	$1,575.00
711-11-224	63	LF	THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONA	$6.00	$378.00
711-11-241	0.131	GM	THERMOPLASTIC, STD, YELLOW, 2-4 DOTTED GUIDE LINE/	$1,500.00	$196.50
711-141-60	2	EA	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	$350.00	$700.00

ITEM NUMBER	APPROXIMATE QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL
711-141-70	2	EA	THERMOPLASTIC, PREFORMED, WHITE, ARROWS (BIKE THRU	$110.00	$220.00
711-151-01	0.186	GM	THERMOPLASTIC, STD - OPEN GRADED ASPHALT SURFACES,	$6,200.00	$1,153.20
711-152-01	0.082	GM	THERMOPLASTIC, STD - OPEN GRADED ASPHALT SURFACES,	$6,200.00	$508.40
711-16101	3.465	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOL	$4,800.00	$16,632.00
711-16201	3.439	GM	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SO	$4,800.00	$16,507.20
				TOTAL	*$63,005.40*

Job Location: FLAGLER COMMERCE
Description: RRFB INSTALL
Bid Date 3.6.2025

Chinchor Electric, Inc.
1460 S. Leavitt Avenure
Orange City, FL 32763
386-774-1020

	DESCRIPTION	UNITS	UNIT PRICE	# Units	Contract Amount
	MOBILIZATION	LS	$ 3,937.50	1.00	$ 3,937.50
654 2 22	MIDBLOCK CROSSWALK: RRFB, F&I-SOLAR, COMPLETE SIGN ASSEMBLY BACK TO BACK	AS	$ 13,659.71	2.00	$ 27,319.42

Total $ 31,256.92

NOTES

NOTE 1: THE ITEMS LISTED ABOVE AND THE REFERENCED NOTES ARE THE ONLY ITEMS INCLUDED FOR BIDDING PURPOSES. ALL OTHER ITEMS ARE OUTSIDE THE SCOPE OF THIS BID

NOTE 2: CHINCHOR ELECTRIC, INC. IS NOT RESPONSIBLE FOR ANY PERMIT WITH THE EXCEPTION OF ELECTRICAL PERMIT. THE EXPENSE FOR ROW INSPECTIONS ARE THE RESPONSIBILITY OF OTHERS

NOTE 3: ANY MAST ARM POLE LOCATIONS THAT NEED TO BE RELOCATED DUE TO UTILITY CONFLICTS ARE THE SOLE RESPONSIBILITY OF THE E.O.R. TO PROVIDE A NEW CLEAR LOCATION

NOTE 4: ONLY ONE SOFT DIG / PRE DIG FOR MAST ARM POLE LOCATIONS ARE PROVIDED IN THESE DRAWINGS ARE INCLUDED IN THIS PROPOSAL ALL OTHERS NEEDED DUE TO UTILITY CONFLICTS WILL BE CHARGED AT $850.00 PER LOCATION

NOTE 5: ALL FEES CHARGED BY UTILITY COMPANYS DUE TO CONFLICTS AT MAST ARM POLE LOCATIONS WILL BE THE RESPONSIBILTY OF OTHERS.

NOTE 6: BOND NOT INLCUDED.

NOTE 7: ALL DRILL SHAFT TESTING AND QC IS INLCUDED FOR OUR WORK ONLY.

NOTE 8: AS-BUILTS ARE INLCUDED FOR OUR WORK ONLY.

NOTE 9: PROPOSAL IS VALID FOR 60 DAYS

NOTE10: ALL SURVEY TO BE PREFORMED BY PRIME CONTRACTOR

Proposal

1224 S US Hwy 17	Tel:	386-463-7017
Satsuma, FL 32189	Tel:	386-916-6426

11/27/23

Proposal For:	Bidders	Attn:	Estimating
Project Name:	Flagler County Commerce Pkwy Connector Signs		
Location:	Commerce Pkwy		
Finacial ID:	450921-1-54-01		
Letting Date:	11/28/2023		

P&P Authorized Signature X

Item #	Description	Quantity	U.M.	Unit Cost	Amount
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	26	AS	$410.00	$10,660.00
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	2	AS	$2,300.00	$4,600.00
0700 1 13	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	1	AS	$2,600.00	$2,600.00
0700 1 60	SINGLE POST SIGN, REMOVE	4	AS	$50.00	$200.00
0705 10 1	OBJECT MARKER, TYPE 1	6	EA	$350.00	$2,100.00
0705 11 1	DELINEATOR, FLEXABLE TUBULAR	1	EA	$125.00	$125.00
We Propose:	To furnish material, labor and equipment in accordance with the above specifications for the sum of:				$20,285.00

Contingencies:

All MOT to be provided by Prime Contractor.

Two weeks notice for scheduling crews.

Payment: All payment must be made as follow: NET 30 DAYS

Bid Item	Pay Item	Description	UM	Unit Price	Total	Midblock	
720	711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWAL	LF	$ 5.00	$ 415.00	94	$ 470.00
730	711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LIN	LF	$ 8.00	$ 880.00	74	$ 592.00
770	711-11-241	THERMOPLASTIC, STD, YELLOW, 2-4 DOTTED GUIDE LINE/	GM	$ 1,500.00	$ 196.50	0.033	$ 49.50
780	711-141-60	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	$ 350.00	$ 700.00	2	$ 700.00
		PAINTED PAVT MARKINGS DOTTED	GM	$ 650.00		0.033	$ 21.45
		PAINTED PAVMT MARKINGS STND WHITE SYMBL	EA	$ 25.00		2	$ 50.00
		PAINTED PAVMT MARKINGS 24"	LF	$ 1.85		74	$ 136.90
		PAINTED PAVMT MARKINGS 12"	LF	$ 1.35		94	$ 126.90
		MOB PAINT	EA	$ 1,500.00		1	$ 1,500.00
		MOT THERMO	EA	$ 850.00		1	$ 850.00

Purchase Order # 24.003.800

P & S PAVING, INC.
3701 Olson Drive
Daytona Beach, Fl 32124
(386)258-7911

To: **Rinker Materials**
2313 Vulcan Road
Orlando, FL 32703

Date: **5/21/2024**
Project: **Flagler Central Commerce Pkwy**
Attn: **Matthew Edwards**

Instructions for Invoicing: **Purchase Order # REQUIRED on all invoices**

The items listed below (the "products") are to be shipped in accordance with the terms and descriptions as set forth within this Purchase Order and in accordance with Seller's quotation QUO 601509 T9J4S9 (s) dated **11/22/23**. All products are to be furnished in strict accordance with the Contract Documents (defined below).

By shipping the products or by acknowledging receipt of this order, Seller agrees to the terms and conditions of this Purchase Order, including those on the attached pages numbered **2-4 and any Exhibits attached, which are incorporated into this Purchase Order by reference**, which represent the entire agreement between the parties hereto and supersedes all negotiations, representations, quotations, or agreements whether oral and written. In the event of an inconsistency between this Purchase Order and Seller's quotation, the terms and conditions of this Purchase Order will control and govern.

Schedule A

ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	18x8' CL3 PF RCP	LF	648	$36.00	$23,328.00
2	24X8' CL3 PF RCP	LF	96	$55.80	$5,356.80
3	36X8' CL3 PF RCP	LF	16	$117.00	$1,872.00
4	48x8' CL3 PF RCP	LF	240	$193.50	$46,440.00
5	18x8' CL3 PF MES 4:1 GB RCP	EA	1	$652.50	$652.50
6	14x23x8' CL3 PF HERCP	LF	136	$62.00	$8,432.00
7	14x23x8' CL3 PF MES 4:1 GBHERCP	EA	9	$750.00	$6,750.00
8	#711 Lubricant 8LB	EA	10	$11.00	$110.00
TOTAL					$88,092.50

Rinker Breakdown:

MES = $750 x 2 = $1500.00
14x23 = $62 / LF = $992.00
Gaskets / Pipe Lube = $95.00
Shipping = $600

Signature Date

Signature Date

RECEIVED MAR 0 4 2025

Invoice

ROMINES INC
4367 MARSH RD
DELAND, FL 32724-9762 US
+13868042482
rominesinc@gmail.com

VENDOR NO. 1335 G/I. NO. _____
JOB NO. Various DIVISION _____
INVOICE NO. 2197 COST CODE _____
INVOICE DATE 03/04 COST CLASS _____
AMOUNT $ 11156.00 APPRVD BY Attached.

BILL TO
P&S Paving
3701 Olson Drive
Florida
Daytona Beach, FL 32124

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2197	03/04/2025	$11,156.00	03/06/2025	Due on receipt	

P.O. NUMBER
2/26-3/4/2025

	DESCRIPTION	QTY	RATE	AMOUNT
A	4" Sidewalk (sy) 24-003 / Commerce Pkwy (T 3/4)	368	10.75	3,956.00
B	Daily Rate (Adjustable) 74sy 4" Sidewalk 24-015 / 15/600 (Th 2/27)	1	2,200.00	2,200.00
C	Daily Rate (Adjustable) 19sy Ramp 22-092 / Sr 520 (W 2/26)	1	2,800.00	2,800.00
D	Daily Rate (Adjustable) 47sy 4" Sidewalk, 14 LF Ty F ~~22-068~~ 23-068 / Amelia (Th 2/27)	1	2,200.00	2,200.00

BALANCE DUE **$11,156.00**

$2000.00 DA for sidewalk tie-in at Midblock

Quote

8798

Titan Florida LLC

455 Fairway Dr

Deerfield Beach, Florida 33441

954-481-2800

http://www.titanamerica.com/our_company/locations/florida/

PROJECT	Flagler Commerce Pkwy FIN 450921-1-54-01	DATE	30 Aug 2024 10:24
CUSTOMER	P & S PAVING INC	BID DATE	30 Aug 2024
CONTACT	Adam Harrell, (904) 612 6140	END DATE	30 Jun 2025
QUANTITY	400 CY	ADDRESS	Commerce Parkway
PROJECT TYPE	Non-Building		Bunnell, FL, 32110

This Quotation is not binding on Titan Florida LLC unless accepted in writing within 30 days of issue, and is subject to withdrawal prior to acceptance. Titan Florida LLC reserves the right to revoke this Quotation at any time up to 10 days following Buyer's acceptance.

The pricing contained herein shall be valid until 29 Sep 2024; should you need pricing beyond this date, please contact our Sales Department and they will be happy to assist you.

CONCRETE

CODE	NAME	PRICE	UOM	WORK TYPES	NOTES
DNFB9510	CL NS 2500 BLEND	$175.00	CY		
DB190200	CL II DECK (05-1902)	$190.00	CY		4500 PSI / 16-608 Sand
DB190201	CL II DECK (05-1902-01)	$190.00	CY		4500 PSI / 76-349 Sand
D4189500	CL IV 5500 (05-1895)	$202.00	CY		5500 PSI / 16-608 Sand
D4189501	CL IV 5500 (05-1895-01)	$202.00	CY		5500 PSI / 76-349 Sand

ADMIXTURES

CODE	NAME	PRICE	UOM	NOTES
1001963	EXP JOINT: (BLACK) 1/2X4INX10	$100.00	EA	
1001999	POLYFILM: 6ML 20X100	$160.00	EA	

FEES

CODE	NAME	PRICE	UOM	NOTES
98000446	DOUBLE CALL BACK CHARGE	$350.00	LD	
98000448	SHORT LOAD	$350.00	LD	Under 4 cyds
98000442	ENVIRON SURCHG/LD	$20.00	LD	
98000303	VARIABLE FUEL SURCHARGE /LD	$26.00	LD	Adjusts Monthly

ESCALATORS

ESCALATORS ON CONCRETE PRODUCTS	+$6.00 01 Jan 2025

NOTES

Any testing over and above what would be considered Industry Standard is excluded.

Change Order
Package C

Engineer's Entitlement Analysis

CHANGE ORDER
PACKAGE C
ENTITLEMENT ANALYSIS

FIN No:	450921-1-54-01	Date Prepared:	3/31/2025
Contract No.	ITB23-034B	CEI:	CONSOR Engineers, LLC
Project Name:	Flagler Central Commerce Parkway Connector	Project Administrator	Charles Woerner

Description of Issue:

Due to the exclusion of the FPL primary (lighting) and transformers from the original contract with the city/county, the addition of these components is now required to provide power to the newly installed street lights, outside of the previously installed secondary line and handholes. This addition is necessary to ensure the proper functioning of the street lighting system, which is a critical element for enhancing safety and visibility along the roadway.

CEI Entitlement Analysis:

Standard General Conditions
Article 10: Change in the Work
Article 11: Changes in Contract Price

In response, the addition of the FPL primary, transformers, and applicable junction boxes is necessary to provide power to the newly installed street lights, ensuring their proper functionality and safety. This addition completes the electrical infrastructure for the lighting system, addresses gaps in the initial contract, and ensures compliance with local utility and safety standards.

P&S Paving Inc. provided an estimate for the labor and equipment costs required to address these issues, including the allowable markup as per the contract.

The quote and corresponding email, dated March 31, 2025, are included in the summary of negotiations section. Additionally, a detailed breakdown of the cost increase, production time impact, and general conditions applied to this entitlement are attached for reference.

Time Addition / Reduction Analysis:

16 Non-compensable day requested

Charles Woerner 4/10/25

Charles Woerner
Project Administrator
CONSOR

P&S PAVING, INC. - PROPOSAL

To: Consor Engineers
Attn: Charles Woerner

Date: 3/31/2025
Job Name: Flagler Commerce Parkway
P & S No.: 24.003
RE: FPL Primiary Install

THIS PROPOSAL INCLUDES THE FOLLOWING ITEMS:

FPL Primary install for street lighting.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.	FPL Material	1.00	LS	$ 69,637.00	$ 69,637.00
2.	Primary Install	1.00	LS	$ 248,621.56	$ 248,621.56
3.	Remedial Work	1.00	LS	$ 35,982.46	$ 35,982.46
4.	NTE	1.00	LS	$ 15,000.00	$ 15,000.00
				TOTAL	**$369,241.01**

FPL Primary Install

Consor Engineers:

By: Joel Iglesias Digitally signed by Joel Iglesias DN: C=US, E=jiglesias@consoreng.com, O=CONSOR Engineers, OU=Assistant Project Administrator, CN=Joel Iglesias Date: 2025.04.10 09:47:56-04'00'

Title: _____

Date: _____

P&S Paving, Inc.:

By: Adam D Harrell Digitally signed by Adam D Harrell DN: C=US, E=aharrell@pandspavinginc.com, G=Adam, SN=Harrell, CN=Adam D Harrell, O=P and S Paving, OID.2.5.4.97="NTRUS-FL-59-3155035", SERIALNUMBER=A01410C000001193F422AF6600169BF6 Date: 2025.03.31 15:21:53-04'00'

Title: Project Manager

Date: 3/31/2025

Notes: Proposal valid for 30 days.

CONTRACTOR'S ESTIMATE FOR WORK ORDER

PROJECT: **Flagler Commerce Parkway**
Project No.: **ITB23-034B**
FPL Primary Install

3/31/2025

Primary Install by sub. Material cost through FPL. Rework to construction site. Additional days for FPL transformers and pull boxes.

LABOR ESTIMATE:

POSITION	QTY.	UNIT	RATE	AMOUNT	COMMENT
RAW LABOR SUBTOTAL				$ -	
LABOR BURDEN		52.4%		$ -	
SUBTOTAL WITH BURDEN				$ -	
MARKUP		10.0%		$ -	
TOTAL LABOR COST				**$ -**	

EQUIPMENT ESTIMATE:

MACHINE	QTY.	UNIT	RATE	AMOUNT	COMMENT
EQUIPMENT SUBTOTAL				$ -	
Tax		6.50%		$ -	
SUBTOTAL w/ tax				$ -	
MARKUP		10.0%		$ -	
TOTAL EQUIPMENT COST				**$ -**	

MATERIALS

ITEM	QTY.	UNIT	RATE	AMOUNT	COMMENT
FPL 2" Primary	1.00	LS	$ 69,637.00	$ 69,637.00	
MATERIALS SUBTOTAL				$ 69,637.00	
Tax		0.0%		$ -	
SUBTOTAL w/ tax				$ 69,637.00	
MARKUP				$ -	
TOTAL MATERIALS COST				**$ 69,637.00**	

SUBCONTRACTORS:

	QTY.	UNIT	RATE	AMOUNT	COMMENT
SUBTOTAL				$ -	
MARKUP		10.0%		$ -	
TOTAL SUBCONTRACTORS				**$ -**	

MISC

Survey	QTY.	UNIT	RATE	AMOUNT	COMMENT
MATERIALS SUBTOTAL				$ -	
Tax			6.50%	$ -	
SUBTOTAL w/ tax				$ -	
MARKUP			10.00%	$ -	
TOTAL MISC.				**$ -**	

TOTALS

SUBTOTAL LABOR, EQUIPMENT, & MATERIALS		$ 69,637.00
OVERHEAD, INSURANCE, & BOND	0.0%	$ -
TOTAL COST ESTIMATE		**$ 69,637.00**

Prepared By:
Adam Harrell, P&S Paving, Inc.

Date: 3/31/2025
Project Manager

CONTRACTOR'S ESTIMATE FOR WORK ORDER

PROJECT: **Flagler Commerce Parkway**
Project No.: **ITB23-034B**
FPL Primary Install

3/31/2025

Primary Install by sub. Material cost through FPL. Rework to construction site. Additional days for FPL transformers and pull boxes.

LABOR ESTIMATE:

POSITION	QTY.	UNIT	RATE	AMOUNT	COMMENT
Jared Crosby - Survey Lead	32.00	HR	$ 25.65	$ 820.80	
Hernan Beltran	32.00	HR	$ 21.00	$ 672.00	
Dylan Hull	32.00	HR	$ 18.50	$ 592.00	
RAW LABOR SUBTOTAL				$ 2,084.80	
LABOR BURDEN		52.4%		$ 1,092.44	
SUBTOTAL WITH BURDEN				$ 3,177.24	
MARKUP		10.0%		$ 317.72	
TOTAL LABOR COST				**$ 3,494.96**	

EQUIPMENT ESTIMATE:

MACHINE	QTY.	UNIT	RATE	AMOUNT	COMMENT
Ford F-250	32.00	HR	$ 26.31	$ 841.92	
EQUIPMENT SUBTOTAL				$ 841.92	
Tax		6.50%		$ 54.72	
SUBTOTAL w/ tax				$ 896.64	
MARKUP		10.0%		$ 89.66	
TOTAL EQUIPMENT COST				**$ 986.31**	

MATERIALS

ITEM	QTY.	UNIT	RATE	AMOUNT	COMMENT
MATERIALS SUBTOTAL				$ -	
Tax		6.5%		$ -	
SUBTOTAL w/ tax				$ -	
MARKUP		10.0%		$ -	
TOTAL MATERIALS COST				**$ -**	

SUBCONTRACTORS:

Quantum Electric	QTY.	UNIT	RATE	AMOUNT	COMMENT
2" Primary Install	1.00	LS	$ 209,956.00	$ 209,956.00	
SUBTOTAL				$ 209,956.00	
MARKUP		10.0%		$ 20,995.60	
TOTAL SUBCONTRACTORS				**$ 230,951.60**	

MISC

Survey	QTY.	UNIT	RATE	AMOUNT	COMMENT
Survey Equipment	32.00	HR	$ 36.00	$ 1,152.00	Stakes, Rod, GPS Equipment
MATERIALS SUBTOTAL				$ 1,152.00	
Tax			6.50%	$ 74.88	
SUBTOTAL w/ tax				$ 1,226.88	
MARKUP			10.00%	$ 122.69	
TOTAL MISC.				**$ 1,349.57**	

TOTALS

SUBTOTAL LABOR, EQUIPMENT, & MATERIALS		$ 236,782.44
OVERHEAD, INSURANCE, & BOND	5.0%	$ 11,839.12
TOTAL COST ESTIMATE		**$ 248,621.56**

Prepared By:
Adam Harrell, P&S Paving, Inc.

Date: 3/31/2025
Project Manager

CONTRACTOR'S ESTIMATE FOR WORK ORDER

PROJECT: **Flagler Commerce Parkway**
Project No.: **ITB23-034B**
FPL Primary Install

3/31/2025

Primary Install by sub. Material cost through FPL. Rework to construction site. Additional days for FPL transformers and pull boxes.

LABOR ESTIMATE:

POSITION	QTY.	UNIT	RATE	AMOUNT	COMMENT
Mike Cutlip	40.00	HR	$ 62.74	$ 2,509.60	
Kinnie Johnson	40.00	HR	$ 22.80	$ 912.00	
Robert Gigdon	40.00	HR	$ 24.00	$ 960.00	
Jordan Armbruster	40.00	HR	$ 17.50	$ 700.00	
Shawn Sepanek	40.00	HR	$ 31.42	$ 1,256.80	
Michael Hickox	24.00	HR	$ 67.41	$ 1,617.84	
Adam Harrell	15.00	HR	$ 50.96	$ 764.40	
RAW LABOR SUBTOTAL				$ 8,720.64	
LABOR BURDEN		52.4%		$ 4,569.62	
SUBTOTAL WITH BURDEN				$ 13,290.26	
MARKUP		10.0%		$ 1,329.03	
TOTAL LABOR COST				**$ 14,619.28**	

EQUIPMENT ESTIMATE:

MACHINE	QTY.	UNIT	RATE	AMOUNT	COMMENT
Equipment Transport	10.00	HR	$ 94.00	$ 940.00	
CAT Loader	40.00	HR	$ 58.59	$ 2,343.60	
CAT Mini Excavator	40.00	HR	$ 40.47	$ 1,618.80	
Ford 150	80.00	HR	$ 29.97	$ 2,397.60	
Ford 250	20.00	HR	$ 40.54	$ 810.80	
Gradeall 5200	40.00	HR	$ 96.84	$ 3,873.60	
EQUIPMENT SUBTOTAL				$ 11,984.40	
Tax		6.50%		$ 778.99	
SUBTOTAL w/ tax				$ 12,763.39	
MARKUP		10.0%		$ 1,276.34	
TOTAL EQUIPMENT COST				**$ 14,039.72**	

MATERIALS

ITEM	QTY.	UNIT	RATE	AMOUNT	COMMENT
MATERIALS SUBTOTAL				$ -	
Tax		6.5%		$ -	
SUBTOTAL w/ tax				$ -	
MARKUP		10.0%		$ -	
TOTAL MATERIALS COST				**$ -**	

SUBCONTRACTORS:

	QTY.	UNIT	RATE	AMOUNT	COMMENT
Sula Sod	3400.00	SY	$ 1.50	$ 5,100.00	
SUBTOTAL				$ 5,100.00	
MARKUP		10.0%		$ 510.00	
TOTAL SUBCONTRACTORS				**$ 5,610.00**	

MISC

Survey	QTY.	UNIT	RATE	AMOUNT	COMMENT
MATERIALS SUBTOTAL				$ -	
Tax			6.50%	$ -	
SUBTOTAL w/ tax				$ -	
MARKUP			10.00%	$ -	
TOTAL MISC.				**$ -**	

TOTALS

SUBTOTAL LABOR, EQUIPMENT, & MATERIALS		$ 34,269.01
OVERHEAD, INSURANCE, & BOND	5.0%	$ 1,713.45
TOTAL COST ESTIMATE		**$ 35,982.46**

Prepared By:
Adam Harrell, P&S Paving, Inc.

Date: 3/31/2025

Project Manager

Not To Exceed Conditions

To: **Consor Engineers**
Flagler County Board of County Commissioners

Attn: **Joel Iglesias**
CEI Project Administrator
Richard Zion, P.E., PG
Assistant County Engineer

Re: **ITB 23-034B - Flagler Central Commerce Parkway**
Fin: 450921-1-54-01
Not to Exceed Funds for FPL Primary Installation on Commerce Parkway

Joel and Richard,

The purpose of this letter is to clarify the "Not to Exceed" (NTE) line item included in the proposal for the installation of the FPL Primary through Commerce Parkway. The FPL primary installation is necessary to energize the street lighting along Commerce Parkway. However, this installation was not part of the original scope of work for the Flagler Central Commerce Parkway construction.

Due to the timing and the current conditions of the project site, the primary installation presents significant risks for P&S Paving, Inc. (P&S). As a result, P&S has included funds within the NTE line item to address potential damage or unforeseen conditions that may arise during the installation. These conditions may include, but are not limited to:

- Sidewalk Damage
- Utility Damage
- Storm Drainage Damage
- Right-of-Way Damage
- Structural Asphalt Damage
- Road Base Damage

These work items were included in the original pricing for Commerce Parkway and will be nearly completed by the start of the primary installation. Should any of the new construction features along Commerce Parkway be damaged during the installation, the NTE funds will be used to cover the necessary repairs.

If you require any further information, please do not hesitate to contact me.

Sincerely,
Adam Harrell
Project Manager
P&S Paving, Inc.

3/24/2025

QUANTUM ELECTRICAL
EC#13003278

To: Adam Harrell – P&S Paving

Project: Flagler Commerce Parkway

QUOTATION

$209,956

Price based on site visit

PRICE TO INCLUDE THE FOLLOWING

- **Installation of Primary Conduit and Concrete Product along new roadway**

Clarifications

- **Price based on Quantum Being the First Dry Utility Installer.**
- **We are not responsible for any broken concrete**
- **We are not responsible for any damage to landscaping.**
- **We are not responsible for re-grading.**
- **No dewatering.**
- **No dumpster included by others.**
- **No survey included in price.**
- **No compaction.**
- **No concrete cutting.**
- **Road Crossings not included in price.**
- **No excessive ditch depth.**
- **All footages are approximate.**
- **(1) Mobilization included, any additional mobilizations at an additional price.**
- **Survey must be completed prior to mobilization by others.**
- **No warranty of work completed by others.**
- **Any additional Trench Types or Directional Bores must be priced individually**

15 Hargrove Ln Unit 3D
Palm Coast, FL 32137
P: (386)447-9644
F: (386)447-9644

General Conditions

1) All applicable sales taxes are included
2) The contractor shall not be held liable for errors or omissions in design by others, nor inadequacies of material and equipment specified or supplied by others.
3) Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
4) The contractor shall not be liable for indirect loss or damage.
5) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
6) Formal contracts conditions must not deviate from this proposal without our permission
7) Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
8) Price valid for 30 working days.
9) Price based on a 40-hour work week.
10) Concrete and asphalt cutting and patching are not included in this price
11) All facilities will be located by providers. All new facilities installed by current contractor to be located via flagging at least 3 days prior to job commencement. If any additional flagging is needed due to original flagging being removed this will be done at no cost to Quantum Electrical Contractors, Inc. regardless of fault.
12) All grades to be plus or minus 6” no excessive ditch depth
13) Trash dumpsters are supplied by others
14) All run lines will be free from trash.
15) All spoils on site.
16) No compaction.
17) Work and material warrantied (1) year from last working day on job. No contract may over ride this.

Quantum is a full service electrical contractor in Florida. We look forward to working with you.

Respectfully

15 Hargrove Ln Unit 3D
Palm Coast, FL 32137
P: (386)447-9644
F: (386)447-9644

Joe Wright

President

EC#13003278

15 Hargrove Ln Unit 3D
Palm Coast, FL 32137
P: (386)447-9644
F: (386)447-9644

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S TIME EXTENSION REQUEST

Date: 3/31/2025

Time Extension Request No. (Year-Sequential Number): 25-002

To: Resident Engineer: Joel Iglesias; Consor (Name)

From: Contractor: P&S Paving, Inc (Company Name)

Subject: Time Extension Request **Project No.** ITB 23-034B **Contract No.**

Financial Project ID 450921-1-54-01

I. Reason For Request

A. Type of Delay (Check appropriate box)

- ☐ Plan/Design Error
- ☑ Extra work
- ☐ Material Acquisition
- ☐ Local Requirements
- ☐ Conflicts
- ☐ DOT Response Time
- ☐ Utility Delay
- ☐ Special Events
- ☐ Maintenance of Traffic
- ☐ Miscellaneous

B. Describe Delay:

P&S Paving, Inc (P&S) is requesting to sixteen days (16) to procure and install 6881' of 2" conduit for the FPL primary line to power energize the street lighting along Commerce Parkway.

II. Controlling Items Affected (List items and dates affected)

Controlling Item	Date(s)

III. Amount of Added Time Requested:

Work Items Requiring Added Time	Days Requested
FPL 2" Conduit Procurement	2
FPL 2" Conduit Installation	14

Total Additional Contract Time Requested 16

IV. Added Comments:

Signature: Adam D Harrell Digitally signed by Adam D Harrell Date: 2025.04.10 10:33:16 -04'00'

(Contractor)

Position in Company: Project Manager

Rental Rate Blue Book®

F ebruay 1ay9y,

Ford SUPER DUTY F-250 LARIAT 4X4 DIESEL

- PMudaWAdLa bArzO

(POHa peOOg
2
s HPMudg
N/A



Configuration for SUPER DUTY F-250 LARIAT 4X4 DIESEL

205 HoaF 0oH	**Diesel**	s uHHpveOH	**148 Inches**
F 0oHpat bP	**Lariat**	i b0OOamHuPpHas HPMuda edP]M	**10000 Pounds**

Blue Book Rates

**aRv s Ua edHPOaHnAepa0aduHac 0qdupLa05 qHbOuIPar0OdoF7POHoawLa6D a pAOduHau0AhpLaHOdP edHoa0l HoedP]Mar0Odm

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
2AwupPOuHoa edHO	S(We)81yD, m89	S(We)61y99m89	S(We)%99m89	S(We)8, :89	S(We)6Dm8Y	S(We)8ym63
Adjustments						
. HMPOqaSaRp0bPeegaaY, mj 4	$S(We)6D, myD4	$S(We)8Ymy94	$S(We)6ym994	$S(We)6m8, 4		
F 0oHpat Hebd8y9yygaYDmy8j 4	$S(We)66ymMD4	$S(We)%6mD64	$S(We)Dm%4	$S(We)6m6Y4		
Uo/AOdHoav 0AhpLa@5 qHbOuIP : 0Odd699j 4	T	T	T	T		
v 0AhpLa@l HoedP]Ma 0Odd699j 4					T	
Total:	**USD $3,986.75**	**USD $1,119.09**	**USD $279.77**	**USD $41.97**	**USD $17.89**	**USD $40.54**

Non-Active Use Rates

	Hourly
(deqowLa edH	S(We)66mY
fopP]Ma edH	S(We)y3m8

Rate Element Allocation

Element	Percentage	Value
WHl bHrPedPOqad05 qHbOuIP4	y6m%j	S(We)Yy9m Bc 0
@7HdueApd05 qHbOuIP4	83m%Yj	S(We)y19 3m8Bc 0
: R: ad05 qHbOuIP4	68m j	S(We) yymYBc 0
fqoPHrdd05 qHbOuIP4	6, m6j	S(We) %y6Bc 0
RAHpd0l HoedP]M4k aS(We%m8	%ymYyj	S(We), m8YBub

. H7POHoaWedHgd6OdhAebdHoay9y,

t uHOHaebHaduHac 0Odberr AbedHdbedHOd0bduHaLHpHrdHoa H7POPqaWedHSO4av 05 H7HdaoAHad0ac 0bHadHnAHqd0qpP]HeAl oedHOdduHOHdbedHOac eLaq0dac edrua Hqdepa edHaVpAHaV00z^G
2bP]dmPOPduHa 0Oda Hr07HdLa2b0oArda AlOH 0qa0Abav Hpl a eMHd0bac 0bHaP]0bc edPOqm

t uHaHnAPc HqdbHl bHOHqdHo JdauPOdHl 0bbaueOawHHqa+xrpAOP7HpLa bHl ebHoad0bdbHl HqqP]Mk l eqoOl e7P]MP]rm0c 4

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Rental Rate Blue Book®

F ebr uay 1ay9y,

Ford F-150 XLT 4X4 GAS

- PMudaWAdLa bArzO

(POHa peOOg
2
s HPMudg
N/A



Configuration for F-150 XLT 4X4 GAS

205 HoaF 0oH	**Gasoline**	s uHHpveOH	**122.8 Inches**
F 0oHpat bP	**XLT**	i b0OOanHuPpHas HPMuda edPqM	**6050 Pounds**

Blue Book Rates

**aRv s Ua ed-HPOaHnAepad0aduHac 0qdupLa05 qHbOuIP ar0OdoF7POHoawLa6D a pAOduHau0AhpLaHOdP edHoa0l HoedPqMar0Odm

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
2AwqPOuHoa edHO	S(We) 81y%9m89	S(We) 3y9m89	S(We) y89m89	S(We) 8, ,89	S(We) 6ym8,	S(We) 89m83
Adjustments						
. HMPOqa$aRq0bPeega8, m8Y 4	$S(We) 68j mj%4	$S(We) 8DmDy4	$S(We) 3mj84	$S(We) 6mj84		
F 0oHpal Heba8y9y8ga8%m3Y 4	$S(We) j j my34	$S(We) 6ymjy4	$S(We) 8m664	$S(We) 9mD4		
Uo/AOdHoav 0AhpLa@5 qHbOuIP : 0Odd699Y 4	T	T	T	T		
v 0AhpLa@l HoedPqMa 0Odd699Y 4					T	
Total:	**USD $3,101.23**	**USD $869.86**	**USD $217.46**	**USD $33.09**	**USD $12.35**	**USD $29.97**

Non-Active Use Rates	Hourly
(deqowLa edH	S(We) 3m83
fopPqMa edH	S(We) y6my6

Rate Element Allocation

Element	Percentage	Value
WHl bHr edPqa805 qHbOuIP 4	y6m8Y	S(We) D9 m89Bc 0
@7HdueApa805 qHbOuIP 4	j %d83Y	S(We) 61, %Dm6Dc 0
: R: a805 qHbOuIP 4	6j m Y	S(We) j DDm%Bc 0
fqoPHrda805 qHbOuIP 4	6, m6Y	S(We) , 9%m%, Bc 0
RAHpa80l HoedPqM4k aS(We8m88	y3m6DY	S(We) 8m3Bdb

. H7POHoaWed-Hg6OdhAebdHoay9y,

t uHOHaebHaduHac 0Oderr AbedHdbedHOa0OdaduHaLHpHrdHoa H7POPqaWedHSO4nav 05 H7HdbaOAHadOac 0bHadHnAHqd0qpPqHeAl oedHOdaduHOHdbedHOac eLaq0dac edrua Hqdepa edHaVpAHaV00z^G
2bPqdmPOPdduHa 0Oda Hr07HdLa2bOoArda AlOH 0qa0Abav Hpl a eMHa0bac 0bHaPq0Obc edPOqm

t uHaHnAPc HqdabH bHOHqdHo JdauPOabH 0bbaueOawHHqa+xrpAOP7HpLa bH ebHoa0OdbaSbH HqqPqMk l eqoOl e7PqMPqr m0c 4

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g g g d-Hm0wc H-hog eo ruq i c

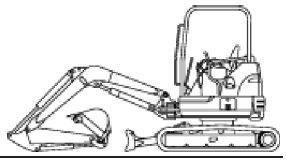
Allapbw-Hnanui g hakwaUSa i llebna($)

Rental Rate Blue Book®

F ebr uay 1ay9y,

Caterpillar 305 CR
s begl-HbaF i 0hd-H as i c per aCEr exeoi bn

SwHas lennz
5.5 - 6.4 mt
M HWPuoz
N/A



Configuration for 305 CR

2 0r 5Hbas eper wO	**0.4 cu yd**	t i bnHpi g Hb	**45 hp**
WpHbeowPaM HWPuo	**12688 lbs**	WpHbeoi badbi d-Hrowh	**ROPS**
d i g Hba F i . H	**Diesel**		

Blue Book Rates

::at t MAaRed-Hawa-Hm0elaoi aauHac i houlCai g HHbnuwpa i noa wwH. a7Q&6D apl0naauHaui 0blCaHnowr ed-H. ai pHbeowPa i noq

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
d07lwuuH. aRed-Hn	US8 a$31y4, o99	US8 a$616%o99	US8 a$yY, o99	US8 a$33o99	US8 a$6Doy,	US8 a$36q46
Adjustments						
RH-Pwha(a*l i bwezaaY q j)	(US8 a$63%oy4)	(US8 a$36o3D)	(US8 a$69q4y)	(US8 a$6q 3)		
F i . Hla- Heba(y9y, za699j)	I	I	I	I		
A. /0nd-H. a t i 0blCaWg hHbnuwp si noa(699j)	I	I	I	I		
t i 0blCaWpHbeowPa si noa(699j)					I	
Total:	**USD $4,086.77**	**USD $1,143.53**	**USD $284.67**	**USD $42.46**	**USD $17.25**	**USD $40.47**

Non-Active Use Rates

	Hourly
Soeh. 7OaRed-H	US8 a$63q,
@lwuPaRed-H	US8 a$yYo66

Rate Element Allocation

Element	Percentage	Value
8 HpbHrweowha(i g hHbnuwp)	y oY j	US8 a$61636q, Tc i
WxHbue0la(i g hHbnuwp)	4Doq4yj	US8 a$61, %9q Tc i
s * s a(i g hHbnuwp)	6Doq yj	US8 a$D3 o8yTc i
@. wH-roa(i g hHbnuwp)	6%6j	US8 a$D o8%Tc i
* 0Hla(i pHbeowP)af aUS8 a4q 3	43o63j	US8 a$, o9YTub

RH-xwuH. a8 ed-Hz6noam0ebd-Hbay9y,

BuHnHbeb-HauHac i noerr 0bed-Hbed-Hnaki baouHanHHHro-H. ?RH-xwuwha8 ed-H(n)qat i g Hx-Hb1a 0Hao ac i bHakbHm0Hnoai hlwuH-k0p. ed-Hn1auHnHbbed-Hnac eQhi oac eoruaRHnoelaRed-Ha2l0Ha2i i 5® dbwoqA/wuwauHas i noaRH-ri xHbQadbi . 0r oaG0wHai h i 0bat Hppape PHaki bac i bHawki bc eowhq

BuHaHm0wc HnobHpbHnHnHo-H. awaouwrd-Hpi baauena7HHHnaHEr l0nwxHlQapbHpebHH. aki ba(/bHpHnhwuPf peh. npexwuPWurq i c)

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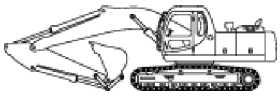
s s s PaMdw. aCbs pbenPer.

qmmoywaHHhrs OvWc A hr mpyHlUS

Rental Rate Blue Book®

Fe br uay 19, 1210

Gradall XL 5200 III
(ypsmayWrdCbah 5 $hypdmw) CepEpbryH



Awa (mpHHv
24.5 - 28.4 mt
i awvnbv
54877 lbs

Configuration for XL 5200 III

5 ryHaor s ay	**153.0 hp**	Foaypbv Wi awvnb	**24.9 mt**
gr s ayWr ha	**Diesel**		

Blue Book Rates

zz : 5 i q * pba wHaMdpmbr bma . r CbmS r s OayHhwo er HbhwEwah u$ R76 omdHbma nr dyS aHbw pbah r oaypbv Wt er HbP

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
gdumwhah * pbaH	c AD UR,902P22	c AD U8,182P22	c AD U3R2P22	c AD UR12P22	c AD U80P76	c AD UR22P88
Adjustments						
* at wOl : mywpv 40P7%S	lc AD U6RRP61S	lc AD UR7RPR4S	lc AD U01P48S	lc AD U6P86S		
Wr hamYapyl 1218v44P44%S	lc AD URP61S	lc AD U2P09S	lc AD U2PRRS	lc AD U2P21S		
qhjdHbah 5 r dyS F s OayHhwo (r HblR22%S	-	-	-	-		
5 r dyS F oaypbv Wt (r HblR22%S					-	
Total:	**USD $10,926.76**	**USD $3,058.36**	**USD $766.96**	**USD $113.62**	**USD $34.76**	**USD $96.84**

Non-Active Use Rates

	Hourly
AbpChu$ * pba	c AD U86P90
lhmWt * pba	c AD U71P64

Rate Element Allocation

Element	Percentage	Value
DaoyaewpbwOlr s OayHhwoS	8RP9R%	c AD U8,689P43/. r
FEaynpdmlr s OayHhwoS	0RP8R%	c AD U0,766P63/. r
(: (lr s OayHhwoS	R6P46%	c AD UR,497P26/. r
lChwaeblr s OayHhwoS	R2P18%	c AD UR,R32P14/. r
: damlr oaypbv WtS@ c AD 8P59	82P91%	c AD UR2P5R/ny

* aEwhah Dpbav0bn Mdpybay 1210

TnaHapya bma . r Hbpeedypba ypbaHfr y bma Haraebah * aEwwvODpbaHBP5 r s aEay, hda br . r ya fyaMdaCbr OwWa dohpbaH, bmaHa ypbaH. p$ Cr b. pben * aCbpmf pba Bmda Br r k® gvWbPVwHbbma (r Hb* aer Eay$ gyr hdebGdwa r Cr dy 5 amo opt a fr y. r ya vWfr y. pbwOP

Tna aMdw. aCbyaoyaHaCbah vWbmvHyaor ybnpHuaaOaCendHEar$ oyaopyah fr y ljyaoaCOWt @opChHbpEvWt wCeRer . S

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Rental Rate Blue Book®

F ebr uay 1191, 12

Caterpillar 926M
2S(P . ybwnqbaP (daaq$r sPay5

hvya 4 qp55-
135 - 149 hp
(aWdb
N/A



Configuration for 926M

0 r y5aHr o ay	**148.0 hp**	F Haysbr y pyr baebwO	**ROPS/FOPS**
pr o ayt r Pa	**Diesel**		

Blue Book Rates

LLz0(. Csba vSi ainsqbr bda Mr Cbdq r o Cay5dwHer 5bPvgwPaP u: *Rv Hqn5 bda dr nyq a5baMsbaP r HayshWer 5bc

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
pnuqp5daP Csba5	mh7 lv9L*, c, ,	mh7 l*9R2, c, ,	mh7 l26Dc, ,	mh7 lvDc, ,	mh7 l1Dc61	mh7 lv, cv,
Adjustments						
CaVwrOAzqywPs- 82c6%U	Amh7 l6D6c8RU	Amh7 l88c*3U	Amh7 l12c3, U	Amh7 l6cR, U		
t r PaqYasyA1, 12-*, , %U	S	S	S	S		
. Pjn5baP 0 r nyq F o Cay5dwH 4 r 5bA*, , %U	S	S	S	S		
0 r nyq F HayshWW4 r 5bA*, , %U					S	
Total:	**USD $5,856.03**	**USD $1,640.82**	**USD $410.20**	**USD $61.29**	**USD $25.32**	**USD $58.59**

Non-Active Use Rates

	Hourly
hlsOPu: Csba	mh7 l11cDR
lPqWCsba	mh7 l21c62

Rate Element Allocation

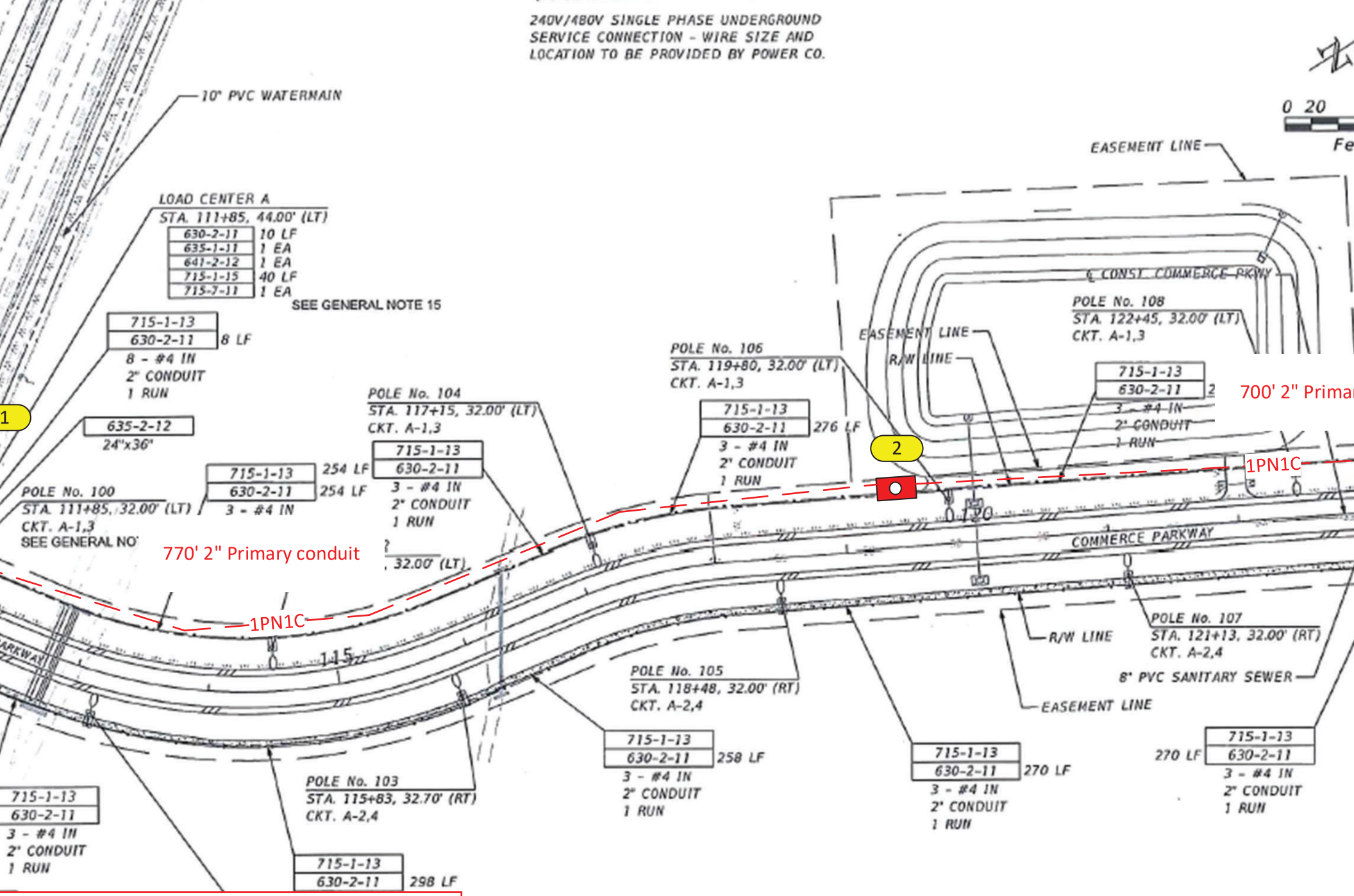
Element	Percentage	Value
7 aHyaewshwOA r o Cay5dwHU	68c2v%	mh7 l192D, cDR/Mr
F gaydsnqA r o Cay5dwHU	61c*R%	mh7 l*98RcvR/Mr
4 z4 A r o Cay5dwHU	*RcR6%	mh7 l*9r, *c, 8/Mr
lOPwaebA r o Cay5dwHU	*, cv2%	mh7 lvv, cvv/Mr
znaqA r HayshWU@ mh7 6cvD	6Dc31%	mh7 l8c, R/dy

Cagw5aP 7 sba- 2bd i nsyba y1, 12

Tda5a sya bda Mr 5bseenysba ysba5 fr ybda 5aqaetaP CagwSwrO7 sbaA5uc0 r o agay9Pna br Mr ya fyai naCbr OpqOa nHPsba59bda5a ysba5 Ms: Or bMsbed CaCbsqCsba Bqna Br r k® pywCbc VW5wbda 4 r 5bCaer gay: pyr PnebGnwPa r Or ny0 aqHHsWa fr y Mr ya wCfr yMsbwOc

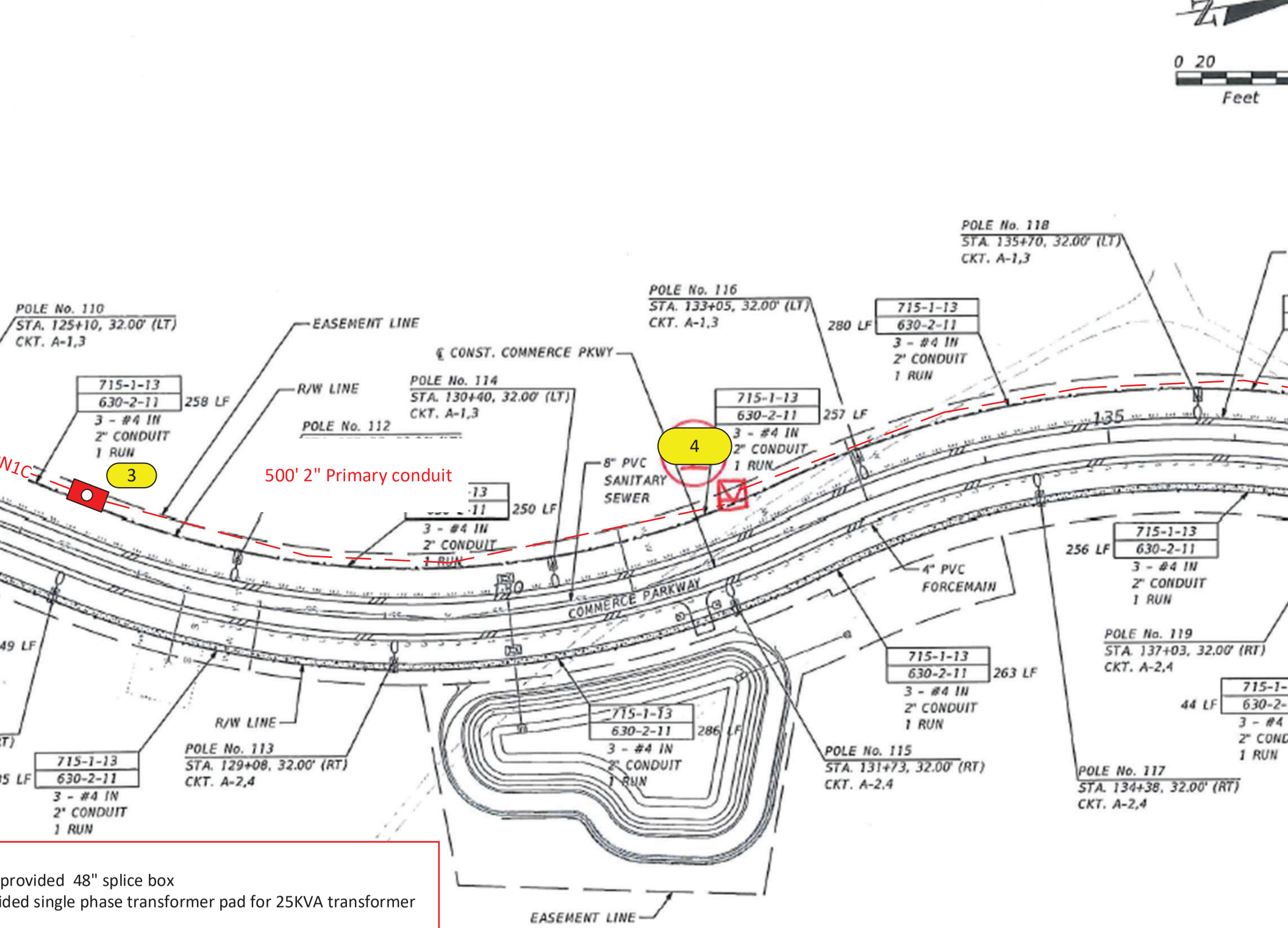
Tda ai nwHMaCbyaHya5aCbaP vC bdv5 vaHr ybds5 uaaOaxeqn5wgaq HyaHsyaP fr y AjyaHaCOWCW@HsOP5HsgwCWCecer MU

www.equipmentwatch.com



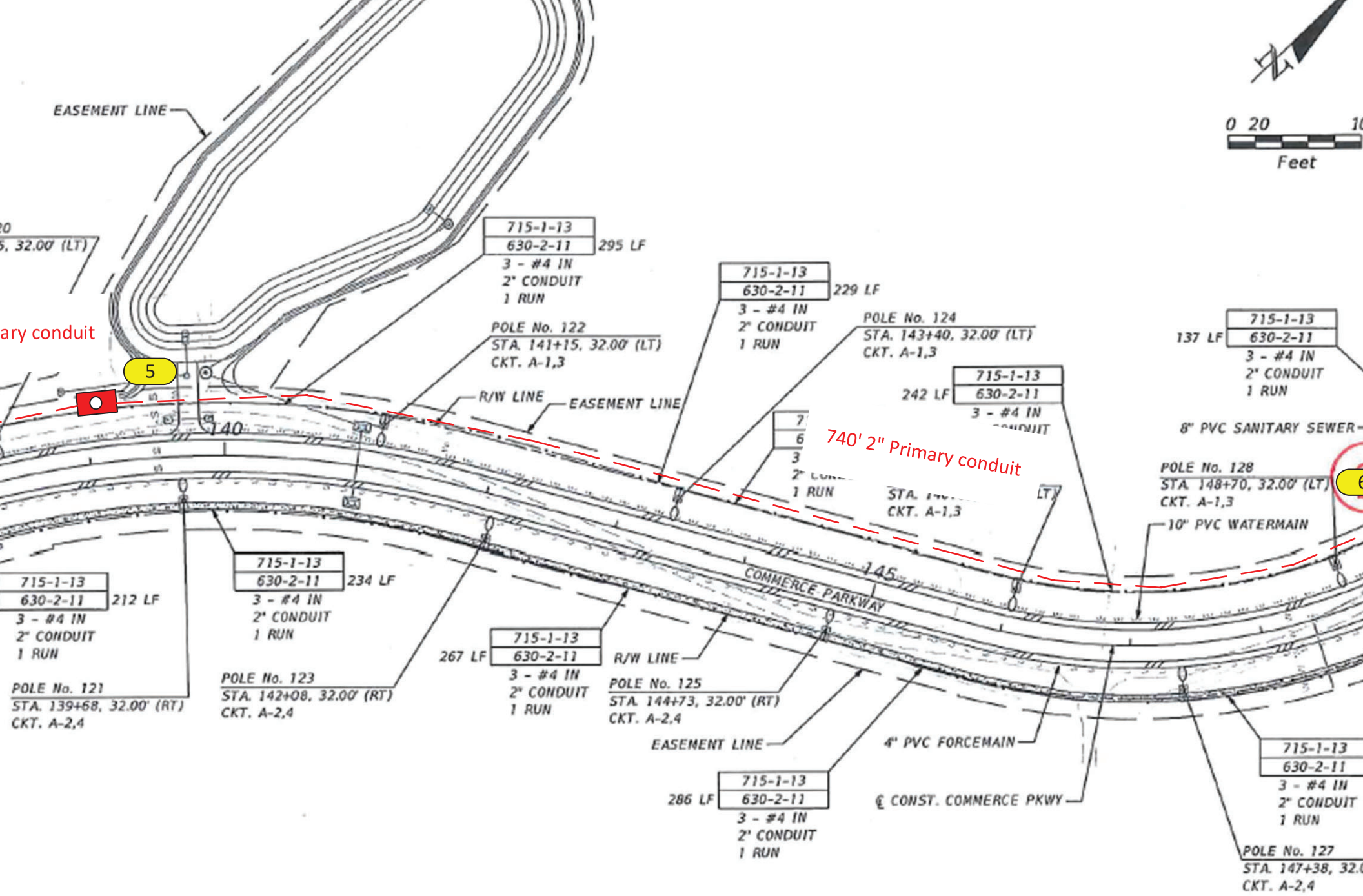
provided 48" splice boxes
ided single phase transformer pads for 25KVA transformer

l 2" conduit within utility easement from existing pole to
op of conduit to final grade. 6881' of total 2" conduit



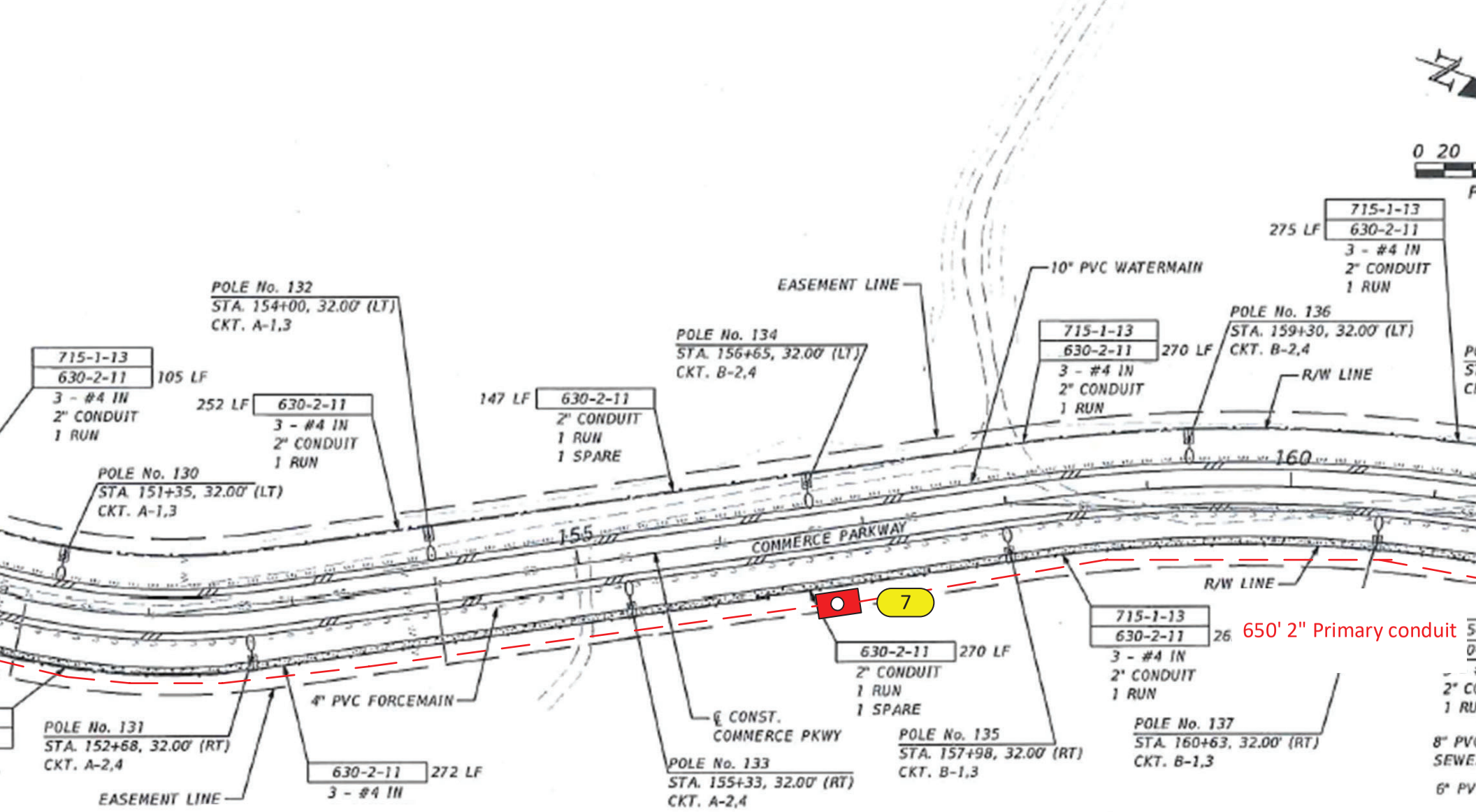
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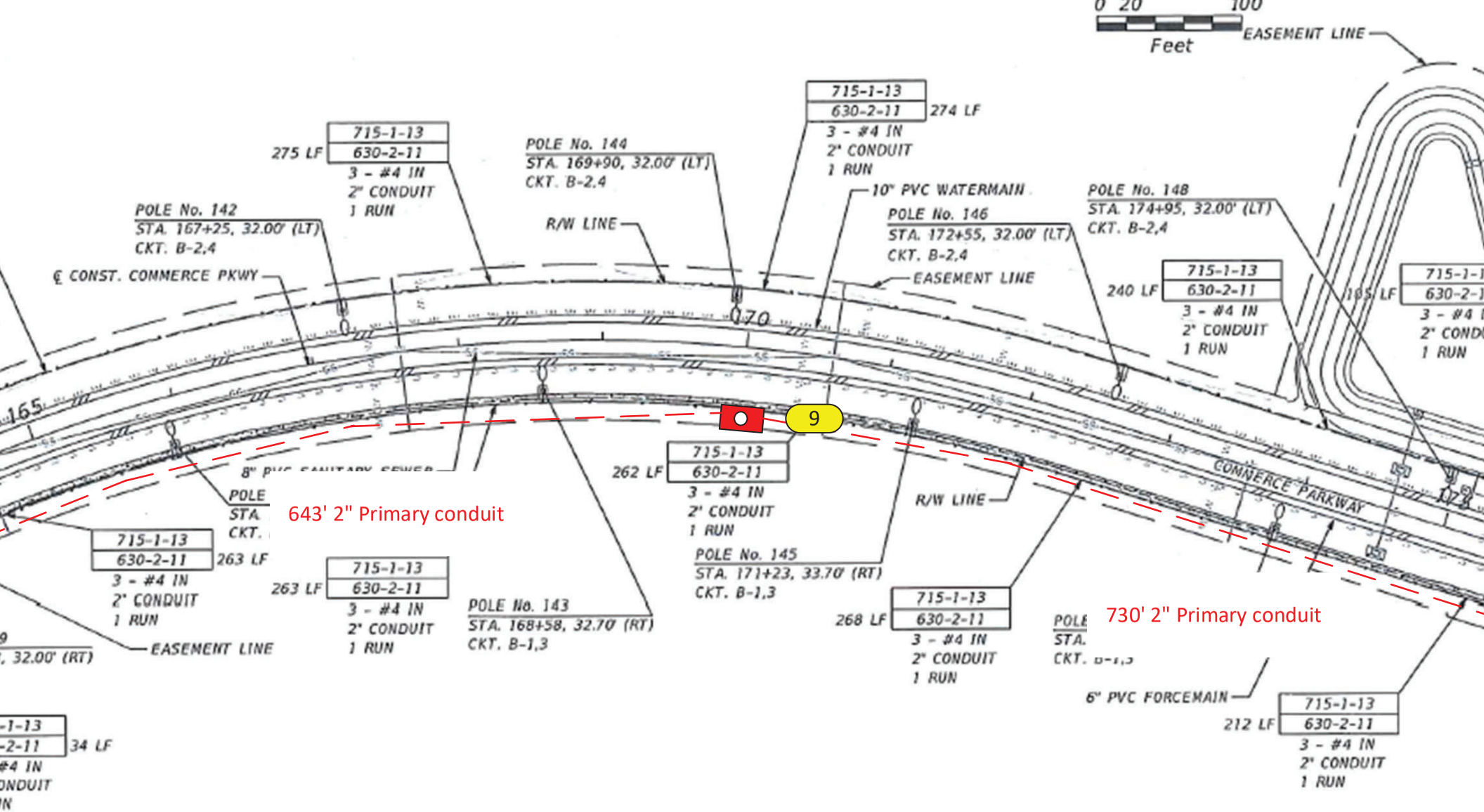
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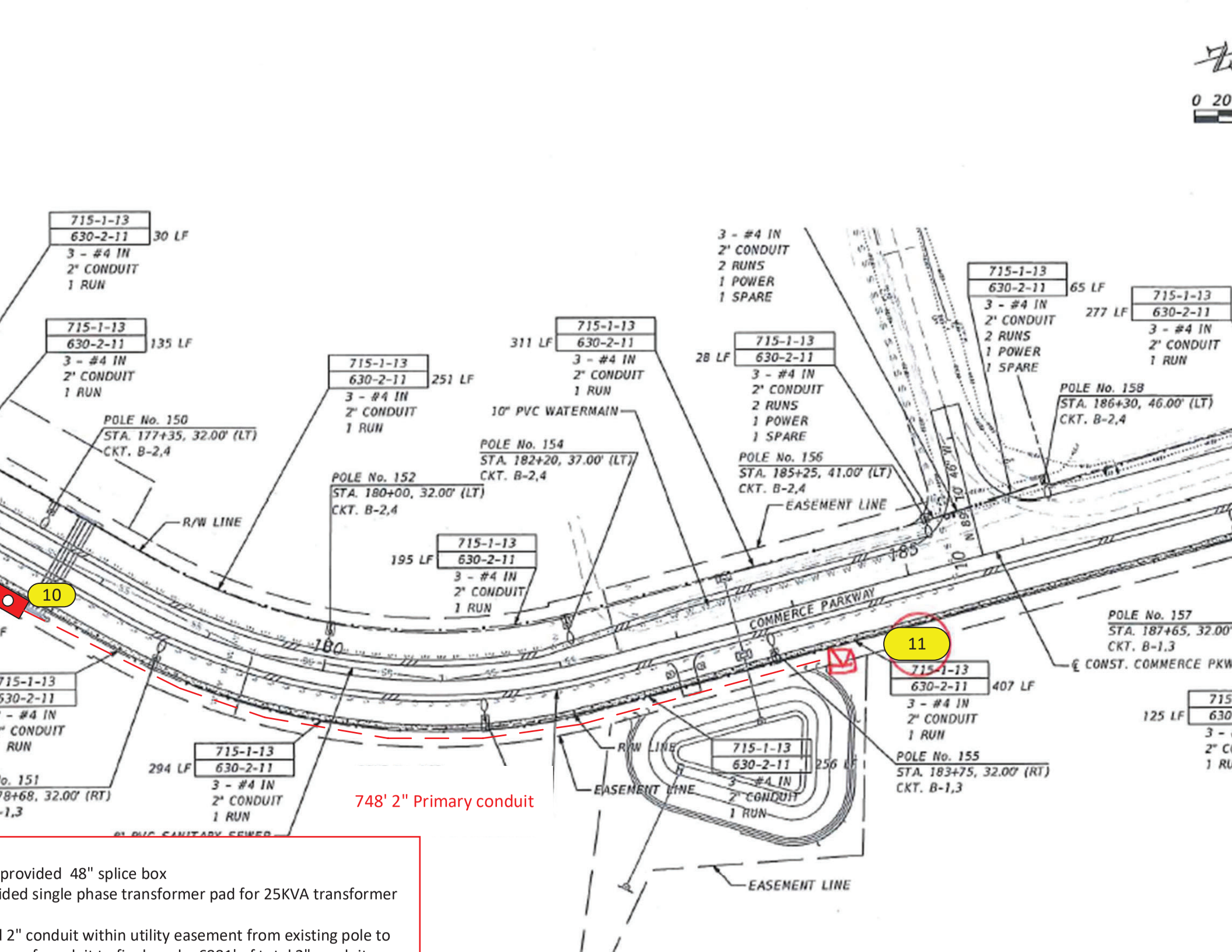
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ided single phase transformer pad for 25KVA transformer

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Change Order
Package A, B and C

Engineer's Entitlement Analysis / Contract Language

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 (15) days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate date.

9.7 The rendering of a decision by ENGINEER pursuant to Paragraph 9.6 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as he may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

9.8 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contact Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9 or 9.10.

9.9 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 Documents.

9.10 COUNTY will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

10.1 Without invalidating the Agreement, COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Such addition, deletions, or revisions that result in additions to the amount of work, or the time required to perform it, will be authorized by Agreement Amendment. Upon receipt of an Agreement Amendment, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.

10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided for herein after.

10.3 Additional Work performed without authorization of an executed Agreement Amendment will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time.

10.4 COUNTY shall execute appropriate Agreement Amendment prepared by ENGINEER covering changes in the Work which are required by COUNTY, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in Article 11, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER and agreed to by COUNTY.

10.5 Notice of any change affecting the general scope of the Work or change in the Contract Price is required to be given to the Bond Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to COUNTY.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by an Agreement Amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen (15) days of the occurrence of the event-giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be reviewed by ENGINEER and recommended to COUNTY. Any change in the Contract Price resulting from any such claim shall be incorporated in an Agreement Amendment.

11.3 The value of any Work covered by an Agreement Amendment or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 On the basis of the Cost of the Work (determined as provided in Paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided for Paragraph 11.6).

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by COUNTY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by COUNTY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of

fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by COUNTY.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to COUNTY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors acceptable to CONTRACTOR and shall deliver such Bids to ENGINEER who will determine which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work such costs shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents in so far as applicable.

11.4.4 Costs of special Consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors. lawyers and accountants) employed for service specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen which are consumed in the performance of the Work and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained

therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.
(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The COUNTY will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the COUNTY will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

11.4.5.4 The COUNTY is not liable for sales tax.

11.4.5.5 Deposits lost for causes other than CONTRACTOR's negligence, royalty payments, and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of COUNTY. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated herein after.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall ***not*** include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Subparagraph 11.4.1 all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance, whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

Contractor's Fee:

11.6 The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable fixed fee; or if none can be agreed upon:

11.6.2 A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 For costs incurred under Paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten (10) percent.

11.6.2.2 For costs incurred under Paragraph 11.4.3, the Contractor's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent, and

11.6.2.3 No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 The amount of credit to be allowed by CONTRACTOR to COUNTY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8 Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9 Where the quantity of Work with respect to an item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents an appropriate Agreement Amendment shall be issued on recommendation of ENGINEER and approval by COUNTY to adjust the unit price.

11.10 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Agreement Amendment issued. CONTRACTOR agrees that the original Contract Price includes such sums, as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

ARTICLE 12-CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by an Agreement Amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen (15) days of the occurrence of the event, giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER and forwarded to COUNTY for approval. Any change in the Contract Time resulting from any such claim shall be incorporated in an Agreement Amendment.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by COUNTY or others performing additional Work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delays caused by the CONTRACTOR.

Change Order
Package A, B, and C

Summary of Negotiations

SUMMARY OF NEGOTIATIONS

CHANGE ORDER

PACKAGE A, B, and C SUMMARY

PROJECT FIN # 450921-1-54-01 / Contract # ITB23-034B

PROJECT DESCRIPTION: FLAGLER CENTRAL COMMERCE PARKWAY CONNECTOR

WORK DESCRIPTION:

Package A Summary - The email thread, with the most recent correspondence dated February 19, 2025, from P&S to CONSOR Engineers, outlines adjustments to the sidewalk grade, including labor, equipment, materials, and time, totaling $9,937.39. After discussions between P&S, Flagler County and the City of Bunnell, all parties have concurred on the fair and reasonable cost for the work, with no additional time requested.

Package B Summary - The email thread, with the most recent correspondence dated March 31, 2025, from P&S to CONSOR Engineers, details the addition of a Midblock crossing as requested by Flagler County/City of Bunnell, originally estimated at $250,591.00 for labor, materials, and equipment costs. Following discussions with the EOR, Flagler County, and the City of Bunnell, the In-Road lighting assemblies were removed to reduce costs. Incidental work related to this removal, including adjustments to personnel, markups, bond, and taxes, revised the total to $83,944.48. Additionally, 14 days of time have been submitted.

Package C Summary - The email thread, with the latest correspondence dated March 31, 2025, from P&S to CONSOR Engineers, outlines the addition of an FPL primary feed, including transformers and junction boxes, initially estimated at $374,295.98. After review and discussions between CONSOR and P&S, discrepancies in markup costs and taxes were identified, revising the total to $369,241.01. Additionally, 16 days of time have been submitted

Below is a brief summary:

Package	Name	Time	Original Submitted Amount	Negotiations	Final Negotiated Amount
A	Revised Sidewalk Elevation	0 Day	$9,937.39	($0.00)	$9,937.39
B	Midblock Crossing	14 Days	$250,591.00	($166,646.50)	$83,944.48
C	FPL Primary and Transformers	16 Days	$374,295.98	($5,054.97)	$369,241.01
Combined Package A-C Totals =		30 Days	$634,824.40	($171,701.47)	$463,122.88

Charles Woerner _____Date:_____4/10/25

Charles Woerner
Project Administrator
CONSOR Engineers, LLC

Adam D Harrell _____Date:_____4/10/25

Adam Harrell
Project Manager
P&S Paving, Inc.

Reviewed
by jiglesias at 9:39 am, 4/10/25

From: Joel Iglesias
Sent: Wednesday, February 19, 2025 10:05 AM
To: Adam Harrell
Cc: Charles Woerner; Chris Westbrook; Mike Cutlip; Michael Hickox
Subject: Re: RFI 011 - Sidewalk Sta. 190 to 195 - Flagler Commerce Parkway (450921-1-54-01; ITB 23-034B)

Received. Thanks, Adam.

Get Outlook for iOS

Joel Iglesias
Assistant Project Administrator
Direct: +1.407.942.7993
Mobile: +1.386.956.1012

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Wednesday, February 19, 2025 10:02:03 AM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Chris Westbrook <cwestbrook@consoreng.com>; Mike Cutlip <mcutlip@pandspavinginc.com>; Michael Hickox <mhickox@pandspavinginc.com>
Subject: RE: RFI 011 - Sidewalk Sta. 190 to 195 - Flagler Commerce Parkway (450921-1-54-01; ITB 23-034B)

Good morning Joel,

See attached CO for the sidewalk embankment related to the RFI 011 response.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Wednesday, February 12, 2025 9:15 AM
To: Adam Harrell <aharrell@pandspavinginc.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Chris Westbrook <cwestbrook@consoreng.com>; Mike Cutlip <mcutlip@pandspavinginc.com>; Michael Hickox <mhickox@pandspavinginc.com>
Subject: RE: RFI 011 - Sidewalk Sta. 190 to 195 - Flagler Commerce Parkway (450921-1-54-01; ITB 23-034B)

From: Joel Iglesias
Sent: Wednesday, March 12, 2025 3:00 PM
To: Adam Harrell
Cc: Charles Woerner
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Adam,

Got it, thank you for the clarification and for attaching the invoice.

Regards,

Joel Iglesias
Assistant Project Administrator
Direct: +1.407.942.7993
Mobile: +1.386.956.1012

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Wednesday, March 12, 2025 12:45 PM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Joel,

The CAD tech, survey equipment and fill are all taxable items. I attached an invoice for the embankment material that is listed in the sidewalk CO. For the QC service, the tax was removed. As I was saying over the phone last week, we use a software to import and build the activities, material, labor etc. The prices for the sidewalk and the midblock were put together in the estimating software. The excel breakdown that I am putting together is a summary of the change order items and they are condensed to make it easier to follow.

Let me know if this works for your submittal to the County.

Thanks,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Wednesday, March 12, 2025 9:29 AM
To: Adam Harrell <aharrell@pandspavinginc.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Adam,

Circling back to your excel question. See below for midblock comment:

MARKUP		10.0%		$ 4,729.69	
TOTAL SUBCONTRACTORS				**$ 52,026.61**	
MISC					
Survey	**QTY.**	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**
Survey Rover, CAD Tech, GPS	1.00	EA	$ 1,650.00	$ 1,650.00	Layout for electrical, storm, sidewalk, & signs
Storm QC	5.00	HR	$ 65.00	$ 325.00	
Sidewalk QC	2.50	HR	$ 65.00	$ 162.50	
Rip Rap Material S-2	1.00	LS	$ 5,000.00	$ 5,000.00	
MATERIALS SUBTOTAL				$ 7,137.50	
Tax			6.50%	$ 463.94	
SUBTOTAL w/ tax				$ 7,601.44	
MARKUP			16.50%	$ 1,254.24	
TOTAL MISC.				**$ 8,855.67**	
TOTALS					
SUBTOTAL LABOR, EQUIPMENT, & MATERIALS				$ 83,205.34	
OVERHEAD, INSURANCE, & BOND		1.0%		$ 832.05	
TOTAL COST ESTIMATE				**$ 84,037.39**	

Prepared By:
Adam Harrell, P&S Paving, Inc.

Date: 3/6/2025
Project Manager

Exclude the 6.5% tax for service-related items, except for Rip Rap, unless the tax is already included.

See below for sidewalk comments:

TOTAL EQUIPMENT COST				**$ 2,248.21**	
MATERIALS					
ITEM	**QTY.**	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**
Sims - Embankment	20.00	Loads	$ 195.00	$ 3,900.00	
MATERIALS SUBTOTAL				$ 3,900.00	
Tax		6.5%		$ 253.50	
SUBTOTAL w/ tax				$ 4,153.50	
MARKUP		10.0%		$ 415.35	
TOTAL MATERIALS COST				**$ 4,568.85**	
SUBCONTRACTORS:					
QTY.	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**	
Sula Sod - Bahia	3.00	EA	$ 190.00	$ 570.00	
SUBTOTAL				$ 570.00	
MARKUP		10.0%		$ 57.00	
TOTAL SUBCONTRACTORS				**$ 627.00**	
MISC					
Survey	**QTY.**	**UNIT**	**RATE**	**AMOUNT**	**COMMENT**
CAD Tech	1.00	EA	$ 350.00	$ 350.00	
MATERIALS SUBTOTAL				$ 350.00	
Tax			6.50%	$ 22.75	
SUBTOTAL w/ tax				$ 372.75	
MARKUP			10.00%	$ 37.28	
TOTAL MISC.				**$ 410.03**	
TOTALS					
SUBTOTAL LABOR, EQUIPMENT, & MATERIALS				$ 9,937.39	
INSURANCE AND BOND		0.0%		$ -	
TOTAL COST ESTIMATE				**$ 9,937.39**	

Prepared By:
Adam Harrell, P&S Paving, Inc.

2/19/2025

Exclude the 6.5% tax for service-related items.

Exclude the 6.5% tax for service-related items.

Regards,

Joel Iglesias
ASSISTANT PROJECT ADMINISTRATOR
o: +1.407.942.7993
m: +1.386.956.1012



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From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Tuesday, March 11, 2025 7:49 PM
To: Adam Harrell <aharrell@pandspavinginc.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Adam,

Received and much appreciated!

Regards,

Joel Iglesias
Assistant Project Administrator
Direct: +1.407.942.7993
Mobile: +1.386.956.1012

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Tuesday, March 11, 2025 12:57 PM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Joel,

See attached striping back up. It's essentially one mob for paint, plus unit rates and MOT for thermo. What did you need adjusted on the excel sheet?

Thank you,

Adam Harrell
Project Manager / Estimator

P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Adam Harrell
Sent: Thursday, March 6, 2025 2:33 PM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Joel,

See attached updated pricing for the Midblock Crossing. I received quotes from TCD and Chinchor on this. Chinchor has informed me that the lead time for this material could be 16-18 weeks plus a week to install. That will take us out to mid July. We need to request 14 additional days to complete this. That will give us time to as-built and address punch out items, should there be any.

Materials: I spoke with Titan and with Rinker and they will honor their original pricing for the additional pipe and concrete. The previous proposal included escalations which went into effect in September 24' and again in January 25'. Attached is a Rinker invoice for the material. Concrete PO from Titan shows $175/cy, plus the fees for delivery and environmental come out to $221/cy.

Subs: The concrete sub is carried as a day-rate due to minimal quantity of work. A day rate for Romines is $2,200. I input the rate at $2000, with markup, we'll break even on the concrete work for the MES and the sidewalk. Chinchor for electrical work. (Quote attached). ADA Mats $23.05 / sq ft. Plus MOB. (Quote attached)

Superintendent: The time for superintendent supervision was dropped to a single day, mainly to facilitate the drainage install, MES and sidewalk. By electing to use Chinchor, I am comfortable removing the majority of the superintendent time. I can manage the Chinchor work alongside the Chinchor PM that will be assigned to the job. I also removed the cost for the as-builts, Chinchor will include that in their scope.

Let me know if you need to discuss further.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124

Mobile: (904) 612-6140
Office: (386) 258-7911

From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Wednesday, February 26, 2025 5:27 PM
To: Adam Harrell <aharrell@pandspavinginc.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Adam,

As per our discussion, please find attached the revised SPM plans and email correspondence related to the proposed midblock crossing. Let us know if you have any questions.
Regards,

Joel Iglesias
ASSISTANT PROJECT ADMINISTRATOR
o: +1.407.942.7993
m: +1.386.956.1012

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From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Tuesday, February 25, 2025 11:21 AM
To: Adam Harrell <aharrell@pandspavinginc.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: Re: Flagler Commerce Parkway - Midblock Crossing Proposal

Adam,

Received. We'll follow up shortly. Thanks.

Regards,

Get Outlook for iOS

Joel Iglesias
Assistant Project Administrator
Direct: +1.407.942.7993
Mobile: +1.386.956.1012

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Tuesday, February 25, 2025 11:15:23 AM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Joel,

I apologize for the delay. Please see attached breakdown for the midblock. Please call me if you need to discuss.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Adam Harrell
Sent: Thursday, February 20, 2025 4:25 PM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: Flagler Commerce Parkway - Midblock Crossing Proposal

Joel / Charles,

See attached proposal for the Midblock Crossing. Also attached is the proposal from TCD should you need it. The lead time for this material is 12 weeks upon approval of the shop drawings. Please let me know as soon as possible if Flagler County approves this proposal so that I can have TCD provide the drawings.

Please let me know if you need to discuss.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Sent: Wednesday, February 26, 2025 4:11 PM
To: Joel Iglesias; Richard Zion, P.E., P.G
Cc: Willbur, Nate; Marcus DePasquale
Subject: Re: EXTERNAL: Re: Flagler Commerce Parkway - Midblock Crossing Proposal
Attachments: COMMERCE PARKWAY REV02 SPM PLANS.pdf

All,

Attached are the updated SPM plans to reflect the removal of the In-Roadway Lighting Assembly.

Thanks,

Tim Wineberg, PE | Project Manager - Highway
Michael Baker International | *We Make a Difference*
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[M] 352-214-6491
timothy.wineberg@mbakerintl.com | www.mbakerintl.com

From: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Sent: Wednesday, February 26, 2025 9:48 AM
To: Joel Iglesias <jiglesias@consoreng.com>; Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Cc: Willbur, Nate <Nate.Willbur@mbakerintl.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: Re: EXTERNAL: Re: Flagler Commerce Parkway - Midblock Crossing Proposal

All,

By eliminating the In-Road lighting assemblies, the proposed midblock crossing still complies with the current MUCTD and FDOT TEM. Let me know if you have any other questions.

Thanks,

Tim Wineberg, PE | Project Manager - Highway
Michael Baker International | *We Make a Difference*
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[M] 352-214-6491
timothy.wineberg@mbakerintl.com | www.mbakerintl.com

From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Tuesday, February 25, 2025 5:10 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Cc: Willbur, Nate <Nate.Willbur@mbakerintl.com>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: EXTERNAL: Re: Flagler Commerce Parkway - Midblock Crossing Proposal

EXTERNAL EMAIL

Richard,

Always a pleasure to help. I'll give you a call tomorrow morning to clarify a couple of items. Have a good evening.

Regards,

Get Outlook for iOS

Joel Iglesias
ASSISTANT PROJECT ADMINISTRATOR
o: +1.407.942.7993
m: +1.386.956.1012

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From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Tuesday, February 25, 2025 4:59:39 PM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Willbur, Nate <Nate.Willbur@mbakerintl.com>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Joel,

The breakdown looks a little high but generally OK. If the EOR is OK with us removing the in pavement lighting, we will be back around the budget number we need to be at. Feel free to give me a call in the morning to discuss. I appreciate your help.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer
E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

Flagler County Board of County Commissioners
1769 E Moody Blvd.,Bldg 2
Bunnell, FL 32110

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From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Tuesday, February 25, 2025 3:09 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: Fw: Flagler Commerce Parkway - Midblock Crossing Proposal

Richard,

See attached midblock breakdown. Lets discuss some items when you have a moment.

Regards,

Get Outlook for iOS

Joel Iglesias
ASSISTANT PROJECT ADMINISTRATOR
o: +1.407.942.7993
m: +1.386.956.1012

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From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Tuesday, February 25, 2025 11:15:23 AM

To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: Flagler Commerce Parkway - Midblock Crossing Proposal

Joel,

I apologize for the delay. Please see attached breakdown for the midblock. Please call me if you need to discuss.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Adam Harrell
Sent: Thursday, February 20, 2025 4:25 PM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: Flagler Commerce Parkway - Midblock Crossing Proposal

Joel / Charles,

See attached proposal for the Midblock Crossing. Also attached is the proposal from TCD should you need it. The lead time for this material is 12 weeks upon approval of the shop drawings. Please let me know as soon as possible if Flagler County approves this proposal so that I can have TCD provide the drawings.

Please let me know if you need to discuss.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911


P&S
PAVING

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Thursday, February 13, 2025 9:52 AM
To: Adam Harrell; Charles Woerner; Joel Iglesias
Cc: Marcus DePasquale
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Good morning all,

Do we have an actual estimated cost for the midblock project addition? Will there be an additional cost for the Lot 5 sidewalk embankment adjustment? Please advise, thank you.

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Wednesday, February 5, 2025 12:10 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Charles Woerner <cwoerner@consoreng.com>; Joel Iglesias (jiglesias@consoreng.com) <jiglesias@consoreng.com>
Cc: Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Richard,

The electrical work that is included in the price is a statewide average, plus some contingency. We are at a total 155k.

When I receive pricing back I will adjust and follow up.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Wednesday, January 8, 2025 12:03 PM
To: Charles Woerner <cwoerner@consoreng.com>; Joel Iglesias (jiglesias@consoreng.com) <jiglesias@consoreng.com>; Adam Harrell <aharrell@pandspavinginc.com>
Cc: Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: FW: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Good afternoon guys,

As discussed, Commerce Parkway midblock plans attached. Please provide pricing for construction. Thank you.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Sent: Tuesday, January 7, 2025 1:54 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Subject: Re: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

External sender <nate.willbur@mbakerintl.com>
Make sure you trust this sender before taking any actions.

Attached are the completed and signed plans.

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Monday, January 6, 2025 1:28 PM
To: Willbur, Nate <Nate.Willbur@mbakerintl.com>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Thanks Nate.

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Sent: Monday, January 6, 2025 11:32 AM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

External sender <nate.willbur@mbakerintl.com>
Make sure you trust this sender before taking any actions.

Richard,

Because of few people working over the last 2 weeks we didn't have much movement.

SS plans will be delivered shortly.

Nate Willbur, P.E., RSP1 | Department Manager
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[O] 407-562-4200 | [Fax] 407-562-4201 | [M] 407-916-9862
nate.willbur@mbakerintl.com | www.mbakerintl.com

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Monday, January 6, 2025 10:14 AM
To: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>; Willbur, Nate <Nate.Willbur@mbakerintl.com>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition
Importance: High

Fourth request for update. Please advise.

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Richard Zion, P.E., P.G
Sent: Thursday, January 2, 2025 4:58 PM
To: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>; Willbur, Nate <Nate.Willbur@mbakerintl.com>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition
Importance: High

Happy new year guys.

What's the status of this? Please advise. Thank you.

From: Richard Zion, P.E., P.G
Sent: Wednesday, December 4, 2024 11:02 AM
To: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>; Willbur, Nate <Nate.Willbur@mbakerintl.com>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition
Importance: High

Good morning Guys,

Any updates?

From: Richard Zion, P.E., P.G
Sent: Monday, December 2, 2024 2:36 PM
To: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>; Willbur, Nate <Nate.Willbur@mbakerintl.com>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Good afternoon Guys,

I hope you had a good Thanksgiving. Can you please finalize and sign the plans so I can forward them to the contractor for pricing? Appreciate it.

Have a good day,

From: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Sent: Tuesday, November 26, 2024 1:14 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Willbur, Nate <Nate.Willbur@mbakerintl.com>
Subject: Re: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Warning: Unusual link
This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hey Richard,

See attached plans. Let us know if you have any comments or need anything else. The Nexus driveway was scaled off the drawing you provided and adjusted to the new EOP.

Tim Wineberg, PE | Project Manager - Highway
Michael Baker International | *We Make a Difference*

200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[M] 352-214-6491
timothy.wineberg@mbakerintl.com | www.mbakerintl.com

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Monday, November 25, 2024 10:34 AM
To: Willbur, Nate <Nate.Willbur@mbakerintl.com>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Good morning guys,

I hope you had a good weekend. Any progress update you could share? How soon can we expect to see the plans? Please get back to me when you have a minute.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Sent: Friday, October 25, 2024 10:16 AM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Lauren Cumber <Lcumber@flaglercounty.gov>
Cc: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>; Amanda Raslowsky <araslowsky@flaglercounty.gov>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Thanks Richard.

We will be complete with the design by next week and in QC the following with delivery schedule for Nov 13. Please let me know if that date works for you. I know they are in construction and we don't want to hold anything up.

Nate Willbur, P.E., RSP1 | Department Manager
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[O] 407-562-4200 | [Fax] 407-562-4201 | [M] 407-916-9862
nate.willbur@mbakerintl.com | www.mbakerintl.com

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Monday, October 21, 2024 3:00 PM
To: Willbur, Nate <Nate.Willbur@mbakerintl.com>; Lauren Cumber <Lcumber@flaglercounty.gov>
Cc: Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>; Amanda Raslowsky <araslowsky@flaglercounty.gov>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Nate,

Good afternoon. Attached is the fully executed contract amendment for the Commerce Parkway Midblock design. Please consider this e-mail your official NTP. Thanks.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Sent: Thursday, October 3, 2024 9:31 AM
To: Lauren Cumber <Lcumber@flaglercounty.gov>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Attached is the executed second amendment for Commerce Parkway.

Nate Willbur, P.E., RSP1 | Department Manager
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[O] 407-562-4200 | [Fax] 407-562-4201 | [M] 407-916-9862
nate.willbur@mbakerintl.com | www.mbakerintl.com

From: Lauren Cumber <Lcumber@flaglercounty.gov>
Sent: Wednesday, October 2, 2024 2:24 PM
To: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Hi Nate – Please see the attached 2nd amendment for your review and signature (requires 2 witness signatures). Please return the signed copy to me at your earliest convenience, and I will provide you with a fully executed copy when it's complete. Thank you.

Good morning Nate,

Can you please forward me a copy of the Exhibit 1 (Staff Hours and Fee Breakdown) referenced in the attached? I don't think I received it before. Thanks.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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Bunnell, FL 32110

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From: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Sent: Tuesday, September 10, 2024 12:18 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Attached is the proposal for Revision 2.

Nate Willbur, P.E., RSP1 | Department Manager
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[O] 407-562-4200 | [Fax] 407-562-4201 | [M] 407-916-9862

Lauren Cumber
Program Controller

E: Lcumber@flaglercounty.gov | V: 386-313-4309 x4309 | W: www.flaglercounty.gov

Flagler County Board of County Commissioners
1769 E Moody Blvd, building 2
Bunnell, FL 32110

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From: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Sent: Friday, September 27, 2024 1:50 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Cc: Lauren Cumber <Lcumber@flaglercounty.gov>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Nate Willbur, P.E., RSP1 | Department Manager
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[O] 407-562-4200 | [Fax] 407-562-4201 | [M] 407-916-9862
nate.willbur@mbakerintl.com | www.mbakerintl.com

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Thursday, September 26, 2024 11:30 AM
To: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Cc: Lauren Cumber <Lcumber@flaglercounty.gov>
Subject: FW: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

nate.willbur@mbakerintl.com | www.mbakerintl.com

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Friday, September 6, 2024 4:45 PM
To: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Good afternoon Nate,

How's the proposal coming along?

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

Flagler County Board of County Commissioners
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Bunnell, FL 32110

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From: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Sent: Tuesday, September 3, 2024 4:17 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Richard,

We ran the construction numbers. Based on current prices we're anticipated the crossing costing close to $150,000. We can do a few things to make the crossing slightly less. We threw in some lighting numbers because the FDOT standard is to light mid-block crossings. Since this is a County/City roadway we can remove the lighting line items if you'd like. The contingency is also something we add in. Since this project is already under construction there isn't as much inflation risk. I think the contingency can safely be dropped to between 5-10%.

PI	Description
30-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH
30-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE
35-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE
39-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR
39-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL
39-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT
41-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE
54-1-10	MIDBLOCK CROSSWALK: IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- AC POWERED, COMPLETE CROS
00-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF
00-15-2	IN-STREET SIGN ASSEMBLY, FURNISH AND INSTALL- FIXED BASE CONNECTION
11-14-123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK
11-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK
15-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6
15-61-100	LIGHT POLE COMPLETE, F&I, STANDARD POLE STANDARD FOUNDATION, 30' MOUNTING HEIGHT, 0' ARM LEN

For the design costs we are estimating between 40-45 hours at a cost of between ~9,000-9500 for design

Nate Willbur, P.E., RSP1 | Department Manager
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[O] 407-562-4200 | [Fax] 407-562-4201 | [M] 407-916-9862
nate.willbur@mbakerintl.com | www.mbakerintl.com

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Monday, August 26, 2024 9:23 AM
To: Willbur, Nate <Nate.Willbur@mbakerintl.com>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

Sounds good. Thanks Nate.

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Willbur, Nate <Nate.Willbur@mbakerintl.com>
Sent: Monday, August 26, 2024 9:16 AM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: RE: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

I have. We can and have done this work. I have asked for a preliminary cost estimate for construction. I'll call around lunch time today to discuss.

Nate Willbur, P.E., RSP1 | Department Manager
200 East Robinson Street, Suite 250 | Orlando | FL | 32801
[O] 407-562-4200 | [Fax] 407-562-4201 | [M] 407-916-9862
nate.willbur@mbakerintl.com | www.mbakerintl.com

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Monday, August 26, 2024 9:14 AM
To: Willbur, Nate <Nate.Willbur@mbakerintl.com>; Wineberg, Timothy <Timothy.Wineberg@mbakerintl.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: EXTERNAL: Commerce Parkway - Midblock Crosswalk Addition

EXTERNAL EMAIL

Good morning Nate,

Following up with you from our prior discussion regarding the midblock cross walk addition. Have you had a chance to discuss with your team? I need to get this item moving rather quickly. Please get back to me when you have a moment. Thanks.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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Adam,

Good morning. See attached RFI 011 response. Let us know if you have any questions. Thanks.

Regards,

Joel Iglesias
ASSISTANT PROJECT ADMINISTRATOR
o: +1.407.942.7993
m: +1.386.956.1012



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From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Wednesday, January 15, 2025 11:16 AM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Chris Westbrook <cwestbrook@consoreng.com>; Mike Cutlip <mcutlip@pandspavinginc.com>; Michael Hickox <mhickox@pandspavinginc.com>
Subject: RFI 011 - Sidewalk Sta. 190 to 195 - Flagler Commerce Parkway (450921-1-54-01; ITB 23-034B)

Joel,

As we were discussing earlier in the week, see attached RFI 011 regarding the sidewalk elevations. The project that Collage is completing along Commerce Parkway is significantly higher than what our cross sections show. In order to tie in the sidewalk and meet ADA requirements, we would need to bring in fill material. This could also be the case with the other parcels along Commerce, but ideally we would like to address the Collage project and our the remainder of the sidewalk along Commerce in the next two to three weeks.

We just want to confirm with the engineer/County that the sidewalk should be poured to match the plans.

Let me know if you need to discuss further, thank you.

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive

Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Joel Iglesias
Sent: Wednesday, February 12, 2025 8:44 AM
To: Richard Zion, P.E., P.G
Cc: Charles Woerner
Subject: Re: ITB23-034B Sidewalk Elevation - RFI 011(CEI Markup)

Richard,

Good morning and thanks for the feedback. I'll send this revised version out to P&S.

Regards,

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Joel Iglesias
Assistant Project Administrator
Direct: +1.407.942.7993
Mobile: +1.386.956.1012

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Wednesday, February 12, 2025 8:20:01 AM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: ITB23-034B Sidewalk Elevation - RFI 011(CEI Markup)

Good morning Joel,

This will be fine. Thank you for revising.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Monday, February 10, 2025 11:29 AM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: ITB23-034B Sidewalk Elevation - RFI 011(CEI Markup)

External sender <jiglesias@consoreng.com>
Make sure you trust this sender before taking any actions.

Richard,

Good morning. See attached revised markup with included and guidance from your previous comments. Thanks.

Regards,

Joel Iglesias
ASSISTANT PROJECT ADMINISTRATOR
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m: +1.386.956.1012
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From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Friday, February 7, 2025 1:29 PM
To: Joel Iglesias <jiglesias@consoreng.com>

Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: ITB23-034B Sidewalk Elevation - RFI 011(CEI Markup)

Joel,

Thanks. <<<<See below.

Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Friday, February 7, 2025 1:15 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: Re: ITB23-034B Sidewalk Elevation - RFI 011(CEI Markup)

External sender <jiglesias@consoreng.com>
Make sure you trust this sender before taking any actions.

Richard,

Thanks for your response. I can revise my markup to stay within sidewalk align, reinsert the previous cross sections, and include language and guidance for Lot 4 and northward toward 197+00.

Quick question—would you like me to add a similar markup in the cross section to show the buildup at Sta. 193+50 performed by Collage?

<<<<<Probably not necessary. I saw one of your inspectors parked by Lot 5. Probably easier to see the transition from the north Collage driveway by taking a photo from the roadway to the east and look at the grade change south to north. It's pretty minor.

I'm on the road right now but will revise momentarily. Thanks!

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Joel Iglesias
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From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Friday, February 7, 2025 12:26:32 PM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: RE: ITB23-034B Sidewalk Elevation - RFI 011(CEI Markup)

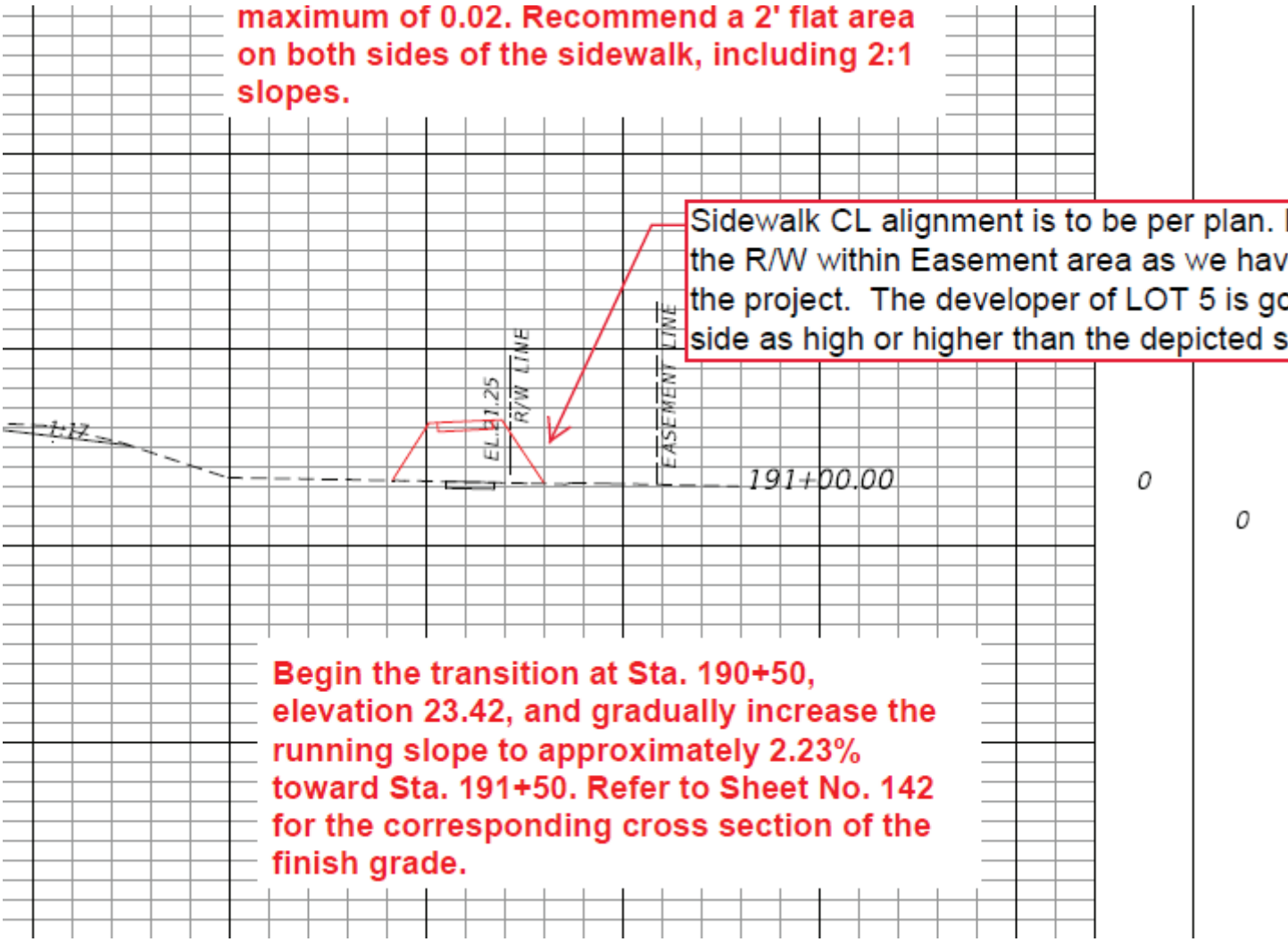
Good morning guys,

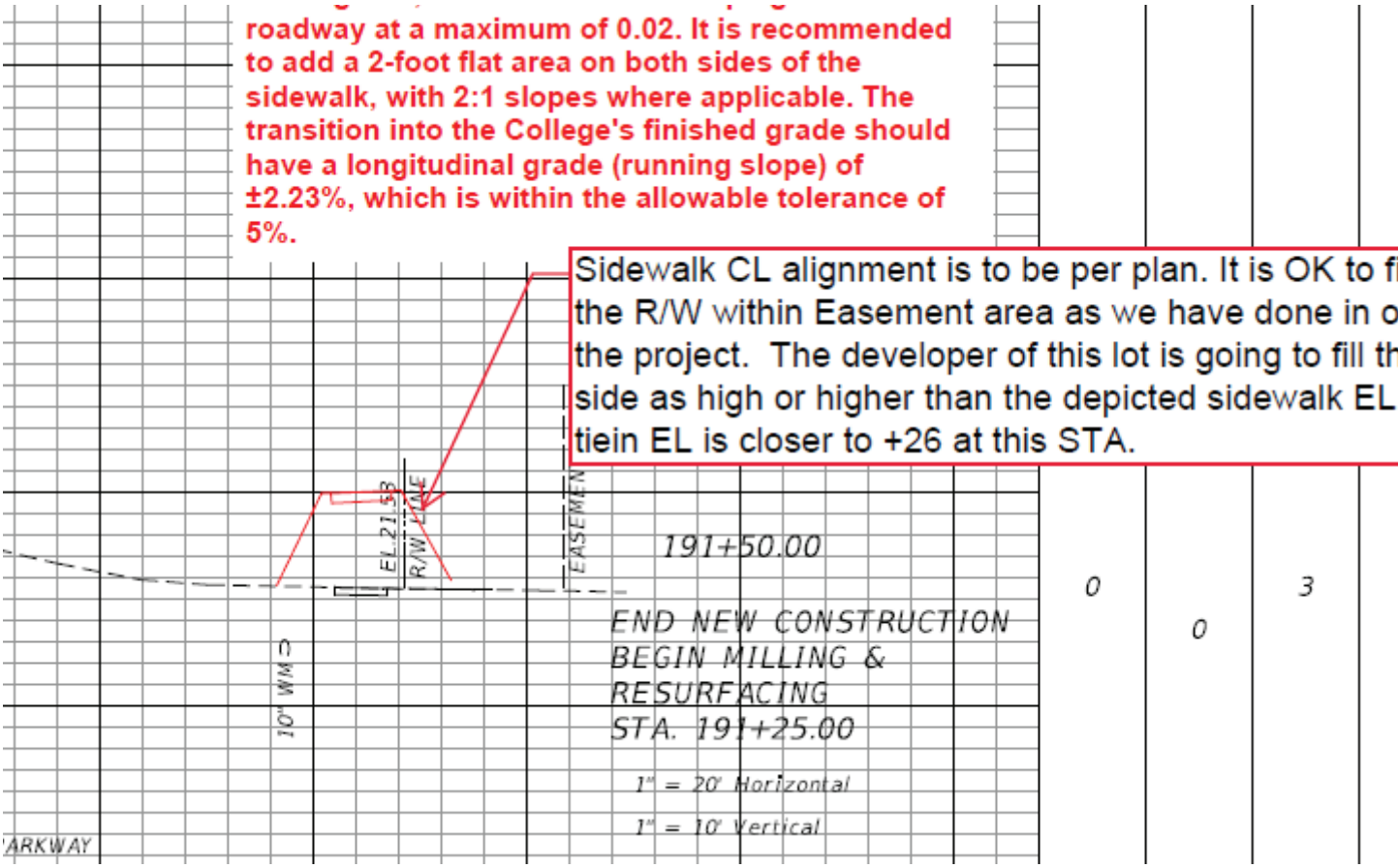
Thanks for providing the RFI markups. I'm good with just about everything presented but have a few thoughts and final suggestions. The pdf wouldn't allow for me to save comments or make changes.

1. Sidewalk alignment – is to be per plan. It is OK if we tie in our grade outside of the R/W and within the easement as we have throughout the project. Please raise the top of sidewalk to EL +26 at 191+50.
2. LOT 4 is already constructed and the sidewalk path bedding has been prepared by the Collage contractor to the satisfaction of P&S. All that needs to occur from approximately STA 191+50 to about 193+50 is for the sidewalk to be formed and poured in the area Collage has prepared on

grade flanked by sod stabilization. Simply slope the sidewalk to pitch water west. No additional grading is necessary. A field condition review by the EOR would clarify this issue.

3. Guidance for construction north of Lot 4 needs to be provided to address the RFI. Approx STA 193+50 to STA 197+00. Grade downward northward approximately 50 feet from Lot 4 (approx. STA 193+50 – Exist EL 24.8) at a tapered slope no greater than 3% to tie into proposed sidewalk EL at STA 194+50 (proposed EL 22.57). STA 194+50 to 197+00 construct per plan. This looks worse on paper than actually is. The sidewalk stakes are in the field with the proposed grading.





Richard Zion, P.E., P.G
Assistant County Engineer

E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106 | W: www.flaglercounty.gov

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From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Friday, February 7, 2025 10:14 AM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: ITB23-034B Sidewalk Elevation - RFI 011(CEI Markup)

External sender <jiglesias@consoreng.com>
Make sure you trust this sender before taking any actions.

Richard,

Good morning. Please review markup of RFI 011, which provides additional cross-section clarification regarding the sidewalk longitudinal grade and the subsequent tie-in.

Regards,

Joel Iglesias
ASSISTANT PROJECT ADMINISTRATOR
o: +1.407.942.7993
m: +1.386.956.1012



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From: Joel Iglesias
Sent: Monday, March 10, 2025 6:14 PM
To: Adam Harrell
Cc: Charles Woerner
Subject: Re: Flagler Commerce Parkway - FPL Primary Install

Thanks for the info. Adam. Fingers crossed on a smoother process or if any at all.

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Joel Iglesias
Assistant Project Administrator
Direct: +1.407.942.7993
Mobile: +1.386.956.1012

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Monday, March 10, 2025 6:05:07 PM
To: Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>
Subject: Flagler Commerce Parkway - FPL Primary Install

Joel,

Marcus looped me into some emails with FPL and the County, we will continue to work out the specifics of this primary install. I have attached the emails for reference, since we spoke about it earlier. It looks like Marcus is taking points on this.

I think this is going to be a challenging process.

Thanks,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Monday, March 31, 2025 10:56 AM
To: Joel Iglesias; Charles Woerner
Subject: RE: Flagler Commerce Parkway - FPL Primary Install Pricing
Attachments: Flagler Commerce Parkway - FPL 2in Primary Install for Street Lighting 3.31.25.pdf; Midblock Crossing Time Extension Request 3.31.25.pdf

Joel,

See attached time extension requests for the midblock (14 days) and the FPL primary install (16 days).

The FPL time extension has been added into the PDF with the proposal.

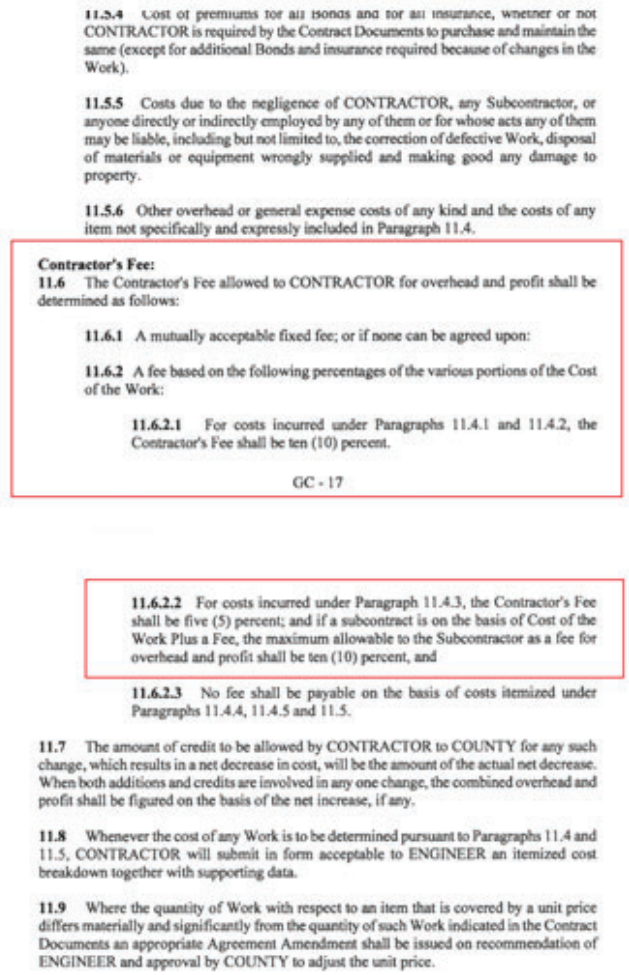
Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Joel Iglesias <jiglesias@consoreng.com>
Sent: Monday, March 31, 2025 8:58 AM
To: Charles Woerner <cwoerner@consoreng.com>; Adam Harrell <aharrell@pandspavinginc.com>
Subject: RE: Flagler Commerce Parkway - FPL Primary Install Pricing

Adam,

Was just running through the markup percentages. Both Midblock and FPL items have 17.5% or 16.5% markups. Should be at 10% per contract documents:



11.5.4 Cost of premiums for all bonds and for all insurance, whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

Contractor's Fee:

11.6 The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable fixed fee; or if none can be agreed upon:

11.6.2 A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 For costs incurred under Paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten (10) percent.

GC - 17

11.6.2.2 For costs incurred under Paragraph 11.4.3, the Contractor's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent, and

11.6.2.3 No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 The amount of credit to be allowed by CONTRACTOR to COUNTY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8 Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9 Where the quantity of Work with respect to an item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents an appropriate Agreement Amendment shall be issued on recommendation of ENGINEER and approval by COUNTY to adjust the unit price.

Just want to make sure finance doesn't kick it back. Thanks.

Joel Iglesias

ASSISTANT PROJECT ADMINISTRATOR

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From: Charles Woerner <cwoerner@consoreng.com>
Sent: Monday, March 31, 2025 8:08 AM
To: Adam Harrell <aharrell@pandspavinginc.com>; Joel Iglesias <jiglesias@consoreng.com>
Cc: Marcus DePasquale <mdepasquale@bunnellcity.us>; Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: Flagler Commerce Parkway - FPL Primary Install Pricing
Importance: High

Good morning Joel/Adam,

Joel, per our discussion this morning, please communicate with Richard about progress with this if it will run past noon.

Adam, I know you will need to address time on your Midblock pricing if you didn't include on the last rendition.

Charles Woerner
Senior Project Administrator
Direct: +1.407.942.7992
Mobile: +1.407.552.1970

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Sunday, March 30, 2025 10:33 AM
To: Adam Harrell <aharrell@pandspavinginc.com>; Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: RE: Flagler Commerce Parkway - FPL Primary Install Pricing

Good morning Adam/Joel,

I hope you guys are having a good weekend. Please work together to finalize the pricing and engineering evaluation/analysis. I'll need all of the costs and backup support documentation, preferably by mid-day tomorrow to make the April 21 BOCC meeting. I presently have the Contract Amendment Drafted to include the FPL work along with the midblock and sidewalk embankment items. Thank you.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer
E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106
www.flaglercounty.gov

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Bunnell, FL 32110

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From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Friday, March 28, 2025 5:07 PM
To: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: RE: Flagler Commerce Parkway - FPL Primary Install Pricing

Richard / Joel,

See attached updated FPL primary proposal. The NTE language has been added, and the spreadsheet was updated with matching markups, so everything is consistent. The total amount in the proposal did not change, the only line items that listed 16.5% were on the FPL materials sheet (sheet 2). Please review and let me know if you need to discuss further.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Sent: Wednesday, March 26, 2025 5:43 PM
To: Adam Harrell <aharrell@pandspavinginc.com>; Joel Iglesias <jiglesias@consoreng.com>
Cc: Charles Woerner <cwoerner@consoreng.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: RE: Flagler Commerce Parkway - FPL Primary Install Pricing

Adam,

Good afternoon. Thank you for the follow up and pricing. The markup costs vary a bit by item. Should they be consistent? Also, rather than call it contingency, would you be comfortable with the $15K being listed as an NTE line item with general summary description of intended use? I have no issue with dedicating the amount but would like to indicate how it would be spent if needed. Please get back to me when you have a moment. Thanks.

Have a good day,

Richard Zion, P.E., P.G
Assistant County Engineer
E: Rzion@flaglercounty.gov | V: 386-313-4051 F: 386-313-4106
www.flaglercounty.gov

Flagler County Board of County Commissioners
1769 E Moody Blvd.,Bldg 2
Bunnell, FL 32110

The mission of Flagler County is to provide high-quality services through a responsive workforce committed to excellence, integrity, in collaboration with the cities and to act as a fiscally responsible steward.

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Wednesday, March 26, 2025 2:58 PM
To: Joel Iglesias <jiglesias@consoreng.com>; Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Cc: Charles Woerner <cwoerner@consoreng.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>
Subject: Flagler Commerce Parkway - FPL Primary Install Pricing

Good afternoon all,

See attached proposal for the FPL primary install. This price is primarily for boring the 2" conduit and remedial grading and sodding. There will be minimal trenching involved due to the site conditions and utilities. I will follow up with Jason at FPL to get a timeline on the materials, as we will likely need to extend the contract time to install this primary and get the site cleaned up.

Richard, I added a contingency line item for $15,000. The material being supplied by FPL will essentially be a pass-through cost, leaving the primary install (sub price) and the remedial work the majority of the scope. $15,000 is approximately 5% of that. The biggest issues I see is potential utility conflicts and the damaged sidewalk. I have discussed this with the sub and they will bore deep enough to accommodate the site conditions.

Please let me know if you need to discuss.

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Ratay, Jason <Jason.Ratay@fpl.com>
Sent: Thursday, March 27, 2025 2:38 PM
To: Adam Harrell; Marcus DePasquale; Tucci, Tony
Cc: Richard Zion, P.E., P.G; Joel Iglesias
Subject: RE: Commerce Parkway - Streetlight Design
Attachments: WR13516455_INV1800497609_MAR_10_2025.pdf

> You don't often get email from jason.ratay@fpl.com. Learn why this is important

We should have that material on hand, but do you know about how much bore pipe (if any) you will be needing? Our 2" bore conduit comes in about 2500' reels. I can put together the material pickup form and send it over to you. You can pickup material before the invoice is paid, but I have also attached the invoice and payment instructions.

Invoice Payment:
Please go to the FPL project portal to pay online.
https://partner.fpl.com/construction.html?cid=aliasconstruction#findYourBill
Then click "Pay Bill," then "How to Pay," then click "Go to Speedpay."

Please note invoices are valid for 180 days from the day they are generated (after this point a new estimate and invoice is required).

A check can also be sent to the Miami, FL address listed on the invoice. If you do this option, please make sure to send a copy of the invoice along with the check.

Thank you,
Jason Ratay
Engineer-II Distribution
Flagler Service Center - FPL
Office: 386-586-6419
Email: Jason.Ratay@fpl.com

Please contact me with any questions or concerns.

Visit the new FPL Project Portal at FPL.com/construction to manage your FPL residential and commercial construction projects including milestones.

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Thursday, March 27, 2025 7:27 AM
To: Ratay, Jason <Jason.Ratay@fpl.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Joel Iglesias <jiglesias@consoreng.com>
Subject: RE: Commerce Parkway - Streetlight Design

Jason,

I will need to get the FPL agreement signed by our COO and sent over to you. What is the timeline on procuring the material?

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Ratay, Jason <Jason.Ratay@fpl.com>
Sent: Wednesday, March 26, 2025 4:31 PM
To: Adam Harrell <aharrell@pandspavinginc.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Joel Iglesias <jiglesias@consoreng.com>
Subject: RE: Commerce Parkway - Streetlight Design

Good afternoon Adam,

That is correct, that cost is to provide the 2” conduit, splice boxes, and transformer pads. They will just need to be picked up from our local storeroom.

Thank you,

Jason Ratay

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Wednesday, March 26, 2025 10:00 AM
To: Marcus DePasquale <mdepasquale@bunnellcity.us>; Ratay, Jason <Jason.Ratay@fpl.com>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Joel Iglesias <jiglesias@consoreng.com>
Subject: RE: Commerce Parkway - Streetlight Design

Jason,

I am finalizing the proposal for the primary install, and I wanted to confirm that the material cost is $69,637? Does that include the full amount of material to furnish the project? (2” conduit, 48” splice box, transformer pads, etc)

Thank you,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Marcus DePasquale <mdepasquale@bunnellcity.us>
Sent: Monday, March 17, 2025 9:01 AM
To: Ratay, Jason <Jason.Ratay@fpl.com>; Adam Harrell <aharrell@pandspavinginc.com>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Joel Iglesias <jiglesias@consoreng.com>
Subject: RE: Commerce Parkway - Streetlight Design

Good morning Jason,

I appreciate your prompt response. I just forwarded you the meeting invite for Wednesday, March 19, 2025, at 10:30 AM.

Thanks again!

Marcus

Marcus DePasquale, PE
CITY ENGINEER | Public Works Director
City of Bunnell
mdepasquale@bunnellcity.us
Cell: 386-523-4053

From: Ratay, Jason <Jason.Ratay@fpl.com>
Sent: Friday, March 14, 2025 3:15 PM
To: Marcus DePasquale <mdepasquale@bunnellcity.us>; Adam Harrell <aharrell@pandspavinginc.com>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Joel Iglesias <jiglesias@consoreng.com>
Subject: RE: Commerce Parkway - Streetlight Design

Good afternoon Marcus,

1. The minimum cover is 36”, but we can discuss this more on the call.
2. Our desired separation is 12” in any direction from other utilities.
3. Same as answer to #2.

I’m available to meet on Wednesday if you’d like to forward me the invite.

Thank you,
Jason Ratay, P.E.
Engineer-II Distribution
Flagler Service Center - FPL
Office: 386-586-6419
Email: Jason.Ratay@fpl.com



Please contact me with any questions or concerns.

Visit the new FPL Project Portal at FPL.com/construction to manage your FPL residential and commercial construction projects including milestones.

From: Marcus DePasquale <mdepasquale@bunnellcity.us>
Sent: Thursday, March 13, 2025 2:15 PM
To: Ratay, Jason <Jason.Ratay@fpl.com>; Adam Harrell <aharrell@pandspavinginc.com>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>; Joel Iglesias <jiglesias@consoreng.com>
Subject: Commerce Parkway - Streetlight Design

Good afternoon Jason,

I hope you’re having a great day. Since we’re at the end of the project, we have several “new” exiting water and sewer service crossings, along with three large storm crossings. In the email below, Adam expressed concern that achieving 36” of cover may be challenging in some areas.

We understand your CAD design is forthcoming. In the meantime, could you kindly provide us with the following design criteria:

1. Minimum Cover Tolerance: For instances where 3’ of cover cannot be achieved for an open cut installation.
2. Utility Separation: Both the desired separation distance and the minimum acceptable separation if the desired spacing cannot be achieved.
3. Storm Crossings Considerations:
   a. If diverting slightly from the FPL design and going over, we anticipate achieving approximately 12” of cover — would this be acceptable?
   b. If performing a directional drill under the crossings, what would be the required utility separation from a box culvert or a triple 48” CMP culvert crossing?

Additionally, Adam has a few construction-related questions that would be ideal to discuss during a brief virtual meeting. Are you available at any of the following times next week?

- Monday, March 17th – Any time
- Tuesday, March 18th – 3:30 PM
- Wednesday, March 19th – At the start of our project progress meeting (10:30 AM). You wouldn't need to stay for the full meeting — we can address your portion promptly.

Thanks so much for your continued assistance! Please let us know what works best for you.

Best Regards,

Marcus

Marcus DePasquale, PE
CITY ENGINEER | Public Works Director
City of Bunnell
mdepasquale@bunnellcity.us
Cell: 386-523-4053

From: Ratay, Jason <Jason.Ratay@fpl.com>
Sent: Tuesday, March 11, 2025 4:00 PM
To: Adam Harrell <aharrell@pandspavinginc.com>; Marcus DePasquale <mdepasquale@bunnellcity.us>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: Commerce Parkway - Streetlight Design

Good afternoon Adam,

If it's unable to be trenched in then we can provide 2" bore conduit to you instead of the 2" PVC. The path of the conduit would remain the same and it wouldn't affect the cost to FPL.

Thank you,

Jason Ratay

From: Adam Harrell <aharrell@pandspavinginc.com>
Sent: Monday, March 10, 2025 5:58 PM
To: Marcus DePasquale <mdepasquale@bunnellcity.us>; Ratay, Jason <Jason.Ratay@fpl.com>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: Commerce Parkway - Streetlight Design

Jason,

I spoke with Quantum today and Joe is think that this primary needs to be bored and not trenched in due to the configuration and construction of Commerce Parkway at this point.

Have you reviewed the roadway plans for this project? Is there is specific location where the primary can trench? I think we will struggle in areas to achieve 36" of cover.

Joe was also asking if we could meet onsite to review the layout and install, it will affect the pricing.

Thanks,

Adam Harrell
Project Manager / Estimator
P&S Paving, Inc.
3701 Olson Drive
Daytona Beach, FL 32124
Mobile: (904) 612-6140
Office: (386) 258-7911

From: Marcus DePasquale <mdepasquale@bunnellcity.us>
Sent: Monday, March 10, 2025 4:10 PM
To: Ratay, Jason <Jason.Ratay@fpl.com>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Adam Harrell <aharrell@pandspavinginc.com>; Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: Commerce Parkway - Streetlight Design

Good afternoon Jason,

Thanks for the update and Pre-Con confirmation.

Marcus

Marcus DePasquale, PE
CITY ENGINEER | Public Works Director
City of Bunnell
mdepasquale@bunnellcity.us
Cell: 386-523-4053

From: Ratay, Jason <Jason.Ratay@fpl.com>
Sent: Monday, March 10, 2025 3:46 PM

To: Marcus DePasquale <mdepasquale@bunnellcity.us>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Adam Harrell <aharrell@pandspavinginc.com>; Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: RE: Commerce Parkway - Streetlight Design

Good afternoon Marcus,

We should have a more detailed design back from our CAD department by the beginning of next week. And yes, I can attend a pre-construction meeting when the time comes.

Thank you,

Jason Ratay

From: Marcus DePasquale <mdepasquale@bunnellcity.us>
Sent: Friday, March 7, 2025 11:17 AM
To: Ratay, Jason <Jason.Ratay@fpl.com>; Tucci, Tony <Tony.Tucci@fpl.com>
Cc: Adam Harrell <aharrell@pandspavinginc.com>; Richard Zion, P.E., P.G <Rzion@flaglercounty.gov>
Subject: Commerce Parkway - Streetlight Design

Good morning Jason,

I vaguely recall you mentioning that the attached Streetlight design is more of a sketch. After speaking with P&S Project Manager Adam, he confirmed the sketch works well for quoting purposes, but he would prefer a more detailed design for construction.

I wanted to reach out with a couple of questions:

1. Would it be possible for your team to provide a more detailed design for construction purposes? If so, could you kindly advise on the expected timeline for delivery?
2. When the time comes, would you or someone from FPL be available to attend a Pre-Construction meeting?

Your continued assistance is greatly appreciated, and please let me know if you need any additional information.

Thanks again and have a great weekend!!

Marcus

Marcus DePasquale, PE
CITY ENGINEER | Public Works Director
City of Bunnell
mdepasquale@bunnellcity.us
Cell: 386-523-4053

From: Ratay, Jason <Jason.Ratay@fpl.com>
Sent: Tuesday, February 25, 2025 4:04 PM
To: Marcus DePasquale <mdepasquale@bunnellcity.us>
Cc: Tucci, Tony <Tony.Tucci@fpl.com>; Thrapp, Scot <Scot.Thrapp@fpl.com>; Kristen Bates <kbates@bunnellcity.us>
Subject: RE: Commerce Parkway CAD files and Easements

Good afternoon Marcus,

Here's a sketch of the primary route design which includes the transformers and locations of pull boxes. I have also attached the specifications for the pads and pull boxes. The primary conduit needs to be installed 36" deep from top of conduit to grade.

Additionally, we got approval for the invoice to be paid after releasing the job to construction. So payment won't hold up releasing the job to construction. I'll get the finalized cost and agreements to you by the end of the week.

Thank you,
Jason Ratay, P.E.
Engineer-II Distribution
Flagler Service Center - FPL
Office: 386-586-6419
Email: Jason.Ratay@fpl.com

Please contact me with any questions or concerns.

Visit the new FPL Project Portal at FPL.com/construction to manage your FPL residential and commercial construction projects including milestones.

From: Marcus DePasquale <mdepasquale@bunnellcity.us>
Sent: Tuesday, February 25, 2025 11:11 AM
To: Ratay, Jason <Jason.Ratay@fpl.com>
Cc: Tucci, Tony <Tony.Tucci@fpl.com>; Thrapp, Scot <Scot.Thrapp@fpl.com>; Kristen Bates <kbates@bunnellcity.us>
Subject: Commerce Parkway CAD files and Easements

Good morning Jason,

Please find the below link to the requested CAD files and existing as-builts in the area:

Commerce Pkwy - Final Plans 102323

FPL As-Builts

I've also attached the Right-of-Way Certification files depicting the Commerce Pkwy Right-of-Way and all easements.

If you have any questions, please feel free to call me. Thanks again for your continued assistance!!

Marcus

Marcus DePasquale, PE
CITY ENGINEER | Public Works Director
City of Bunnell
mdepasquale@bunnellcity.us
Cell: 386-523-4053

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Bunnell and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.
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PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Bunnell and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Change Order
Package A, B, and C

Time Calculation Tracking

Day of Month / Contract Day

E	SA/WO/CO/	LD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
			29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58
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0	31	0	*496*	**Original Contract Time**																												
			0	Weather Day																												
			0	Holiday Day																												
			31	CO / WO DAY																												
			0	LIQUIDATED DAMAGE DAY																												
			527	Total Allowable Days																												

Contract Time Stops:	
8/12/25	
Today's Date:	
3/31/25	
393 / 527 =	*74.57%*
Percentage Complete	

Notes:

x	Target Completion	
		Original D
Begin Contract Time	=	3/4
Substantial Date	=	6/12
Completion Date	=	7/12

Flagler County

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

Attachment 5

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
	ACCOUNT			LINE DESCRIPTION	EFF DATE			ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND
2025 07	71121	04/04/2025	080		BUA	COMM2BTR	1	1
1	11188350	581028		Operating - Grants	City of Bunnell		4,488,652.00	-596,129.00	3,892,523.00
	1130-180-8001-541800-540-54-000-000-581028-					04/04/2025			
2	11100240	581028		Engineering	City of Bunnell		2,296,149.00	639,844.00	2,935,993.00
	1130-108-0820-541800-540-54-000-000-581028-					04/04/2025			
3	13050000	598020		TranImEasO/Reserves	Reserve - Future Use		1,314,284.00	-43,715.00	1,270,569.00
	1130-150-5000-000000-590-00-000-000-598020-					04/04/2025			
					** JOURNAL TOTAL			0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

YEAR PER JNL SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2025 7 71121					
BUA 1130-180-8001-541800-540-54-000-000-581028-	City of Bunnell		5		596,129.00
04/04/2025 COMM2BTR 080		T			
BUA 1130-108-0820-541800-540-54-000-000-581028-	City of Bunnell		5	639,844.00	
04/04/2025 COMM2BTR 080		T			
BUA 1130-150-5000-000000-590-00-000-000-598020-	Reserve - Future Use		5		43,715.00
04/04/2025 COMM2BTR 080		T			
	JOURNAL 2025/07/71121 TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

PA JOURNAL SOURCE	PROJECT STRING	EFF DATE / GL YEAR/PER/JNL	REF1	REF2	REF3		REF4	T	AMOUNT
******		04/04/2025 2025/07/71121							
PAB	CE23001 -AID/GRANT -FDOT/1130	-581028	080			T	COMM2BTR	5	-596,129.00
PAB	CE23001 -AID/LOCAL -RNB/1130	-581028	080			T	COMM2BTR	5	639,844.00
							CE23001 TOTAL:		43,715.00

** END OF REPORT - Generated by Michael Catalano **

FLAGLER COUTY BORAD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM 7k

SUBJECT: Consideration of Support Resolution for Executive Office of the Governor's Department of Governmental Efficiency Task Force

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: On February 24, 2025, the Honorable Governor Ron DeSantis signed Executive Order 25-44 Ensuring Government Efficiency. The Executive Order establishes a Department of Governmental Efficiency Team within the Office of Policy and Budget of the Executive Office of the Governor (EOG DOGE). The EOG DOGE Team is responsible for assisting local governments in identifying unnecessary spending, eliminating waste, and saving taxpayers money.

Flagler County values transparency, accountability, and open government—themes found throughout the Board's Strategic Plan. In alignment with these principles, staff is bringing forward for consideration a support resolution committing to the Florida Executive Office of the Governor's Department of Government Efficiency (DOGE) initiative. This commitment reflects Flagler County's dedication to fostering public trust, enhancing civic engagement, and ensuring that residents have clear and easy access to government information and services.

FUNDING INFORMATION: N/A

STRATEGIC PLAN:
Focus Area: Effective Government
- Goal 2 –Build & Maintain Relationships to Support Effective & Efficient Government

DEPARTMENT CONTACT: Heidi Petito, County Administrator , 386-313-4001

RECOMMENDATIONS: Request the Board approve the support resolution to actively participate in a comprehensive review conducted by the EOG DOGE Team to identify and eliminate unnecessary and inappropriate spending.

ATTACHMENTS:
1. Resolution
2. Executive Order 25-44 DOGE

RESOLUTION NO. 2025- _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, EXPRESSING COMMITMENT TO COLLABORATE WITH THE STATE OF FLORIDA'S DEPARTMENT OF GOVERNMENT EFFICIENCY (DOGE) TO ENHANCE GOVERNMENTAL OPERATIONS AND SERVICE DELIVERY.

WHEREAS, on February 24, 2025, the Honorable Governor Ron DeSantis signed Executive Order 25-44, Ensuring Government Efficiency;

WHEREAS, the Executive Order establishes within the Office of Policy and Budget in the Executive Office of the Governor a Department of Governmental Efficiency Team (EOG DOGE) with the objective of improving the effectiveness and efficiency of governmental operations across the state; and

WHEREAS, EOG DOGE aims to work collaboratively with local governments to implement policy reforms that enhance service delivery and optimize the use of taxpayer funds; and

WHEREAS, to best serve the people of Florida, local governments should in partnership and assistance of EOG DOGE actively participate in a comprehensive review conducted jointly by the EOG DOGE and local government to identify and eliminate unnecessary and inappropriate spending; and

WHEREAS, the Board of County Commissioners of Flagler County recognizes the benefits of intergovernmental cooperation as outlined in the Florida Interlocal Cooperation Act of 1969, codified in Section 163.01 of the Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage; and

WHEREAS, the Board of County Commissioners of Flagler County is committed to promoting transparency, accountability, and efficiency in its operations for the benefit of its residents; and

WHEREAS, collaboration with DOGE is anticipated to provide valuable insights and resources to further these objectives.

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

1. The Flagler County Board of County Commissioners hereby expresses its commitment to work in collaboration with the State of Florida's Department of Government Efficiency (EOG DOGE) to identify and implement policy reforms

aimed at enhancing governmental efficiency and service delivery within Flagler County.

2. The Board supports efforts identifying unnecessary spending, creating efficiencies, and saving taxpayer dollars.
3. Through this partnership, the Board will grant the EOG DOGE access to the necessary records and any physical premises to review documents and data which may assist the County in identifying inefficiencies.
4. The Board will work in good faith with the EOG DOGE to implement administrative or policy reforms to promote efficiency and maximize productivity within local government.
5. The Board directs the County Administrator, in coordination with relevant county departments, to be available and support EOG DOGE requests and to provide any necessary access and requested information to the EOG DOGE.
6. The Board appoints the County Administrator to serve as the point of contact for all EOG DOGE related inquiries.
7. The County Administrator shall provide regular updates to the Board on collaborative efforts with EOG DOGE, including progress on initiatives and recommendations for implementation.
8. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 21st day of April 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:

_____

Sean S. Moylan, Deputy County Attorney

STATE OF FLORIDA

OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 25-44

(Ensuring Government Efficiency)

WHEREAS, state and local governments should be efficient, effective, transparent, and responsive and should be held accountable for achieving these goals; and

WHEREAS, fiscal accountability is necessary to ensure good government and to minimize financial burdens on the taxpayer; and

WHEREAS, all levels of government should continue to work to eliminate unnecessary and inappropriate spending; and

WHEREAS, the State of Florida has a strong record of responsible fiscal management and stewardship; and

WHEREAS, in addition to balancing the budget each year, my Administration has consistently strived toward streamlining government; and

WHEREAS, for example, the Fiscal Year 2024-2025 "Focus on Florida's Future" Budget saved Florida taxpayers $3.5 billion; and

WHEREAS, Florida has paid down 41% of the State's total historic tax-supported debt since 2019; and

WHEREAS, Florida's debt per capita is estimated to have decreased by 54% from $1,457 in Fiscal Year 2010-2011 to $664 in Fiscal Year 2023-2024; and

WHEREAS, the State has maintained a triple-A credit rating, has one of the lowest tax burdens in the country, and has increased rainy-day reserves by over $9.4 billion; and

WHEREAS, my Administration's proposed Fiscal Year 2025-2026 "Focus on Fiscal Responsibility" Budget will lower spending even further, saving Florida taxpayers $3 billion compared to the current year budget; and

WHEREAS, the proposed Fiscal Year 2025-2026 budget eliminates over 740 state government positions, recommends $2.2 billion in tax relief, and requires a thorough review of federal grant funding received and expended in the State; and

WHEREAS, Florida has the lowest ratio of state government workers to population; and

WHEREAS, because of Florida's low regulatory footprint, Florida has consistently been ranked one of the top states in which to conduct business; and

WHEREAS, notwithstanding Florida's history of prudent fiscal management relative to many states in the country, the State should nevertheless endeavor to explore opportunities for even better stewardship of state and local resources; and

WHEREAS, for example, the Trump Administration has created the Department of Government Efficiency ("DOGE") to employ innovative technology to identify and eliminate unnecessary and oftentimes frivolous spending, to maximize governmental efficiency and productivity, and to reform the federal workforce; and

WHEREAS, the State of Florida should leverage cutting edge technology to identify further spending reductions and reforms in state agencies, university bureaucracies, and local governments that have increased their spending, to include identifying and returning unnecessary federal grant funding.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. There shall be established within the Office of Policy and Budget in the Executive Office of the Governor (EOG) an EOG DOGE Team. The EOG DOGE Team shall be responsible for (1) ensuring compliance with this Executive Order; (2) using publicly available information to identify and report unnecessary spending within county and municipal governments; (3) coordinating with the Board of Governors of the State University System of Florida and the State Board of Education to identify and eliminate unnecessary spending, programs, courses, staff, and any other inefficiencies within the State University System and the Florida College System; and (4) recommending legislative reforms to promote efficiency, maximize productivity, and eliminate waste in state and local government. The EOG DOGE Team shall report any legislative recommendations to the Governor, the Chief Financial Officer, the President of the Senate, and the Speaker of the House of Representatives no later than September 30, 2025.

Section 2. Each state agency shall establish an Agency DOGE Team that shall be responsible for (1) utilizing advanced technology, such as artificial intelligence, as part of ongoing efforts to identify and eliminate unnecessary spending, programs, or contracts within the agency; (2) identifying any pending or funded federal grant awards that are inconsistent with the policies of this State and should be returned to the American taxpayer in furtherance of the President's DOGE efforts; and (3) recommending administrative or legislative reforms to promote efficiency, maximize productivity, and eliminate waste in state and local government, including recommendations to leverage modern technology and to eliminate the duplication of services, reduce fees, and cut overhead. Each Agency DOGE Team shall report its progress on the foregoing responsibilities to the EOG DOGE Team on a monthly basis until this Executive Order expires.

Section 3. The Board of Governors of the State University System of Florida and the State Board of Education shall collaborate with the EOG DOGE Team to identify and eliminate unnecessary spending, programs, courses, staff, and any other inefficiencies within the State University System and the Florida College System.

Section 4. This Executive Order shall be implemented in accordance with state and federal law and with existing staff and funding. To the maximum extent possible, agencies should employ the most innovative technology feasible to carry out the responsibilities assigned in this Executive Order.

Section 5. This Executive Order is effective immediately and shall expire on March 31, 2026.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 24th day of February, 2025.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2025 FEB 24 AM 9:03
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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

SUBJECT: Approve Amended Purchase and Sale Agreement with Raydient Palm Coast, LLC, for Conservation Lands in the Amount of $3,000,000 for a Portion of the Pringle Forest.

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: The Board previously considered the Purchase and Sale Agreement (PSA) with Raydient Palm Coast, LLC at its March 3, 2025, Regular Meeting. At that time, the Board unanimously approved the purchase, understanding that the property had not yet been surveyed to provide a specific legal description. The property has since been surveyed, and staff is asking for Board reconsideration of the PSA now that the lands have been described with specificity and identified in the legal description as Parcels A, B, and C. For ease of reference, Parcel A lies east of the Florida East Coast Railroad. Parcels B and C lie west of the Florida East Coast Railroad. Parcel C is included within the Old Brick Township Development of Regional Impact ("DRI Parcel").

Additionally, and more importantly, Board reconsideration is required because Raydient insists on adding a reverter clause, something vigorously objected to by County staff. Specifically, the proposed Special Warranty Deed, as prepared by Raydient and incorporated by reference into the PSA, includes a clause (the "Reverter Clause") that requires the County to convey the DRI Parcel back to Raydient following a "Trigger Event." A "Trigger Event" is defined in the Special Warranty Deed as one where the County makes application for a plat, building permit, or any other approval that would violate the use restrictions set forth in the Special Warranty Deed. The use restrictions specifically preclude any use of the DRI Parcel that would qualify as a "development activity" pursuant to Section 380.04, Florida Statutes, as well as land disturbance of any kind. If the County were to undertake any development activities on the conservation lands, Raydient would be responsible for a number of remedial obligations.

The version of PSA considered by the Board on March 3 was the version approved by County staff and did not include the Reverter Clause. Raydient's comments on the County's revisions, as approved by the Board, were not received until after the March 3 meeting. County staff have continued to work diligently with their counterparts at Raydient in addressing this issue, with the view that a reverter clause is inappropriate when the County is purchasing the land with $3M in state funding for the benefit of the public. For example, the County offered to allow Raydient to seek injunctive relief in the Circuit Court should the County, however unlikely, undertake a Trigger Event. However, in protecting its interests, Raydient will not allow for elimination of the Reverter Clause altogether. Instead, they have agreed to a better identification of a "Trigger Event" by more specifically defining what does not constitute "land disturbance of any kind" using a list provided by the County of the possible uses to which it may put the DRI Parcel. The uses now excluded from "land disturbance of any kind" have been reviewed by Ray Tyner, the City of Palm Community Development Deputy Director. As set forth in the attached letter from Mr. Tyner, the City has agreed that these specifically delineated uses do not constitute commencement of construction or physical development under the DRI and, as such, would not serve as a "Trigger Event."

The version of PSA now presented to the Board for consideration has only been amended to incorporate the above-referenced legal descriptions and to revise the Special Warranty Deed to include (1) the Reverter Clause and (2) the specific uses that qualify as exceptions from "land disturbance of any kind." With these changes to the Special Warranty Deed, the County will be required to convey the DRI Parcel back to Raydient if it proposes to put the DRI Parcel,

or any portion thereof, to a use that either qualifies as "development activity" pursuant to Section 380.04, Florida Statutes, or land disturbance of any kind, excepting the specifically delineated uses. At the present time, County staff has not anticipate any uses of the DRI Parcel that would serve as a "Trigger Event," but it is important that the Board understand that the Reverter Clause exists and precludes all but very passive use of the DRI Parcel.

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: Funding remains through the 2023 Legislative Appropriations in the amount of $3,000,000 for this purchase.

DEPARTMENT CONTACT: Sarah Spector, Assistant County Attorney, 386-313-4058
Jorge Salinas, Deputy County Administrator, 386-313-4001

RECOMMENDATION: Request the Board approve the amended Purchase and Sale Agreement for the Acquisition of Conservation Lands with Legislative Appropriation Funds in the amount of $3,000,000, authorizing the Chairman to execute the agreement and all necessary documents associated with this transaction approved as to form by the County Attorney.

ATTACHMENTS:

1. Amended Purchase and Sale Agreement (with Deed)
2. March 3, 2025, Meeting Minutes (Excerpt)
3. Letter from Ray Tyner, COPC, re Confirmation of Allowable Uses and Commencement of Development

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into by **RAYDIENT PALM COAST LLC**, a Delaware limited liability company (the "SELLER"), with a business address at 1 Rayonier Way, Wildlight, Florida, 32097, and **FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida**, whose address is 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110 (the "BUYER"), in connection with BUYER's offer to purchase from SELLER the real property consisting of approximately 308.3 acres of land in Flagler County, Florida as shown on **EXHIBIT "A"** attached hereto and incorporated herein and depicted as "Sale Area" ("Land" or "Property") subject to the terms and conditions herein.

W I T N E S S E T H

SELLER hereby agrees to sell, and BUYER hereby agrees to buy, the Land/Property on the following terms and conditions:

1. **PURCHASE PRICE**. (the "Purchase Price") **$3,000,000.00**

Subject to adjustments and prorations, payable at Closing (as defined below).

2. CONVEYANCE**.**

(a) SELLER agrees to sell to BUYER and BUYER agrees to buy and pay for the Land, subject to ~~any~~the Permitted Exceptions (as defined below~~) not objected to during the Title Review Period (as defined below~~). No representation or warranty as to exact acreage will be made. At Closing, SELLER shall convey title to the Land to BUYER by special warranty deed limiting SELLER's warranty of title to claims arising by, through or under SELLER but not otherwise, substantially in the form on **EXHIBIT "B"** attached hereto and incorporated herein for all purposes (the "Deed"), subject to the Permitted Exceptions.

Permitted Exceptions:

(i) intentionally omitted;

(ii) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;

(iii) General and special taxes, assessments and ad valorem taxes for the current year and thereafter falling due;

(iv) Any current or future building or zoning ordinances or any other law or regulation (including, but not limited to, environmental protection laws and regulations) of any governmental authority;

(v) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;

(vi) All current and previous reservations, exceptions and conveyances of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;

(vii) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;

(viii) All outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, 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;

(ix) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;

(x) Any reservations set forth in this Agreement;

(xi) Lack of access;

(xii) All matters of public record;

(xiii) Those title defects or exceptions waived or accepted by BUYER as contained in the Title Commitment (as defined below) pursuant to Section 6; and

(xiv) Other contracts affecting the Property, if any, set forth on **EXHIBIT "C"**.

All of the foregoing exceptions shall be referred to collectively as the "Permitted Exceptions." By acceptance of the Deed and the Closing of the purchase and sale of the Land, BUYER agrees that SELLER shall have conclusively satisfied its obligations with respect to title to the Land. The provisions of this Section shall survive the Closing.

(b) At Closing, BUYER agrees to assume all obligations, liabilities, claims, damages, actions, costs and expenses whenever arising under or related to the Land or to any environmental condition existing on or under the Land by execution of an assumption agreement substantially in form of **EXHIBIT "D"** (the "Assumption Agreement").

3. **SELLER'S COSTS**. SELLER shall pay SELLER's attorneys' fees, the cost for preparation of the Deed, SELLER's prorated amount of ad valorem taxes pursuant to Section 5, SELLER's real estate commission, if any, and any other costs specifically provided for in this Agreement as the responsibility of SELLER and will hold BUYER harmless from same.

4. **BUYER'S COSTS**. BUYER shall pay all other closing costs not paid by SELLER, including any sales tax imposed on the transfer of personal property, fees and taxes associated with the recording of the Deed and any other instrument required by the title insurance company, costs associated with the preparation of the survey and the painting and blazing, as contemplated by Section 7 hereof, and any other costs specifically provided for in this Agreement as the responsibility of BUYER and will hold SELLER harmless from same.

5. **TAXES**. Ad valorem taxes for the year of Closing shall be prorated between BUYER and SELLER as of the Closing Date based on the amount of the latest taxes assessed against the Land for the immediately preceding calendar year. SELLER shall not be responsible for any portion of increased taxes resulting from any land use changes initiated or pursued by BUYER or as a result of BUYER's actions with regards to the Land, or change in the use of the Land from its present real property tax designation. BUYER shall be responsible for any rollback taxes. SELLER shall be responsible for making the payment for the taxes for the year of Closing.

6. **TITLE REVIEW**.

(a) Pursuant to the Deed, SELLER shall convey to BUYER good and marketable title to the Land, subject to the Permitted Exceptions and this Agreement; provided however, BUYER shall have ten (10) business days after receipt of the Title Commitment to examine the title (the "Title Review Period") at BUYER's sole cost and expense. The parties agree that the Title Commitment (as hereinafter defined) will be issued by American Government Services Corporation ("Escrow Agent") as agent for Fidelity National Title Insurance Company (the "Title Company"). The parties agree that if the title is such as would permit the Title Company to insure the title consistent with its underwriting standards, on standard forms, for its usual fee, and subject to the Permitted Exceptions, then said title shall be conclusively presumed to be good and marketable as to all matters covered by said policy and not excepted from it. The title search, commitment fee, and any title policy (if acquired), and the basic title insurance premium for the purchase price shall be at BUYER's expense. Any additional title insurance endorsement costs shall be at BUYER's expense.

(b) If the title commitment covering the Property (the "Title Commitment") reveals any title defects which render the title unmarketable, including any ~~of the~~matter that is a Permitted ~~Exceptions, or~~Exception as defined in Section 2 of this Agreement which are unsatisfactory to BUYER in its commercially reasonable judgment, then BUYER shall give to SELLER written notice of such title defects prior to the expiration of the Title Review Period ("Title Objections"). Any title defects that BUYER does not object to in writing to SELLER prior to the expiration of the Title Review Period shall be waived by BUYER and such matters shall be deemed Permitted Exceptions. SELLER shall have the right but not the duty to remedy, remove or cure any Title Objections, but in the event that it determines to attempt to remedy, remove or cure any Title Objections, it shall have sixty (60) days from the date it receives

BUYER's Title Objections to do so or such other reasonable time period mutually agreed to by the parties in writing ("Seller's Title Cure Period"), and the Closing date shall be extended by such period of time without the need to amend this Agreement. If properly noticed Title Objections are cured, then this transaction shall be closed within the time allowed for Closing hereunder. In the event SELLER is unable or unwilling to cause the removal or cure of any one or more of the Title Objections during Seller's Title Cure Period, SELLER shall notify BUYER, in writing, and BUYER may, at any time within five (5) days after BUYER's receipt of such notice, either: (i) waive any such uncured Title Objections and proceed to Closing or (ii) terminate this Agreement. In the event BUYER fails to timely provide the election under (i) or (ii) above, BUYER shall be deemed to have elected to waive any such uncured Title Objections and proceed to Closing. Any uncured Title Objections which BUYER waives under this Section 6(b) shall be Permitted Exceptions under the terms of this Agreement.

(c) If SELLER is unable to convey to BUYER marketable title to the Land in accordance with the terms of this Agreement, BUYER shall have the right to: (i) terminate this Agreement, at the same time abandoning any legal or equitable rights in the Land to SELLER, executing a full and complete release of SELLER for all claims arising under or associated with this Agreement or the purchase of the Land, and returning to SELLER any title evidence, surveys or other similar documents received from SELLER together with BUYER's copy of this Agreement, whereupon all rights and liabilities of the parties hereunder shall cease and terminate, except for the provisions which expressly survive termination of this Agreement; or (ii) accept SELLER's title with such title defects without any reduction in the Purchase Price, and close this transaction upon the other terms as stated herein without any reduction of the Purchase Price. These are BUYER's sole and exclusive remedies for failure of SELLER to convey marketable title to BUYER.

(d) Upon execution of this Agreement by SELLER and BUYER, BUYER shall have the right to a due diligence period up through the day fourteen (14) days prior to the Closing Date (the "Due Diligence Period") to determine the suitability of the Land for its intended use. BUYER shall have the Due Diligence Period to notify SELLER in writing that BUYER does not intend to purchase the Land. If BUYER's investigation reveals that the Land is not suitable for its intended use, then BUYER shall provide written notice to SELLER by 5:00 P.M. Eastern time on the expiration of the Due Diligence Period of BUYER's intent to terminate this Agreement. At the time of termination of this Agreement by BUYER, BUYER shall deliver to SELLER (i) all site specific planning, engineering, environmental investigations, testing, and support data, and all work product and assignments referred to in Section 6(e) of this Agreement; (ii) all surveys and other information received from SELLER; (iii) BUYER's counterpart of this Agreement; (iv) a certification that all work performed on BUYER's behalf is paid for; and (v) a release executed by BUYER releasing SELLER from all claims arising under or associated with this Agreement or the purchase of the Land. Upon termination of the Agreement as set forth in this subsection including delivery of the items BUYER is obligated to deliver in accordance with the preceding sentence, then all rights and benefits, and all duties, obligations, and liabilities of the parties hereunder shall cease, except for the provisions which expressly survive termination of this Agreement. This right to terminate shall constitute BUYER's sole and exclusive remedy therefor hereunder. If BUYER does not provide written notice of termination of this Agreement

to SELLER on or before the Due Diligence Expiration Date as set forth above, then this transaction shall proceed to Closing.

(e) In the event this Agreement is terminated for any reason other than SELLER's default, BUYER shall, within ten (10) days after the termination, transfer and assign to SELLER all of BUYER's right, title and interest in and to all surveys, approvals, permits, applications for governmental approvals or permits, environmental reports and studies, correspondence relating to any of the foregoing, land use plans, engineering drawings, feasibility and marketing studies, and all other materials of any kind or character relating to BUYER's intended use and development of the Land, and provide SELLER copies of all of such documents, together with such evidence as SELLER may reasonably require evidencing that all such plans, specifications, approvals, permits, data and the like have been fully paid for, as well as execution of a complete release by BUYER of SELLER of all claims arising under or associated with this Agreement or the purchase of the Land. Upon SELLER's request, BUYER shall promptly execute such release and assignment and transfer documents as SELLER may reasonably require to confirm the fact of the assignment, and give notice thereof to the vendors and suppliers of such goods, materials and services. This provision shall survive termination of this Agreement.

7. **SURVEY**. BUYER shall cause a Survey of the Land to be made by a registered Florida surveyor, and certified and delivered to SELLER and Title Company as soon as practicable but in no case later than the expiration of the Due Diligence Period. The survey will be certified to SELLER, BUYER and the Title Company. Upon approval of the Survey by SELLLER, the legal description of the Land in the Deed shall be based on the Survey. The Survey costs shall be at BUYER's expense. All survey lines which are common with remaining (after transaction) SELLER (or its affiliates) ownership are to be cut and painted. No blazing of any kind is to be made on any line other than the line that is final. All trees greater than or equal to 3 inches in diameter at breast height (4.5 feet above ground level) that can be touched while a person is standing on the final line shall be blazed. Monuments will be utilized for corners. Corners will be placed at each change of line direction (except branch and swamp centerlines). Corners will be placed on each right-of-way line when a boundary crosses an excluded road. If any turning points or other points on the final line are marked with visible materials of a permanent nature, such as pipes or re-enforcing rods, they must be shown on the final plat. No such permanent objects are to be left in place on trail lines. Whenever possible, each corner will be witnessed by at least three trees. Blazing is to be done in accordance with the Manual of Surveying Instructions, 1973 prepared by the U.S. Department of the Interior. Paint color and brand to be Specified by Rayonier Resource Unit. If the surveyed line runs through an open area or an area with trees to small too blaze, a treated fence post or similar marker must be set at intervals no more than 100 feet apart on the final survey line. The foregoing obligations with regard to cutting and blazing shall survive Closing and shall be completed as part of the survey work.

8. **DOCUMENTATION**. At or in connection with Closing, SELLER shall furnish to BUYER an assistant secretary's certificate certifying the representations and warranties of SELLER contained herein to be true and correct in all material respects and certifying the authority of the signatories to the closing documents (the "Secretary's Certificate") – no other documentation regarding authority will be provided except as may be agreed to by SELLER in

its sole discretion. SELLER will prepare the closing documents and provide them to Title Company and BUYER or BUYER's counsel prior to Closing.

9. **CLOSING**.

(a) The consummation of the transaction contemplated by this Agreement (the "Closing") shall occur on or before March 17, 2025 (the "Closing Date") and shall be as a mail-away escrow-style closing through the Escrow Agent.

(b) Deliveries by SELLER at Closing. SELLER, at Closing, shall deliver to BUYER:

(1) The Deed;

(2) An affidavit from SELLER stating that SELLER is not a foreign person as defined in Section 1445 of the Internal Revenue Code;

(3) An original executed Closing Statement;

(4) The Secretary's Certificate;

(5) The Assumption Agreement;

(6) An owner's affidavit in a form attached hereto as **Exhibit "E"**;

(7) Access Easement Agreement in the form attached hereto as **Exhibit "F"** (the "Access Easement Agreement");

(8) Assignment and Assumption of Permit in the form attached hereto as **Exhibit "G"** (the "Assignment");

(9) Affidavit regarding commercial broker's lien, unless included in owner's affidavit; and

(10) Other documents reasonably requested by BUYER or the Title Company to effectuate the transactions contemplated hereby.

(c) Deliveries by BUYER at Closing. BUYER, at Closing, shall deliver to SELLER:

(1) A cash payment as set forth in Section 1(b) hereof in the amount of the Purchase Price for the Property;

(2) Other documents reasonably requested by SELLER or the Title Company to effectuate the transactions contemplated hereby;

(3) Appropriate evidence of authority and authorization to enter into and complete the transaction contemplated by this Agreement;

(4) A counterpart original copy of the Deed executed by BUYER;

(5) The Assignment;

(6) The Assumption Agreement;

(7) The Access Easement Agreement;

(8) An original executed Closing Statement;

(9) Affidavit regarding commercial broker's lien; and

(10) Other documents reasonably requested by SELLER or the Title Company to effectuate the transactions contemplated hereby.

10. **DEFAULT BY BUYER OR SELLER**.

Default by BUYER. If BUYER fails to complete the purchase of the Land for any reason within the time specified above, except default by SELLER, then SELLER shall have all remedies at law and equity for such breach including, without limitation, the right to terminate this Agreement and recover its actual out of pocket expenses incurred in connection with this Agreement. Upon termination of this Agreement, BUYER shall forthwith return to SELLER any title evidence, surveys, or other similar documents received from SELLER, and BUYER's copy of this Agreement, satisfy the obligations of Section 6(e), and BUYER shall execute a full and complete release of SELLER for any claims arising under or associated with this Agreement or the purchase of the Land, whereupon all rights and liabilities of the parties hereunder shall cease and terminate, except for the provisions which expressly survive termination of this Agreement.

Default by SELLER. If SELLER shall default in its obligations to close this transaction as provided in this Agreement for any reason other than BUYER's default, BUYER shall be entitled, as its sole remedy, to elect either to (i) enforce specific performance of this Agreement, or (ii) BUYER may terminate this Agreement whereupon all rights and liabilities of the parties hereunder or in any way related to the potential purchase of the Land shall cease and terminate, except for the provisions which expressly survive termination of this Agreement.

BUYER and SELLER agree that: (i) the foregoing remedy provisions set forth in Sections 10(a) and 10(b) constitute the sole and exclusive remedies of each party in the event of a default by the other, except for any default by BUYER following the Closing for which SELLER shall have all remedies at law or in equity.

11. **RECORDING**. Neither this Agreement nor any memorandum of this Agreement shall be recorded without the express, prior written consent of both parties hereto. The Title Company shall record the Deed at BUYER's sole cost and expense.

12. **POSSESSION/INSPECTION**.

(a) BUYER shall have the right to enter upon and take possession of the Land after the Closing Date.

(b) BUYER is given the right to enter upon the Land by license, to conduct thereon such surveys, tests, and examinations (which shall not include any Phase II environmental testing, soil borings, or other invasive testing without SELLER's prior written consent) as BUYER deems necessary, upon the express condition that BUYER shall exercise its privileges under this right of entry at BUYER's own risk and its sole cost and expense. Such license shall not operate to extend the Closing hereunder in any manner. BUYER agrees to notify SELLER in writing prior to its initial entry upon the Land and prior to surveying or conducting tests. Access by BUYER or its employees, agents, contractors, consultants, surveyors, engineers or other party by or through BUYER shall be limited to reasonable daylight hours. SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, BUYER SHALL DEFEND, INDEMNIFY AND HOLD SELLER AND ITS AFFILIATED OR RELATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY FOR INJURY, DAMAGE, COST, LOSS AND EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES) RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE USE AND OCCUPANCY OF THE LAND BY BUYER OR ITS AGENTS, CONTRACTORS, INVITEES OR GUESTS, WHETHER SUCH INJURY OR DAMAGE IS SUSTAINED BY BUYER, SELLER, OR ANY THIRD PARTY. SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, BUYER SHALL FURTHER DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY COST, CHARGE OR CLAIM ARISING UNDER OR BY REASON OF ANY WORK PERFORMED AT OR UPON THE LAND BY ENGINEERS, ENVIRONMENTAL CONSULTANTS, SURVEYORS OR OTHER AGENTS OR CONTRACTORS PERFORMING SERVICES AT THE REQUEST OF BUYER, AND WILL KEEP THE LAND FREE FROM ALL LIENS AND LIEN CLAIMS AS A RESULT THEREOF. SELLER SHALL NOT BE LIABLE TO BUYER, IF, FOR ANY REASON, BUYER'S OCCUPANCY OR USE OF THE LAND SHALL BE HINDERED OR INTERRUPTED FOR ANY REASON WHATSOEVER DURING THE DUE DILIGENCE PERIOD. THE PROVISIONS OF THIS SECTION 12(B) SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR CLOSING HEREUNDER.

(c) As partial consideration for the right of entry as an express covenant of this Agreement, with respect to BUYER and each of BUYER's contractors and vendors, if any (each, a "Contractor"), prior to such Contractor's entry upon the Premises, BUYER shall deliver to SELLER evidence in the form of an insurance certificate that such Contractor has in force insurance coverage described below issued by a company satisfactory to SELLER. BUYER shall provide SELLER with the proof of coverage with policy copy to follow, showing the premium as prepaid, and the normal expiration date for the term prior to its entry upon the Land. Said certificate shall provide that the policy shall not be cancelled or changed materially without ten (10) days advance written notice to SELLER. Contractor's insurance is not intended to, and shall not limit, impair or alter, in any way, the obligations and liability of BUYER pursuant to

this Agreement. BUYER's Contractor shall maintain insurance described herein in force during any time of Contractor's entry upon the Premises.

A) Automobile Liability Insurance covering all vehicles used in Contractor's operations, including owned, non-owned or hired vehicles, with limits not less than $500,000 for each person and each accident with respect to Bodily Injury, and not less than $500,000 for each accident with respect to Property Damage, or combined single limit coverage of not less than $1,000,000 for each accident with respect to Bodily Injury and Property Damage.

B) Workers Compensation Insurance in statutory amount and Employers' Liability Insurance with a limit of not less than $100,000 for each occurrence.

C) Commercial General Liability insurance with limits not less than $1,000,000 for each occurrence with respect to Bodily Injury and $1,000,000 for each occurrence with respect to Property Damage, or a combined single limit coverage of $1,000,000 for each occurrence with respect to Bodily Injury and Property Damage.

D) Said policy shall include and cover premises and operations, completed operations, contractual liability, and personal injury liability.

E) Said policy shall be primary and non-contributory and shall be on an occurrence basis and shall name "**Rayonier Inc., its subsidiaries and subsidiaries thereof"** as additional insured.

(d) In the event that the Land is not acquired by BUYER, BUYER agrees to restore the Land to its pre-assessment and/or pre-investigation condition normal wear and tear excepted. BUYER agrees that where it is unable to restore said Land to SELLER's satisfaction, it will compensate SELLER for any such damage that may be done to timber or the Land as a result of BUYER's activities or those of its agents, representatives, contractors, or others on the Land on behalf of BUYER. The provisions of this Section 12(d) shall survive any termination of this Agreement.

(e) SELLER advises BUYER that the Land or portions of the Land may be situated in remote locations, without paved access roads. The presence of such roads or their condition is not guaranteed in any way by SELLER. BUYER acknowledges that there are certain inherent risks associated with conducting its intended activities on the Land due to the primitive/unimproved nature of the Land. SELLER further advises BUYER that others may have been given permission to enter the Land including, but not limited to, hunting club members who may be upon the Land armed with guns to hunt, timber vendees who may be upon the Land to harvest timber with men and machinery, the operation of which may be dangerous, and other licensees of SELLER, as well as third parties on the Land conducting mineral related activities. BUYER ACKNOWLEDGES THESE FACTS AND, SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS AFFILIATED OR RELATED

COMPANIES FROM ANY AND ALL LIABILITY, CLAIM OR DEMAND WHICH BUYER, OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS MAY HAVE OR CLAIM TO HAVE NOW OR HEREAFTER AGAINST SELLER OR ITS AFFILIATED OR RELATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS AND MANAGERS AS A RESULT OF THE EXERCISE OF THIS GRANT UNDER THIS SECTION 12. THE PROVISIONS OF THIS SECTION 12(E) SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

(f) BUYER may request and SELLER, at its sole and complete discretion, may provide to BUYER certain documents in the course of this Agreement. In the event that SELLER agrees to furnish to BUYER any documents, such documents will be made available by SELLER to BUYER without representation or warranty as to the accuracy or any other aspect contained in such documents, including but not limited to any information provided by any third party, and as an accommodation only. BUYER HEREBY ACKNOWLEDGES, COVENANTS AND AGREES THAT THE ABOVE DOCUMENTS ARE PROVIDED TO BUYER WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, AND BUYER IS WITHOUT ANY RECOURSE AGAINST SELLER OR ITS AFFILIATED OR RELATED COMPANIES OR THEIR EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, REPRESENTATIVES OR AGENTS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR STATEMENTS CONTAINED THEREIN. BUYER FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY UPON ANY SUCH DOCUMENTS AND WILL MAKE ITS OWN INDEPENDENT INVESTIGATION OR INQUIRY AS TO THE ACCURACY OF THE INFORMATION OR STATEMENTS CONTAINED IN THE DOCUMENTS. BUYER HEREBY ABSOLUTELY, UNCONDITIONALLY, EXPRESSLY AND KNOWINGLY WAIVES ANY AND ALL CLAIMS, RIGHTS AND CAUSES OF ACTION BUYER MAY HAVE AGAINST SELLER OR ITS AFFILIATED OR RELATED COMPANIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, REPRESENTATIVES OR AGENTS AND HEREBY RELEASES SELLER, ITS AFFILIATED OR RELATED COMPANIES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL LIABILITY RELATING TO, OR ARISING IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE PROVISION OF ANY DOCUMENTS AND THE INFORMATION OR STATEMENTS CONTAINED THEREIN. FURTHER, BUYER UNCONDITIONALLY AND ABSOLUTELY COVENANTS NOT TO BRING ANY ACTION AGAINST SELLER, ITS RELATED OR AFFILIATED COMPANIES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, REPRESENTATIVES OR AGENTS FOR ANY CLAIM WHATSOEVER RELATING TO OR INVOLVING THE DOCUMENTS OR THE INFORMATION THEREIN. THE PROVISIONS OF THIS SECTION 12(F) SHALL SURVIVE ANY CLOSING OR TERMINATION OF THIS AGREEMENT. BUYER SHALL NOT PUBLISH, DISCLOSE, TRANSFER, RELEASE OR DIVULGE, EITHER DIRECTLY OR INDIRECTLY, ANY SUCH DOCUMENTS OR THE INFORMATION CONTAINED THEREIN TO ANY THIRD PARTY OR USE ANY SUCH INFORMATION FOR ANY PURPOSE OTHER THAN THE POTENTIAL PURCHASE OF THE LAND HEREUNDER, WITHOUT THE PRIOR WRITTEN PERMISSION OF SELLER, PROVIDED, HOWEVER, BUYER MAY DISCLOSE SUCH INFORMATION TO BUYER'S ATTORNEYS,

CONSULTANTS, FINANCIAL ADVISERS, FINANCIAL SOURCES, AGENTS AND APPLICABLE GOVERNMENTAL AUTHORITIES AND AS REQUIRED TO DO SO PURSUANT TO APPLICABLE PUBLIC RECORDS LAWS. THE DOCUMENTS ARE TO BE RETURNED IN THEIR ENTIRETY, INCLUDING ANY COPIES, TO SELLER UPON ANY TERMINATION OF THIS AGREEMENT. IN THE EVENT OF BREACH BY BUYER OF THE CONFIDENTIALITY PROVISION HEREIN, SELLER SHALL BE ENTITLED TO ANY AND ALL REMEDIES AVAILABLE TO IT IN LAW OR EQUITY. THE TERMS OF THIS CONFIDENTIALITY REQUIREMENT SHALL TERMINATE UPON THE CLOSING OF THIS TRANSACTION.

13. **REPRESENTATIONS AND WARRANTIES OF SELLER**. SELLER hereby represents and warrants to BUYER that:

(a) It is duly organized, validly existing and in good standing under the laws of the state of its organization, and is qualified to do business and in good standing under the laws of the State of Florida;

(b) It has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement;

(c) The persons who have or will have executed and/or delivered this Agreement, the Deed, any assignments and any and all other instruments, affidavits, certified resolutions and any other documents shall have been duly authorized to do so;

(d) Except as disclosed herein, it is not a party to any actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting any portion of the Land or relating to or arising out of the ownership of the Land, in any court or before or by any federal, state, or local agency or other governmental instrumentality; to SELLER's actual knowledge, there are no such actions, suits or proceedings pending;

(e) The Property is not subject to any options to purchase entered into by SELLER or, to SELLER's actual knowledge, entered into by any of SELLER's predecessors in title, except as shown in the public records;

(f) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by SELLER of any provisions of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against SELLER; and

(g) It has not engaged any broker or agent in connection with the sale of the Land.

14. **REPRESENTATIONS AND WARRANTIES OF BUYER.** BUYER hereby represents and warrants to SELLER that:

(i) it has the authority and power to enter into and carry out the terms of this Agreement; and

(ii) the persons who have or will have executed and/or delivered this Agreement, and any and all other instruments, affidavits, certified resolutions and other documents required or permitted hereunder shall have been duly authorized and empowered to do so.

(iii) The execution and delivery of this Agreement and the transactions contemplated herein have been duly authorized;

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by BUYER of:

(a) its articles of incorporation or other formation documents, bylaws, charter, operating agreement or other organizational documents; or

(b) any provision of any agreement or other instrument to which it is a party or to which it may be subject although not a party; or

(c) any judgment, order, writ, injunction or decree issued against BUYER.

(v) It has not engaged any broker or agent in connection with the purchase of the Land except as herein disclosed: None. This provision shall survive Closing or earlier termination of this Agreement for any reason.

(vi) BUYER is not a foreign person, foreign corporation, foreign partnership, or foreign trust as defined in the Internal Revenue Code, and is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Persons," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control and BUYER is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

(vii) It approached SELLER regarding purchase of the Land and was not solicited for such purchase by SELLER or its affiliated or related companies, or their employees, agents or representatives.

15. **CONDITIONS TO SELLER'S OBLIGATIONS.** The obligations of SELLER hereunder are subject to satisfaction of the following conditions as of the Closing Date:

(a) The representations and warranties of BUYER contained herein shall be true and correct in all material respects;

(b) BUYER shall not be in material default of any of its obligations under this Agreement; ~~and~~

~~(c~~(c) SELLER shall have received a DRI Confirmation Letter from the City of Palm Coast, Florida, acceptable to SELLER in its sole discretion that states that the uses enumerated on Exhibit E to the Deed do not constitute "commencement of construction/physical development" nor trigger any development condition or mitigation under the terms of the Development Order for the Old Brick Township Development of Regional Impact; and

(d) SELLER shall have received all documentation referred to in Section 9 in form and substance satisfactory to SELLER.

16. **CONDITIONS TO BUYER'S OBLIGATIONS**. The obligations of BUYER hereunder are subject to satisfaction of the following conditions as of the Closing Date:

(a) The representations and warranties of SELLER contained herein shall be true and correct in all material respects;

(b) SELLER shall not be in default of any of its obligations under this Agreement;

(c) BUYER shall have received all documentation referred to in Section 9 in form and substance satisfactory to BUYER; and

(d) BUYER receives the Legislative appropriation intended for this transaction.

17. **RESERVATIONS AND RESTRICTIONS.** SELLER has entered into one or more hunting License Agreements and other third party rights for beekeeping and myrtle stick with regards to the Land (collectively, the "License Agreements"). SELLER has given the current licensees under said License Agreements notice of cancellation as to the Property, and under the terms of said License Agreements, the rights of the licensees shall be terminated effective at or prior to Closing. SELLER will cause such licensees to vacate the Property prior to Closing and if the licensees have not vacated the Property prior to Closing, the costs associated with forcing the licensees to vacate the Property will be at SELLER's expense.

Due to the proprietary nature of said License Agreements, SELLER will not provide BUYER with a copy of said License Agreements; however, insurance will be maintained on the Land by SELLER until each licensee pursuant to a License Agreement is off the Land in accordance with this Agreement which will occur prior to Closing. BUYER, or any of its agents or representatives who come upon the Land under Section 12(b) or any other provision of this Agreement, are hereby put on notice of said License Agreements and the rights of the hunt club(s) which include hunting with guns. BUYER, its agents or representatives shall use due care and caution at all times while upon the Land with regards to the License Agreements and the rights associated therewith which may present danger to BUYER, its agents and representatives while on the Land.

18. **ENVIRONMENTAL ACCOUNTABILITY**.

(a) This transaction is a commercial transaction by which a tract of land previously used as commercial forest land has been valued by and through negotiations, and is sold and purchased by and between unrelated parties in an arms-length transaction. SELLER represents that the Land has been used as commercial forest lands since the date it acquired the Land and to SELLER's best information and belief, the Land was likewise used as commercial forest lands by its predecessor in title. The records of SELLER do not reflect use at the Land of any Hazardous Materials, other than gasoline, diesel fuel, oil and grease, solvents and/or detergents as might be used ancillary to the operation of motor vehicles and forestry equipment, and small amounts of other miscellaneous materials used in connection with commercial forest land use.

(b) SELLER has no actual knowledge of any claim or notice of violation of any federal, state or local law, regulation or ordinance governing the use, handling, storage or disposition at or upon the Land of any Hazardous Materials.

(c) BUYER has the opportunity to examine the Land from the Effective Date until Closing. It is BUYER's responsibility to have the site investigation completed prior to the end of the Due Diligence Period, and Closing shall not be deferred by reason of the site investigation being delayed or incomplete. If the site investigation is delayed or incomplete, or BUYER fails to provide SELLER timely notice as set forth below, BUYER shall be deemed to have elected to proceed to Closing as if it had waived the site investigation. If BUYER's site investigation reveals the presence of Hazardous Materials which would require remediation under the United States Environmental Protection Agency ("USEPA"), or Florida Department of Environmental Protection laws, rules or regulations, BUYER shall provide immediate notice thereof to SELLER, no later than the expiration of the Due Diligence Period, and SELLER shall have sole and exclusive responsibility to provide any notification to any federal, state or local governmental agency, if notification is required by Environmental Laws. As BUYER's sole and exclusive remedy for the presence of Hazardous Materials on the Land, and upon tender and assignment of BUYER's site investigation report, including an assignment of the contract by which the report was undertaken, and all engineering, testing and supporting data, and execution of a full and complete release of SELLER and its affiliated or related companies for any claims arising under or associated with this Agreement or the purchase of the Land, BUYER shall have the right to unilaterally cancel this Agreement. At the same time, BUYER shall abandon any legal or equitable rights in the Land to SELLER and return to SELLER any title evidence, surveys or other similar documents received from SELLER and BUYER's copy of this Agreement, and comply with the provisions of Section 6(e) hereunder, whereupon all rights and liabilities of the parties hereunder or in any way associated with the potential purchase of the Land shall cease, except for the provisions which expressly survive termination of this Agreement. If on the other hand, BUYER: (i) does not undertake a site investigation; or (ii) a site investigation is undertaken and the report reveals no Hazardous Materials above applicable federal or state cleanup standards; or (iii) BUYER chooses not to terminate this Agreement in accordance with the above provisions, then this Agreement shall proceed to Closing. At such Closing, the Land shall be conveyed from SELLER to BUYER, and as between BUYER and SELLER, for themselves, and their respective successors and assigns, the conveyance by deed shall effectuate the parties' intent that all liability and responsibility under the Environmental Laws shall be transferred to BUYER (including specifically, but without limitation, liabilities under the Comprehensive Environmental Response Compensation and Liability Act, as

amended, (42 USC 9601 et seq.) ("CERCLA") and corresponding state statutory authorities), for which SELLER and its affiliated or related companies and their respective officers, directors and shareholders, managers and members, shall thereafter be held harmless and blameless by BUYER, its successors and assigns, in any proceeding or with respect to any claim.

(d) FOLLOWING CLOSING, BUYER HEREBY AGREES, SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, TO INDEMNIFY, DEFEND AND HOLD SELLER, ITS AFFILIATED OR RELATED COMPANIES AND THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, ASSIGNS AND SUCCESSORS HARMLESS FROM ANY CLAIMS, DEMANDS OR CAUSES OF ACTION BROUGHT PURSUANT TO THE ENVIRONMENTAL LAWS BY ANY THIRD PARTY INCLUDING GOVERNMENTAL ENTITIES AND AGENCIES (INCLUDING WITHOUT LIMITATION THIRD PARTY CLAIMS FOR PERSONAL INJURY OR REAL OR PERSONAL PROPERTY DAMAGE), JUDGMENTS, DAMAGES (INCLUDING NATURAL RESOURCE DAMAGES AS DEFINED BY CERCLA AND CORRESPONDING STATE STATUTORY AUTHORITIES), PUNITIVE DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES (INCLUDING SUMS PAID IN SETTLEMENT OF CLAIMS), INTEREST OR LOSSES INCLUDING ATTORNEYS' FEES (INCLUDING ANY FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CONSULTANT FEES AND EXPERT FEES THAT ARISE DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH THE OPERATION OF THE LAND OR THE CONDITION OF THE LAND, INCLUDING BUT NOT LIMITED TO THE PRESENCE, SUSPECTED PRESENCE, RELEASE OR SUSPECTED RELEASE OF ANY HAZARDOUS MATERIALS OF ANY KIND, PAST, PRESENT OR FUTURE, WHETHER INTO THE ENVIRONMENT, PAVEMENT, STRUCTURES, TANKS, CONTAINERS, OR OTHER PERSONALTY AT OR ON THE LAND OR ANY OTHER REAL PROPERTY IN WHICH BUYER HAS OR MAY ACQUIRE ANY INTEREST.

(e) "Environmental Laws" for purposes of this Agreement shall have the following meaning:

> All federal, state and local laws, statutes, regulations, ordinances, applicable agency guidance, administrative and judicial determinations relating to the protection of the environment, safety and health, or to any Hazardous Materials, including, without limitation, CERCLA, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the Closing Date or subsequent thereto; and

(f) "Hazardous Materials" for purposes of this Agreement shall have the following meaning:

> All hazardous, toxic, explosive, radioactive or harmful materials, wastes, pollutants, contaminants or substances of any kind or nature that are regulated pursuant to any Environmental Laws.

19. **BROKER'S FEES**. SELLER and BUYER each agrees to indemnify, defend and hold harmless the other, **subject to the limitations of Section 768.28, Forida Statutes,** against any claims, losses, damages, suits, or proceedings, including costs and attorneys' fees (whether or not suit be brought and whether at trial or appeal) on account of any broker's fee or commission owing or alleged to be owing due to the acts or omissions of such party in connection with the purchase and sale of the Land.

20. **NOTICES**. Any notice or demand which must or may be given under this Agreement or by law shall be in writing or by electronic mail and shall be deemed to have been given when delivered either by a verified electronic mail), personal delivery, by means of a nationally recognized overnight courier delivery service (such as Federal Express) or by certified mail, return receipt requested, full postage prepaid, addressed to the respective parties at the addresses stated herein. The foregoing addresses may be changed by electronic mail, personal delivery or the giving of a written notice as provided in this Section. Notices required or permitted by this Agreement shall be given as follows:

If to BUYER:	Flagler County, Florida Attn: County Administrator 1769 East Moody Boulevard, Building 2 Bunnell, Florida 32110 Tel: 386.313.4001 Email: amengel@flaglercounty.gov
With a copy to:	Flagler County, Florida Attn: County Attorney 1769 East Moody Boulevard, Building 2, 3rd Floor Bunnell, Florida 32110 Tel: 386.313.4005 Email: smoylan@flaglercounty.gov
If to SELLER:	Raydient LLC dba Raydient Places + Properties LLC 1 Rayonier Way Wildlight, Florida 32097 Attn: Mike Hahaj Tel: (904) 646-7696 Email: mike.hahaj@raydient.com
With a copy to:	Raydient Palm Coast LLC Attn: John R. Campbell, Esq. 1 Rayonier Way Wildlight, Florida 32097

Tel: (904) 323-4238
Email: john.campbell@rayonier.com

If to Title Company:

American Government Services Corporation
3812 W. Linebaugh Avenue
Tampa, Florida 33618
Attn: Wendi McAleese
Tel: (813) 933-3322
Email: wmcaleese@agres.com

21. **DISCLAIMER**. **IT IS UNDERSTOOD AND AGREED THAT NEITHER SELLER, NOR ITS AGENTS OR BROKERS HAVE MADE ANY GUARANTIES, WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN), THE NUMBER OF ACRES OR VOLUME, QUALITY, CONDITION, AGE CLASSES, SPECIES, OR VALUE OF TIMBER IN AND ON THE PROPERTY, CURRENT OR FUTURE ZONING CLASSIFICATION, TAX CONSEQUENCES, PRESENT OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, WATER, SEWER OR ELECTRICAL, GAS OR OTHER UTILITY SERVICES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKET SPECIFICATIONS, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, AND (iv) THE LOCATION OF LAND OR ANY PORTION THEREOF WITHIN ANY FLOOD PLAIN, EVACUATION ZONE, FLOOD-PRONE AREA, OR WATERSHED. BUYER AGREES THAT WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER, EXCEPT REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY STATED IN THIS AGREEMENT PURSUANT TO WHICH THIS CONVEYANCE IS MADE WHICH IN NO WAY RUN WITH OR BIND THE PROPERTY AND ARE NOT TRANSFERABLE OR ASSIGNABLE BY BUYER.**

BUYER REPRESENTS THAT BUYER IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT BUYER IS RELYING SOLELY ON BUYER'S OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER HAS CONDUCTED

OR WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND BUYER SHALL RELY UPON THE SAME, AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS.

BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND CONVEYING TO BUYER AND BUYER IS ACCEPTING THE PROPERTY "AS IS, WHERE IS," "WITH ALL FAULTS."

THE PARTIES HAVE SPECIFICALLY NEGOTIATED THE PURCHASE PRICE FOR THIS TRANSACTION TO TAKE INTO ACCOUNT, AND HAVE MADE APPROPRIATE ADJUSTMENT FOR, THE SALE AND PURCHASE OF THE PROPERTY BEING MADE AND ACCEPTED SUBJECT TO THE DISCLAIMERS, WAIVERS AND LIMITATIONS OF THIS SECTION.

BUYER EXPRESSLY ACKNOWLEDGES THAT THE ONLY REPRESENTATIONS THAT HAVE BEEN MADE ARE THOSE SET FORTH IN EITHER THIS AGREEMENT OR THE DEED AND INSTRUMENTS TO BE DELIVERED AT CLOSING, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN OR IN THE DEED AND INSTRUMENTS TO BE DELIVERED AT CLOSING.

THIS SECTION 21 SHALL SPECIFICALLY SURVIVE CLOSING AND ANY TERMINATION OF THIS AGREEMENT.

22. **EXHIBITS AND INCORPORATED PROVISIONS**. This Agreement includes and incorporates the following additional documents, which are incorporated herein by this reference:

Exhibit "A" Property Depiction
Exhibit "B" Form of Special Warranty Deed
Exhibit "C" Other Contracts Affecting the Property
Exhibit "D" Assumption Agreement
Exhibit "E" Form of Owner's Affidavit
Exhibit "F" Access Easement Agreement
Exhibit "G" Assignment and Assumption of Permit

23. **EFFECTIVE DATE**. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date upon which both BUYER and SELLER execute this Agreement.

24. **SURVIVING PROVISIONS**. The provisions of Sections 2, 6(e), 12, 13, 14, 17, 18, 19, 21, 24, 25, 27, 29 and any obligations of the parties not actually carried out by the time of

Closing and noted on the closing statement or other agreement executed by the parties at Closing, shall survive termination of this Agreement or the Closing and shall not be merged into the Deed. All other provisions of this Agreement shall be merged into the delivery of the Deed and shall not survive Closing.

25. **MISCELLANEOUS.**

(a) GOVERNING LAW. This Agreement, and any ancillary agreements, shall be governed by and enforced in accordance with the laws of the State of Florida.

(b) ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between SELLER and BUYER with respect to the purchase and sale of the Land, including all prior communications, whether in person, in writing, or via SELLER's website or otherwise, and the terms of this Agreement may be amended only in writing and signed by both SELLER and BUYER.

(c) COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(d) NO ASSIGNMENT. The rights of BUYER hereunder may not be assigned by BUYER without the express written consent of SELLER, which consent may be withheld in SELLER's sole and absolute discretion, and any attempt to assign by BUYER shall be void.

(e) BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of SELLER and BUYER, when executed by both SELLER and BUYER. The term "BUYER" shall include any permitted assignee of BUYER.

(f) TIME OF ESSENCE. Time shall be of the essence in this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

(g) WAIVER. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms and provisions of this Agreement.

(h) SOVEREIGN IMMUNITY. Nothing in this Agreement shall be construed as a waiver of the BUYER's right to sovereign immunity under the Florida Constitution and Section 768.28, Florida Statutes, or other limitations imposed on BUYER's potential liability under state or federal law. The provisions of Section 768.28, Florida Statutes, are hereby fully incorporated herein by this reference as if fully set forth herein.

26. **EXCHANGE**. The parties hereby acknowledge and agree that SELLER may elect to consummate the purchase and sale of the Land as part of a like kind exchange (the "Exchange"), pursuant to §1031 of the Internal Revenue Code of 1986, as amended (the "Code"), provided that (i) the Closing shall not be delayed or affected by reason of any Exchange nor shall the consummation or accomplishment of any Exchange be a condition precedent or condition subsequent to SELLER's obligations under this Agreement; (ii) the party consummating the Exchange ("Exchanging Party") shall not be released from any of its obligations under this Agreement; and (iii) the Exchanging Party shall pay any additional costs that would not otherwise have been incurred had the Exchanging Party not consummated the sale or purchase of the Land through the Exchange.

27. **PATRIOT ACT COMPLIANCE**. None of the funds to be used for payment by BUYER of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act"). BUYER is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designed and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

28. **PANDEMIC CONTINGENCY**. If SELLER or BUYER shall be prevented or delayed from performing any obligation or satisfying any condition when or as required under this Agreement by any pandemic or epidemic disease (including without limitation COVID-19 a/k/a coronavirus), including any governmental restriction, regulation, control, mandated closures, or limitations of businesses, then the time to perform such obligation or to satisfy such condition shall be extended for a period equal to the duration of the delay caused by such event or such additional period as reasonably agreed to by the parties; provided, however, that BUYER's inability to pay any amount owed hereunder, including, but not limited to, the Purchase Price, shall not be cause for any delay otherwise excused by this Section, except where such inability is caused by closure of BUYER's bank, inaccessibility of the Fedwire Funds Service, or unavailability of escrow services for Closing due to such pandemic or epidemic event. Notwithstanding the foregoing, in no event shall Closing extend beyond sixty (60) days after the Closing Date.

29. **ACCEPTANCE**. Should this Agreement not be accepted, signed and returned to SELLER on or before 5:00 p.m. Eastern time on the _____ day of _____, 2025, this Agreement shall be deemed null and void.

30. **DRI NOTICE**. THE PROPERTY DESCRIBED HEREIN IS PART OF THE OLD BRICK TOWNSHIP DEVELOPMENT OF REGIONAL IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC

RECORDS OF FLAGLER COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF WILSON GREEN, LLC. THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICES OF THE CITY OF PALM COAST COMMUNITY DEVELOPMENT DEPARTMENT, PALM COAST, FLAGLER COUNTY, FLORIDA OR AT THE DEPARTMENT OF COMMUNITY AFFAIRS, STATE OF FLORIDA, TALLAHASSEE, FLORIDA.

THIS DOCUMENT CONSTITUTES AND PRESENTS FOR BUYER'S REVIEW THE TERMS UNDER WHICH SELLER WILL CONSIDER AN OFFER FROM BUYER FOR THE PURCHASE OF REAL ESTATE, AND DOES NOT CONSTITUTE AN OFFER BY SELLER TO SELL THE LAND ON THE STATED TERMS, OR UPON ANY TERMS. THIS DOCUMENT WILL BE TREATED AS AN AGREEMENT OF PURCHASE AND SALE ONLY WHEN SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be effective as of the Effective Date.

SELLER:

RAYDIENT PALM COAST LLC, a Delaware limited liability company

By: _____
Print: John R. Campbell
Its: Vice President
Date: _____

[Signature Page Follows]

BUYER:

FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
Andrew S. Dance
Its: Chair

Date: _____

Exhibit "A"
Property Depiction

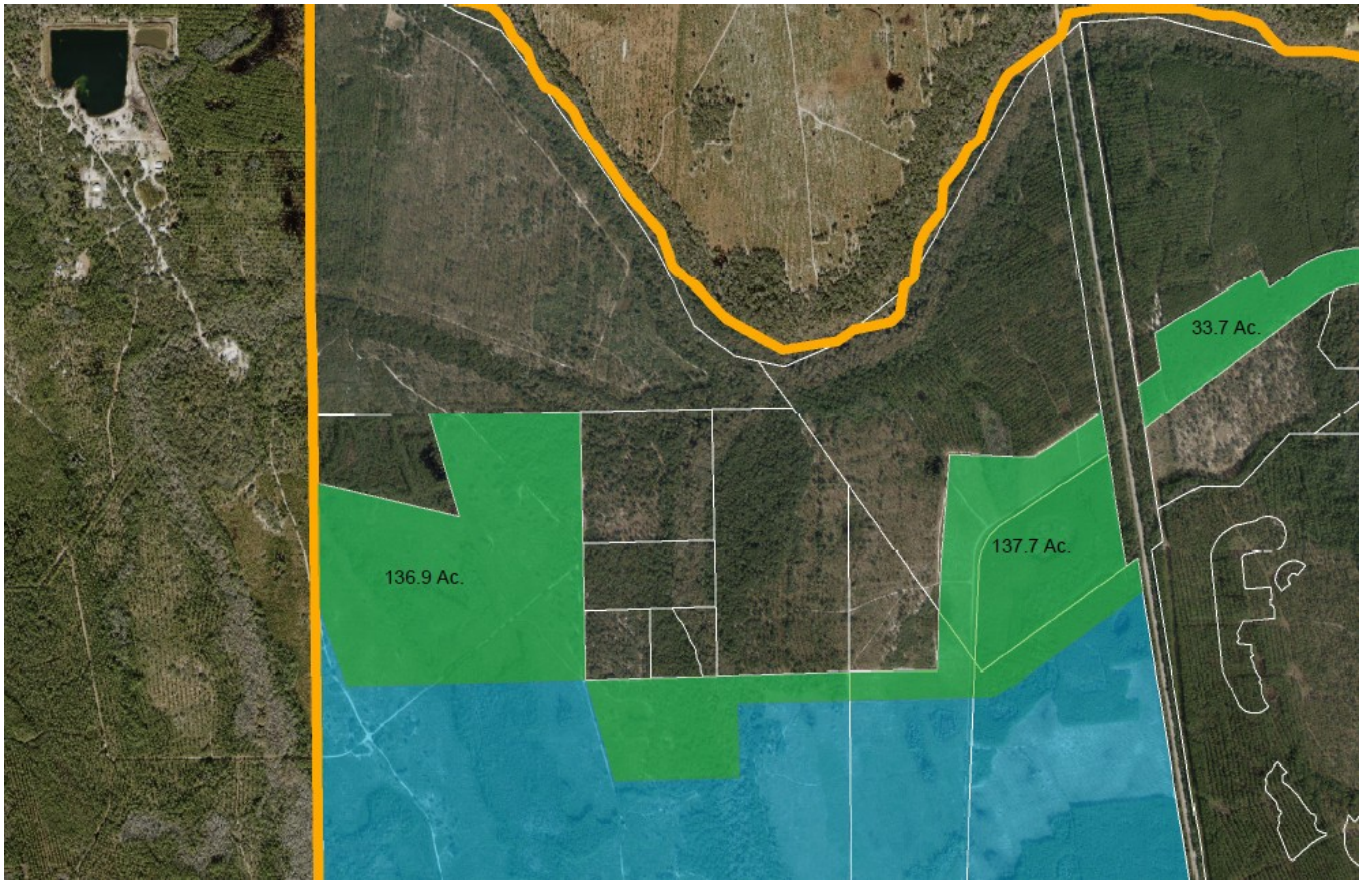


Exhibit "B"
Form of Special Warranty Deed

EXHIBIT "B"

PREPARED BY AND RETURN TO:
RICHARD W. HAWTHORNE, ESQ.
DRIVER, MCAFEE, HAWTHORNE & DIEBENOW, PLLC
ONE INDEPENDENT DRIVE, SUITE 1200
JACKSONVILLE, FL 32202

Tax Parcels:
47-10-30-0000-01010-0013
47-10-30-0000-01010-0031
47-10-30-0000-01010-0000
17-10-30-0000-01010-0011
17-10-30-0000-01010-0000
18-10-30-0000-01020-0020

SPECIAL WARRANTY DEED
(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this ___ day of _____, 2025, from RAYDIENT PALM COAST LLC, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), to FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in FLAGLER County, Florida as more particularly described at **Exhibit "A"**, attached hereto and by reference made a part hereof (the "Property").

GRANTOR HEREBY EXPRESSLY SAVES, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, as well as third parties to whom Grantor may make a partial assignment, a perpetual, non-exclusive eighty (80) foot wide easement centered on the centerline of the woods road located on the Property as shown on **Exhibit "B"** attached hereto and by reference made a part hereof; provided that where the centerline of the woods road is located closer to the boundary of the Property than forty (40) feet, the easement shall extend eighty (80) feet from the Property boundary. This easement will be for ingress, egress and regress over, upon and across the Property for pedestrian and vehicular access for Grantor, its contractors, assigns, licensees and invitees, for activities including, but not limited to, the operation or management of Grantor's or its affiliated or related companies' adjoining timberlands, including, but not limited to, harvesting

operations. Without limiting the foregoing, these easements shall also benefit any lands designated by Grantor, which designation may be made by Grantor by recording one or more amendments to this Deed setting forth the benefitted land and which amendments shall not require the consent or joinder of Grantee or any other parties (but Grantee agrees to join therein within 10 days of any request by Grantor). Neither Grantor nor Grantee shall be required to improve the easement to any higher standard than what is generally considered to be a dirt or shell woods road. Grantee shall maintain the road as a dirt or shell woods road but shall be prohibited from paving the road or applying any stabilizing material to the road other than shell or soil. Grantee may not relocate the easement unless an equivalent substitute easement is granted in its place. Either party may, at such party's expense, elect to improve the woods road to a paved road which may, if desired by the improving party, be improved to standards that would allow it to be accepted for dedication by a municipal governmental authority. If Grantor is the improving party, the parties will work in good faith to agree on the design of the road improvements together with related improvements including, without limitation, drainage and utilities and upon completion of such improvements to dedicate them to the appropriate governmental authority or utility.

THIS CONVEYANCE IS SUBJECT TO those matters referenced on **Exhibit "C"** attached hereto and by reference made a part hereof ("Permitted Exceptions").

TOGETHER WITH all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other~~..~~.

By acceptance and execution of this Deed, Grantee agrees to the following terms and provisions:

1. APPROVALS AND PERMITS.

1.1. Approvals and Permits. Grantee acknowledges that the development and use of the portion of the Property legally described on **Exhibit "D"** attached hereto and by reference made a part hereof (the "DRI Property") is subject to the Old Brick Township ("OBT") Development of Regional Impact ("DRI") adopted and approved as the Old Brick Township DRI Development Order by the City of Palm Coast City Council ("City Council") in Resolution 2010-114 and recorded in Official Records Book 1784, Page 1647, of the public records of Flagler County, Florida, and subsequently amended and approved by the City Council in Resolution 2011-56 (the "OBT DRI"); those certain agreements related to the Old Brick DRI including the Master Utility Agreement as recorded in Official Records Book 1784, Page 1253 of the public records of Flagler County, Florida, the City of Palm Coast Public School Concurrency Proportionate Share Mitigation Development Agreement as recorded in Official Records Book 1784, Page 1714 of the

public records of Flagler County, Florida and that unrecorded Old Brick Township Development of Regional Impact FDOT Transportation Proportionate Share Mitigation Agreement dated September 17, 2010 and included as Exhibit H in the above referenced OBT DRI (collectively the "DRI Agreements"); and certain permits from the St. Johns River Water Management District, including, without limitation, ERP #118954-5 (collectively, the "Permits"). Grantee shall comply with the OBT DRI and the Permits and, to the extent permitted by applicable law, shall hold harmless and indemnify Grantor as a result of a violation by Grantee of the terms and conditions of the OBT DRI or the Permits.

2. USE RESTRICTIONS.

2.1 Use Restrictions. ~~No new development~~Other than the land management activities~~,~~ enumerated on **Exhibit "E"** attached hereto, no (1) "Development" (as defined in Section 380.04, Florida Statutes~~,~~), (2) "Construction", or ~~land disturbance of any kind,~~(3) "Construction Activities", shall be allowed within the Property. Notwithstanding the foregoing, on the portion of the Property described on **Exhibit "~~E~~F"** attached hereto [NTD: this will be ~~the~~ all of the property outside of the DRI] the following uses (collectively, the "Permitted Uses") shall be permitted:

(i)~~-~~ improvements that facilitate active and passive recreation such as parks, camping with ancillary recreational uses, nature trails, boardwalks, wildlife viewing areas, off-road biking, equestrian and water resource activities and improvements associated with outdoor education;

(ii) restoration, enhancement and creation activities, which includes the restoration, harvest and thinning of portions of forested areas;

(iii) activities associated with the preservation of identified archeological sites; and

(iv) land management activities undertaken for the primary purpose of promoting native vegetation and wildlife and wildfire prevention, such as forest harvesting and thinning, uneven-aged forest management, planting of native species, removal of invasive exotic species and prescribed burning.

Upon the expiration or abandonment of the DRI, the Permitted Uses shall be permitted on the DRI Property subject to applicable regulations.

As used in this Deed, "Construction" means any activity including erection, fabrication, installation, alteration, demolition, or removal of any structure, facility, or addition thereto, including all related activities, but not restricted to, clearing of land, earth moving, blasting, and landscaping, and "Construction Activities" means the creation, alteration or abandonment of any project, including placement of fill, land clearing, earthwork, or the placement or removal of structures. Cutting of trees or removal of vegetation is not considered land clearing, except where it involves stump removal, root raking, or grubbing.

2.2. Assurances and Cooperation.

(a) Due to the integrated nature of the DRI Property and the other lands under the terms of the OBT DRI, the DRI Agreements and the Permits, notwithstanding anything contained in Section 2.1, Grantee agrees that it will not construct any improvements upon the DRI Property nor take any action which would (i) constitute development under the terms of the OBT DRI, the DRI Agreements and/or the Permits, (ii) trigger any development condition or mitigation set forth in the OBT DRI, the DRI Agreements and/or Permits (e.g. building permit, plat), or (iii) result in a modification of the terms and provisions of the OBT DRI, the DRI Agreements and/or the Permits, without the prior written consent of Grantor.

(b) Grantee agrees to comply with all conditions and requirements under the OBT DRI, the DRI Agreements and the Permits and to cooperate with Grantor as to any applications, modifications to the OBT DRI, the DRI Agreements and/or the Permits or any other similar governmental approvals which do not negatively impact Grantee's ability to use the DRI Property for the uses consistent with Section 2.1 herein. Further Grantee agrees to cooperate with Grantor in any abandonment, recission or termination of the OBT DRI and the DRI Agreements provided same does not negatively impact Grantee's ability to use the DRI Property consistent with Section 2.1 herein, and Grantee agrees it will not seek to modify, amend, abandon, rescind or terminate the OBT DRI, the DRI Agreements and/or the Permits without obtaining prior written approval from Grantor which may be granted or withheld in Grantor's sole and absolute discretion. Grantee's obligations to cooperate as set forth above shall include, without limitation, executing and returning any consents, authorizations or similar documents to Grantor within ten (10) business days of any written request by Grantor.

(c) Grantor covenants that any unit of special purpose government (e.g. Community Development District) it establishes for any portion of the lands within the DRI will not include the DRI Property.

2.3. Development Rights. Notwithstanding anything in this Deed to the contrary or any other relevant documents, Grantor does not assign, transfer, convey or otherwise provide to Grantee any development rights or any other rights under the OBT DRI and/or the DRI Agreements for use on the DRI Property. Any and all development rights and all other rights under the OBT DRI and/or the DRI Agreements are specifically reserved and shall remain and belong to Grantor for use on Grantor's applicable property(ies).

2.4 Intentionally omitted.

2.5. Compliance with Laws. Grantee will comply, at its expense, with the terms of the OBT DRI, the Permits, and all environmental, land use and any other ordinances, statutes and regulations applicable to the Property or to the improvements constructed thereon, as well as to all governmental rules, regulations, statutes and ordinances applicable to Grantee in connection with its development and operations of the improvements.

2.6. No Implication. None of the restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied negative reciprocal easements or covenants upon any adjacent property.

2.7. Nuisance. Grantee shall not conduct any activities upon the Property which shall constitute a nuisance or permit the regular use of any apparatus for exterior sound production or transmission or any extraordinary exterior lighting such as flashing lights, search lights, or the like.

2.8. Maintenance. Any improvements on the Property shall be continuously maintained so as to preserve a well-kept appearance.

2.9. Environmental Accountability. Grantee hereby assumes all liability and responsibility under Environmental Laws as to the presence of any Hazardous Materials now or hereafter located on or in the Property, and Grantor and its affiliated or related companies shall hereafter be held harmless and blameless by Grantee and its successors and assigns, in any proceeding or with respect to any claim relating to the presence of Hazardous Materials on or in the Property. As used herein, "Environmental Laws" shall mean all federal, state and local laws, statutes, regulations, ordinances, applicable agency guidance, administrative and judicial determinations relating to the protection of the environment, safety and health, or to any Hazardous Materials, including, without limitation, Comprehensive Environmental Response Compensation and Liability Act, as amended (42 9601 et seq.), the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the date of this Deed or subsequent hereto. As used herein, "Hazardous Materials" shall mean all hazardous, toxic, explosive, radioactive or harmful materials, wastes, pollutants, contaminants or substances of any kind or nature that are regulated pursuant to any Environmental Law.

3. RIGHT ~~TO INJUNCTIVE RELIEF~~OF REVERTER.

3.1 If Grantee, or any successor in title to Grantee, prior to the earlier of (i) March 1, 2075, and (ii) expiration or abandonment of the DRI by Grantor, (a) makes application for a plat, building ~~permits~~permit or any other permit or approval that would allow it to violate the use restriction in Section 2.1 ~~with regard to the DRI Property~~ on any portion of the DRI Property, or (b) commences "Development" (as defined in Section 380.04, Florida Statutes), Construction or Construction Activities on any portion of the DRI Property (the "Trigger Event"), title to the DRI Property shall automatically revert to Grantor, and thereafter Grantor shall hold fee simple title to the DRI Property and may~~, in addition to any remedies~~ (at ~~law, seek injunctive relief in the Circuit Court of Flagler County to enjoin~~its discretion) restrict public access to the DRI Property. Upon the occurrence of the Trigger Event~~. In such case, the prevailing party will be entitled to attorney's fees and costs~~, Grantee agrees that Grantee shall, upon written request by Grantor, execute and deliver to Grantor a quitclaim deed conveying any and all right, title, and interest in and to the DRI Property to Grantor.

4. MISCELLANEOUS.

4.1. Successors and Assigns. The easements, covenants, restrictions and other terms contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

4.2. Modification. The terms and provisions contained herein may be modified by the then owner of any portion of the Property whose lands are affected by such amendment, the owner of the lands which are benefited by any provision of this Deed to be amended, and Grantor or its successors or assigns.

4.3. Notice. Any notice required to be given hereunder will be effective only if such notice has been sent by express 24 hour guaranteed courier or delivery service, or by U. S. first class certified mail, postage prepaid, addressed to the other party at the address set forth in the first paragraph of this Deed (-or to such other place as any party may by notice to the other specify). Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non acceptance.

4.4. Remedies for Default. Unless a specific period of time is herein stated, the terms hereof shall be binding upon Grantee and its successors and assigns as owners of the Property for a period of fifty (50) years from the date hereof. To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

4.5. Severability. Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

4.6. Attorneys' Fees. In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

4.7. Waivers and Releases. Grantor may, without the approval or joinder of Grantee or any other person or entity, waive or cancel in writing, any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers shall be effective against Grantor unless in writing. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of Grantee or any party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed.

4.8. Estoppel. Within ten (10) business days after written request, Grantor, or its successors and assigns, agrees to execute a commercially reasonable form of estoppel from time

to time as requested by Grantee stating that Grantee and Property comply with the use and density restrictions set forth in this Deed or specifically setting forth any matters of non-compliance.

4.9 Sovereign Immunity. Nothing in this Deed shall be construed as a waiver of the ~~BUYER's~~Grantee's right to sovereign immunity under Section 768.28, Florida Statutes or other limitations imposed on ~~BUYER's~~Grantee's potential liability under state or federal law. The provisions of Section 768.28, Florida Statutes, are hereby fully incorporated herein by this reference as if fully set forth herein.

5. Silvicultural. Grantee specifically acknowledges that Grantor may conduct silvicultural activities within adjacent and surrounding property Grantor owns or may own in the future and Grantee warrants to Grantor that it will not object to such silvicultural activities being conducted adjacent to or near the Property, provided such silvicultural activities are in compliance with Florida silvicultural best management practices and do not negatively impact Grantee's ability to use the Property for the uses set forth in Section 2.1 herein.. Nothing in this Section shall require Grantor to conduct such silvicultural activities or otherwise restrict use of its adjacent and surrounding property(ies).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

_____(Sign)
_____(Print)
1 Rayonier Way
Wildlight, FL 32097

_____(Sign)
_____(Print)
1 Rayonier Way
Wildlight, FL 32097

RAYDIENT PALM COAST LLC,
a Delaware limited liability company

By:_____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by _____, as _____ of RAYDIENT PALM COAST LLC, a Delaware limited liability company, on behalf of the company, and who is □ personally known to me or □ has produced _____ as identification.

_____
Notary Public, State of Florida
Name: _____
My Commission No.: _____
Commission Expires: _____

Signed, sealed and delivered

in the presence of:

GRANTEE:

FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
Andrew S. Dance, Chair of the Board of County Commissioners

_____
Witness #1 Signature

_____

_____
Witness #1 Address

_____
Witness #2 Signature

_____

_____
Witness #2 Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025 by Andrew S. Dance, as Chair of the Board of County Commissioners of Flagler County, Florida, a political subdivision of the State of Florida, who ☐ is personally known to me or ☐ has produced _____ as identification.

_____

Notary Public _____

(NOTARIAL SEAL)

Commission No. _____

My. Commission Expires _____

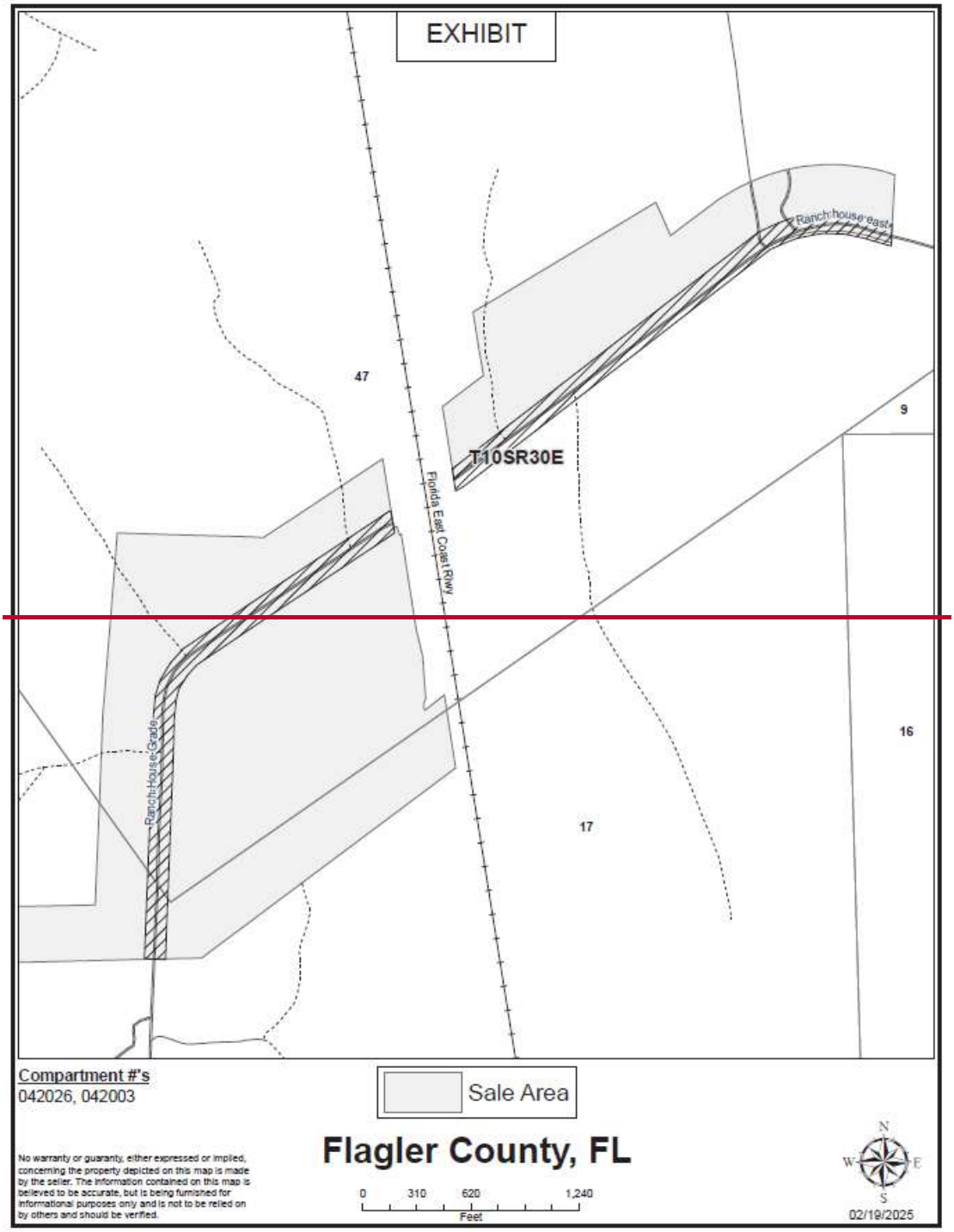
EXHIBIT "A"

Legal Description

EXHIBIT "B"

(1 of 2)

Woods Road Depiction



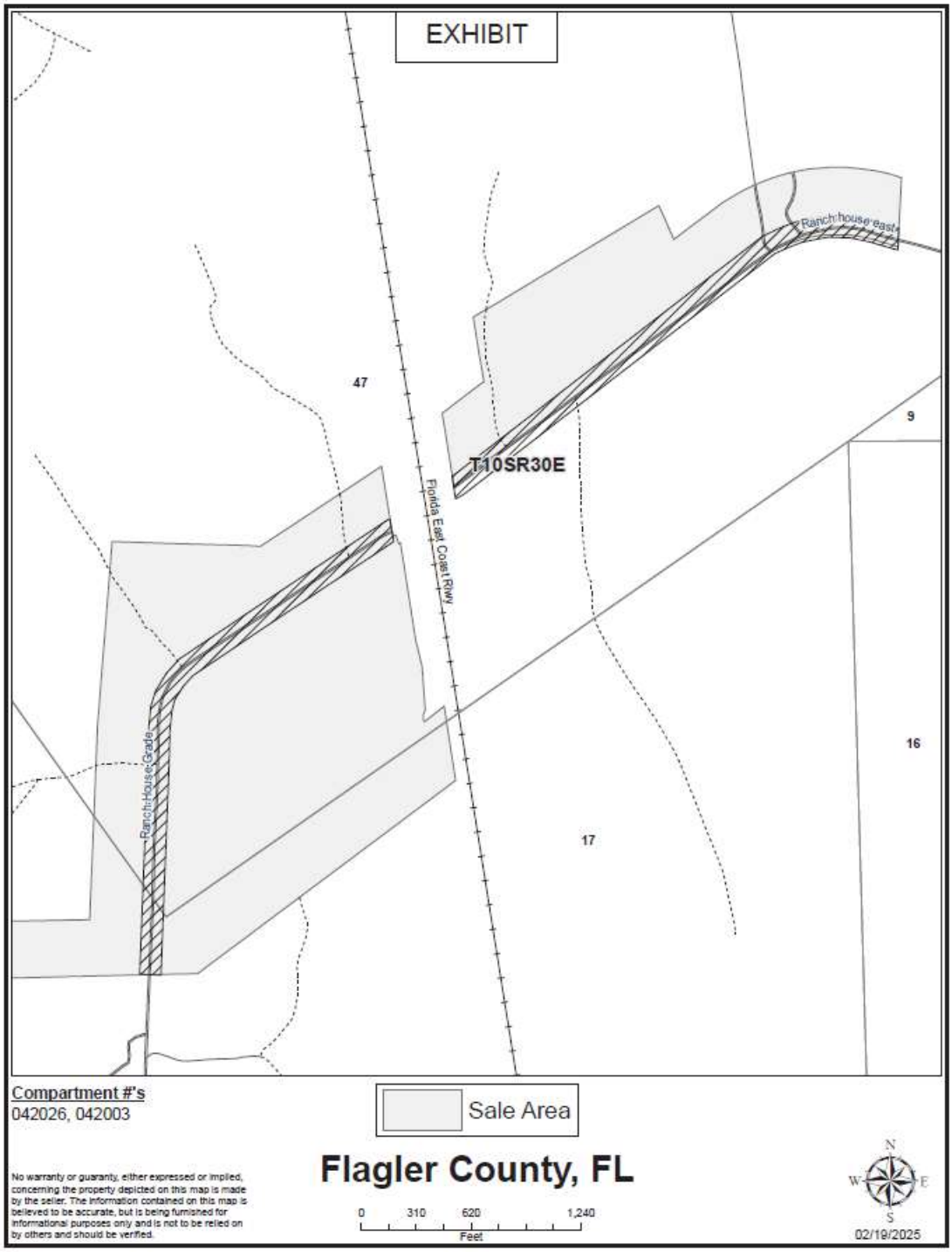
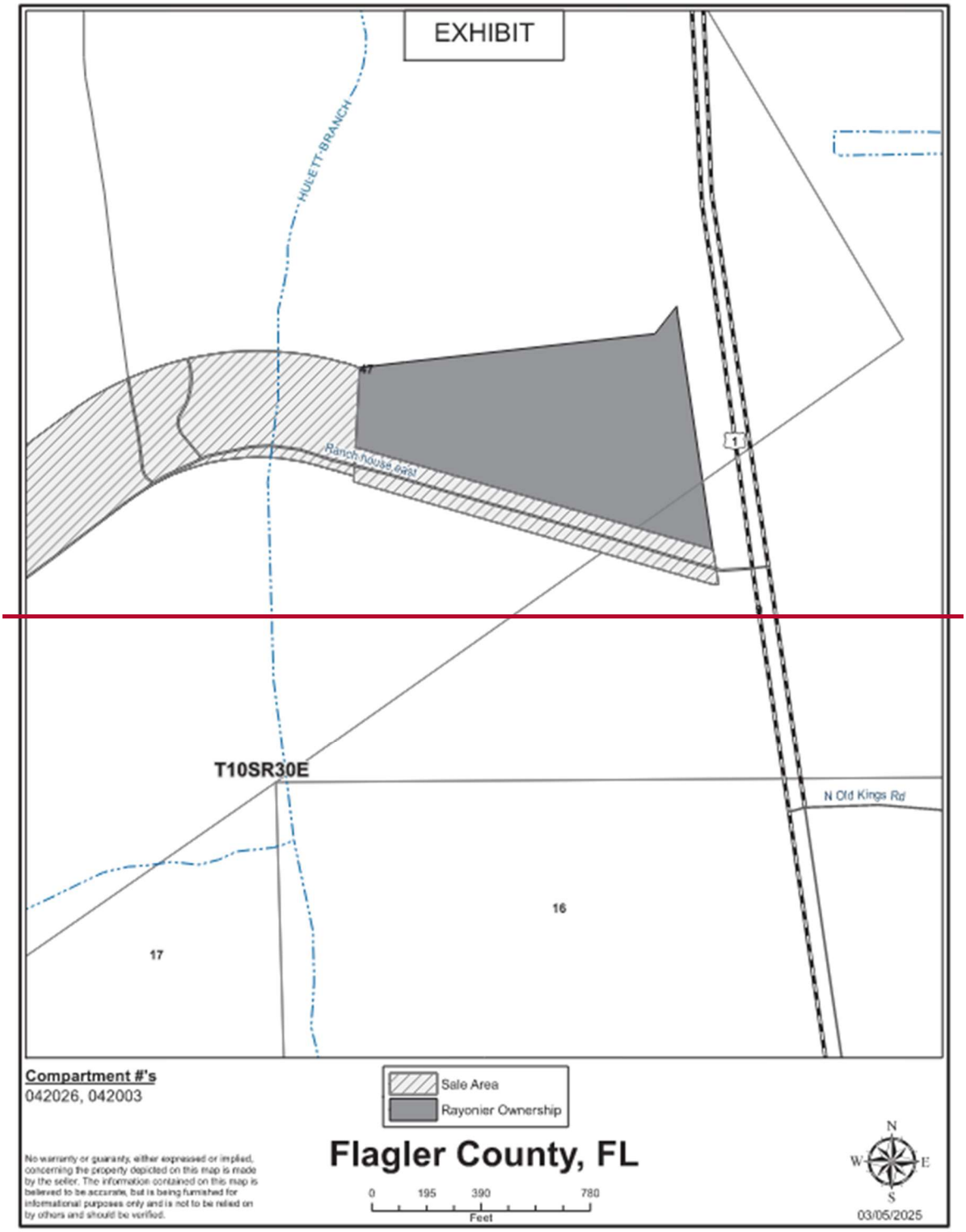

EXHIBIT
Ranch house east
47
9
T10SR30E
Florida East Coast Rlwy
Ranch House Grade
16
17
Compartment #'s
042026, 042003
Sale Area
Flagler County, FL
No warranty or guaranty, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate, but is being furnished for informational purposes only and is not to be relied on by others and should be verified.
0 310 620 1,240
Feet
N
W
E
S
02/19/2025

EXHIBIT "B"

(2 of 2)



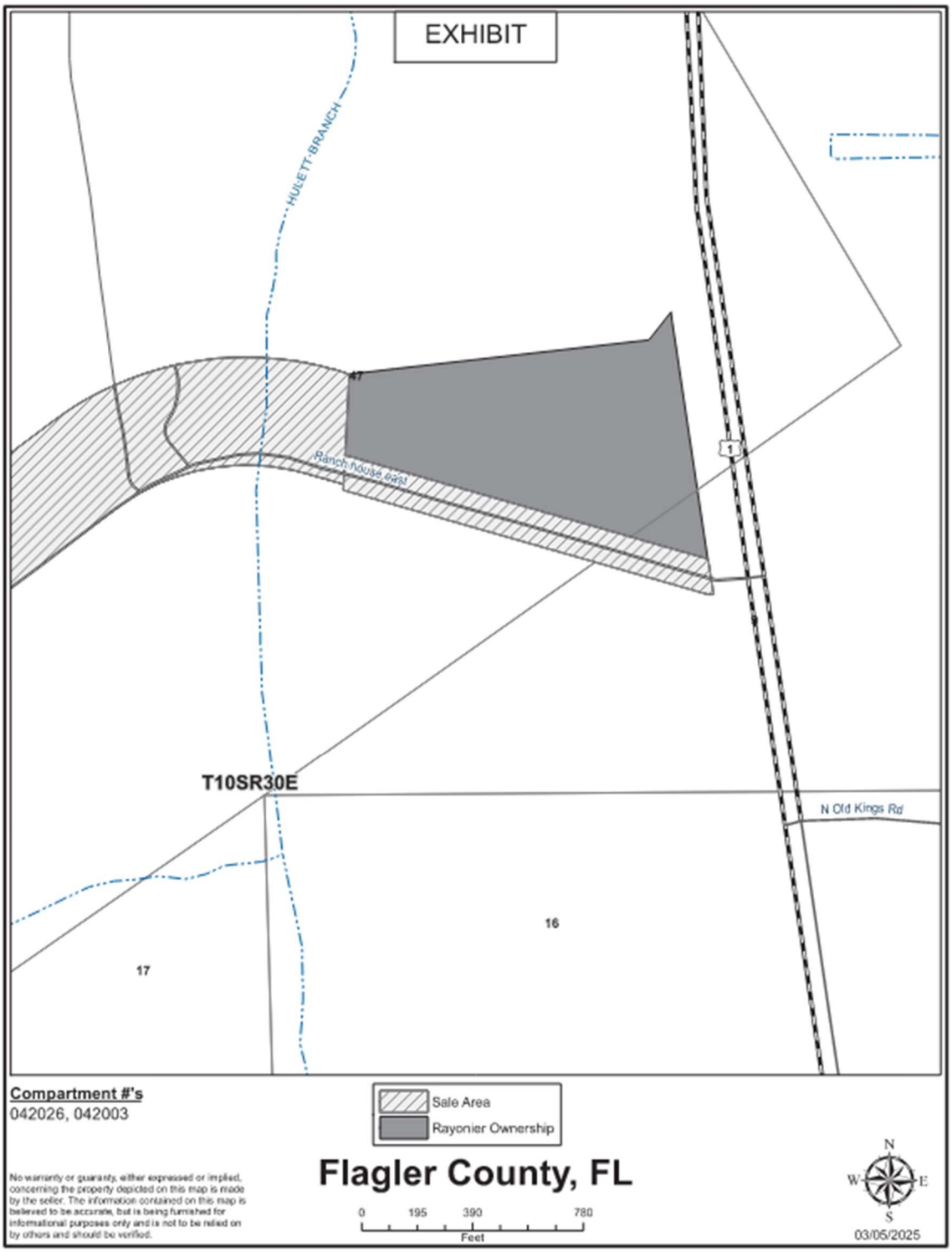

EXHIBIT
HULETT BRANCH
47
Ranch house east
1
T10SR30E
N Old Kings Rd
16
17
Compartment #'s
042026, 042003
Sale Area
Rayonier Ownership
Flagler County, FL
0 195 390 780
Feet
N
W
E
S
03/05/2025
No warranty or guaranty, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate, but is being furnished for informational purposes only and is not to be relied on by others and should be verified.

EXHIBIT "C"

Permitted Exceptions

(a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;

(c) General and special taxes, assessments and ad valorem taxes for the current year and thereafter falling due;

(d) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;

(e) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;

(f) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;

(g~~(e)~~) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;

(h) All matters of record, outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, 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;

(i~~(f)~~) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;

(j) Any reservations set forth in this Special Warranty Deed;

(k) Lack of access;

(l) All matters of public record;

(m) Those certain title defects or exceptions contained in that certain Title Commitment from [Title Company Name] to Grantee under Commitment No. [Title Commitment Number], effectively dated [Title Commitment Date], as may be revised; and

(n) Right of Entry Permit and License Agreement (Well Exploration and Well Monitoring) between Raydient LLC d/b/a Raydient Places + Properties LLC, a Delaware limited liability

company, as agent of and acting on behalf of its affiliates and subsidiaries who own land in Flagler County, Florida, including Rayonier Forest Resources, L.P. and Raydient Palm Coast LLC -and the City of Palm Coast dated August 28, 2024.

EXHIBIT "D"

DRI Property

Exhibit "E"

Activities Permitted ~~Development Area~~on DRI Land

1. Silviculture harvesting, agriculture and other related activities, including but not limited to, land clearing and timber harvesting;
2. Ecological restoration, enhancement and/or creation activities, including but not limited to, tree thinning, harvesting, and replanting;
3. Prescribed fire management associated with a plan, including but not limited to, conducting prescribed burns and construction/installation of fire breaks and/or fire lines;
4. Establishment and operation of a gopher tortoise mitigation bank or other similar type of listed species/plant use;
5. Removal of species listed as Category 1 and Category 2 invasives by the Florida Invasive Species Council (FISC); and
6. Restoration or enhancement of natural wetland hydrology, including but not limited to, installation of low water crossings, culverts, and plugging of ditches or canals; and
7. Construction of trail roads.

Exhibit "F"

Portion of the Property outside the DRI

[add legal description for all of the Property less and except the portion of the Property within the DRI parcel]

Exhibit "C"
Other Contracts Affecting the Property

Right of Entry Permit and License Agreement (Well Exploration and Well Monitoring) between Raydient LLC d/b/a Raydient Places + Properties LLC, a Delaware limited liability company, as agent of and acting on behalf of its affiliates and subsidiaries who own land in Flagler County, Florida, including Rayonier Forest Resources, L.P. and Raydient Palm Coast LLC and the City of Palm Coast dated August 28, 2024

Exhibit "D"
Assumption Agreement

Exhibit "E"
Form of Owner's Affidavit

STATE OF FLORIDA

COUNTY OF NASSAU

LIEN AND POSSESSION AFFIDAVIT

BEFORE ME came in person, the undersigned affiant John R. Campbell ("Affiant") of **RAYDIENT PALM COAST LLC**, a Delaware limited liability company ("Owner"), who, having been duly sworn and placed on oath, deposed and said as follows:

1. The facts recited herein are based on the Affiant's best knowledge and belief.

2. Owner holds a fee estate, encumbered by easement(s), reservation(s), grant(s) or lease(s) and other matters of record, in and to those parcels of land lying in Flagler County, Florida, and more particularly described on **EXHIBIT "A"** attached hereto and by this reference made a part hereof (collectively, "Property"). Owner is in possession of the Property and no other parties have any claim to possession of the Property not shown in the Public Records.

3. No improvements or repairs have been made on the Property by or at the instance of Owner during three (3) months immediately preceding this date, the cost of which remains unpaid, and there are no outstanding bills incurred for labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection therewith, other than those services as have arisen under or by reason of the transaction to which this Affidavit relates, and as will be discharged at closing or assumed by _____ ("___").

4. There are no outstanding oral or written contracts, mortgages, claims, liens, special assessments, financing statements, leases or permits entered into by or on behalf of the Owner and relating to the Property, which would survive the conveyance of the Property to ____ and encumber the title ___ receives, other than as appear of record upon the date hereof or as have been addressed in documentation ancillary to the closing, including, without limitation, that certain Right of Entry Permit and License Agreement (Well Exploration and Well Monitoring) between Raydient LLC d/b/a Raydient Places + Properties LLC, a Delaware limited liability company, as agent of and acting on behalf of its affiliates and subsidiaries who own land in Flagler County, Florida, including Rayonier Forest Resources, L.P. and Raydient Palm Coast LLC and the City of Palm Coast dated August 28, 2024.

5. This Affidavit is made with the knowledge that the same may be used in connection with securing an owner's title insurance policy for _____.

AFFIANT: _____
John R. Campbell

SWORN TO AND SUBSCRIBED before me by means of □ physical presence or □ online notarization, this ___ day of _____, 202__, by John R. Campbell, who is personally known to me.

_____
Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission No.: _____

Exhibit "F"
Access Easement Agreement

Prepared by and return to:
Richard W. Hawthorne, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC.
1 Independent Drive, Suite 1200
Jacksonville, FL 32202

ACCESS EASEMENT AGREEMENT

(TRAIL ROAD)

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this _____day of _____, 2025, by **RAYDIENT PALM COAST LLC**, a Delaware limited liability company ("**Grantor**") and **FLAGLER COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**Grantee**").

RECITALS

A. Of even date herewith, by Special Warranty Deed (the "**Deed**"), Grantor conveyed certain real property to Grantee located in Flagler County, Florida which is more particularly described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "**County Property**").

B. Grantor, as the owner of certain real property located in Flagler County, Florida, desires to grant to the Grantee this Easement in, to, over, under and across trail roads located on a portion of the property owned by Grantor, which are depicted on Exhibit "B" attached hereto and incorporated herein (hereinafter the "**Easement Property**") to provide vehicular and pedestrian access to the County Property.

NOW, THEREFORE, in consideration of the covenants, promises, terms and conditions set forth in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement**. Subject to the terms hereinafter set forth, Grantor hereby grants to Grantee a perpetual non-exclusive easement over the Easement Property for pedestrian and vehicular access to and from the County Property (the "**Trail Road Easement**"). The Trail Road Easement may only be used by Grantee and its employees and ~~agents~~ contractors for maintenance purposes. Grantee shall comply with all permits and governmental laws, requirements, rules and regulations in connection with the use of the Trail Road Easement. Grantee's use of the Trail Road Easement shall be limited to vehicular and pedestrian access to the County Property for the uses permitted by, and subject to the restrictions on use contained in, the Deed. Grantee shall not construct any fences or other obstructions that would interfere with Grantor's rights as reserved in this Agreement or make any improvements to the Easement Property without Grantor's prior written consent. Grantee acknowledges that there are certain inherent risks associated with conducting its intended activities on the Trail Road Easement due to the primitive/unimproved nature of the Trail Road Easement. Grantee is put on notice that the Trail Road Easement is in a remote location and neither the condition of the Trail Road Easement nor the roads are guaranteed in any way by Grantor. Grantee acknowledges and agrees that Grantor and its affiliated or related companies shall bear no responsibility or liability to or for

Grantee, its employees, agents, guests, invitees, contractors or contractor employees while they are on the Trail Road Easement. Grantee further acknowledges that others have been given permission to enter the Trail Road Easement including hunting club members who may be upon the Trail Road Easement with guns, bows and arrows and similar weapons to hunt and/or target practice and timber vendees who may be upon the Trail Road Easement Area to harvest timber and other forest products with men and machinery.

2. **Coordination of Traffic.** Grantor shall have the right, but not the obligation, to coordinate and direct the traffic traveling on the Trail Road Easement, and the right to temporarily close the Trail Road Easement to Grantee for the limited duration deemed necessary by Grantor in the event of an emergency or to prevent harm to persons or property. Grantee agrees to cause each of its contractors and subcontractors using the Easement Property to participate in any construction coordination meetings conducted by Grantor or its contractors or any others using the Easement Property, for purposes of coordinating use and closures of the Easement Property and such other relevant construction matters. Grantee agrees to close and secure any gates on the Easement Property immediately after passing through such gate, and to comply with such other reasonable security procedures implemented by Grantor from time to time, and Grantee shall cause its contractors and subcontractors to comply with the foregoing obligations.

3. **Maintenance of Easement Property.** Grantee shall, at Grantee's sole cost and expense, repair any damage caused to the Easement Property in the exercise of Grantee's rights under this Agreement. In no event shall Grantee be responsible to repair any damage caused by Grantor or Grantor's employees, agents, or contractors or any other party using the Easement Property. Grantee shall repair any damage it is required to repair within fifteen (15) days of written notice of such damage by Grantor. In the event Grantee does not complete such repairs within the fifteen (15) day period, Grantor may conduct the repairs and be reimbursed by Grantee upon demand for the reasonable costs thereof together with interest at the prime rate of interest as quoted in the Wall Street Journal plus eight percent (8%) (not to exceed the maximum rate of interest allowed by law) per annum (the "**Default Rate**"). Notwithstanding the foregoing, in the event of an emergency, the Grantor may immediately cure the same and be reimbursed by Grantee upon demand for the reasonable cost thereof together with interest at the Default Rate. Grantee will have the right, but not the obligation, to reasonably improve the Easement Property, at Grantee's sole cost and expense, to the extent required to facilitate the use of the Easement Property, subject to Grantor's prior written approval of the plans and specifications for such improvements, which approval shall not be unreasonably withheld, conditioned or delayed.

4. **Easement not Exclusive**. Exclusive use of the Easement Property is not hereby granted, and Grantor retains the right to grant others non-exclusive use of the Easement Property for any lawful purpose not inconsistent with nor in contravention of the rights granted herein. The Grantee hereby waives all rights to seek restitution or compensation from Grantor for any damage occurring to Grantee's property located on the Easement Property that might occur from normal logging, forestry or road maintenance activities, including ditching, unless such damage occurs as a result of, and only to the extent of, the negligence of Grantor or its employees.

5. **Reserved Rights**. Grantor, at its sole discretion, reserves the right to harvest and remove any and all merchantable timber and forest products situated in or upon the herein

described Easement Property. Following Grantor's exercise or written waiver of its rights hereunder, the Grantee and its assigns shall have the right to clear, keep clear and remove from said Easement Property and right-of-way therein all trees, undergrowth, and other obstructions that may interfere with Grantee's use of the Easement Property for the purposes permitted in this Agreement, provided, however, upon the cutting of such trees, the Grantee shall pay to Grantor the fair market value of the merchantable timber so cut, determined after consultation between Grantor and Grantee. The Grantee shall make reasonable efforts to cooperate with Grantor in preventing trespass within the Easement Property and Grantor's or its affiliated companies' adjoining lands. The Grantee shall comply with the St. Johns River Water Management District buffer regulations relating to vegetation removal and wetland protection, as applicable, and shall, subject to the limitations of Section 768.28, Florida Statutes, indemnify, defend and hold harmless Grantor and its affiliated or related companies from any violation thereto. Grantor and its successors and assigns, and related and affiliated companies, reserves the right and privilege to use the Easement Property for all purposes, except as herein stated or as might interfere with the Grantee's rights arising under or by virtue of this easement. Grantor, its successors and assigns, shall have the right to use, make improvements, sell, operate and develop any land within the Easement Property and right of way that does not interfere with the Grantee's rights hereunder. Grantor further reserves the right to construct roads, canals, culverts or other utility facilities within and across the Easement Property.

6. **Insurance and Indemnification**. With respect to Grantee and each of Grantee's contractors and vendors, if any (each, a "Contractor"), prior to such Contractor's entry upon the Easement Property or the County Property, Grantee shall deliver to Grantor evidence in the form of an insurance certificate that such Contractor has in force insurance coverage described below issued by a company satisfactory to Grantor. Said certificate shall provide that the policy shall not be cancelled or changed materially without ten (10) days advance written notice to Grantor. Contractor's insurance is not intended to, and shall not limit, impair or alter, in any way, the obligations and liability of Grantee pursuant to this Agreement. Grantee's Contractor shall maintain insurance described herein in force during the time of Contractor's entry upon the Easement Property or the County Property.

A) Automobile Liability Insurance covering all vehicles used in Contractor's operations, including owned, non-owned or hired vehicles, with limits not less than $500,000 for each person and each accident with respect to Bodily Injury, and not less than $500,000 for each accident with respect to the County Property Damage, or combined single limit coverage of not less than $1,000,000 for each accident with respect to Bodily Injury and the County Property Damage.

B) Workers Compensation Insurance in statutory amount and Employers' Liability Insurance with a limit of not less than $100,000 for each occurrence.

C) Commercial General Liability insurance with limits not less than $1,000,000 for each occurrence with respect to Bodily Injury and $1,000,000 for each occurrence with respect to the County Property Damage, or a combined single limit coverage of $1,000,000 for each occurrence with respect to Bodily Injury and the County Property Damage.

D) Said policy shall include and cover premises and operations, completed

operations, contractual liability, and personal injury liability.

E) Said policy shall be primary and non-contributory and shall be on an occurrence basis and shall name "**Rayonier Inc., its subsidiaries and subsidiaries thereof"** as additional insured. Grantee uses the Easement Property at its sole risk.

Subject to and without in any way modifying Grantee's limitations on liability arising from Grantee's sovereign immunity under Florida law, Grantee shall indemnify, defend and hold Grantor and Grantor's affiliates, members, shareholders, officers, directors, agents, employees and independent contractors harmless from and against any and all damage, cost, liability and expense, including reasonable attorneys' fees, arising out (i) the use of the Easement Property, and any acts and omissions occurring therein, by Grantee and its agents, contractors, subcontractors, invitees and any others using the Easement Property by, through or under Grantee, including, without limitation, any personal injury or death, property damage or release of hazardous substance on the Easement Property or any adjacent County Property or other violation of any environmental law; and (ii) breach of this Agreement by Grantee. The foregoing indemnity shall survive any termination of this Agreement.

7. **Notices**. All notices, requests, consents and other communications hereunder (each a "Notice") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service (e.g., Federal Express or UPS), to the parties, as follows:

If to Grantor:	Raydient Palm Coast LLC Attn: Paul Rice 1 Rayonier Way Wildlight, Florida 32097
With a copy to:	Rayonier Inc. Attn: John Campbell, Law Department 1 Rayonier Way Wildlight, Florida 32097
If to Grantee:	Flagler County, Florida Attn: County Administrator 1769 East Moody Boulevard, Building 2 Bunnell, Florida 32110
With a copy to:	Flagler County, Florida Attn: County Attorney 1769 East Moody Boulevard, Building 2 Bunnell, Florida 32110
If to an Owner:	The notice address listed for the Owner by the Flagler County Tax Collector

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth above. Any party or other person to whom Notices are to be sent may notify the other parties of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties set forth herein.

8. **Successors and Assigns**. The rights and obligations granted hereby shall be binding upon Grantor and Grantee and their successors and assigns and shall run with title to the County Property.

9. **Severability.** In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement, and this Agreement as so modified shall continue to be in full force and effect.

10. **Relocation.** Grantor shall have the right from time to time to relocate the Trail Road Easement and the Easement Property to a different location, provided that Grantee is provided with reasonable substitute access to the County Property. Grantee shall execute any amendments as may be reasonably requested by Grantor to evidence any such relocation, but Grantee's execution is not a pre-requisite to any relocation and a relocation shall be deemed to have occurred upon any notice from Grantor to Grantee of a relocation.

11. **Termination.** This Agreement shall terminate automatically as to any portion of the Easement Property (as the same may be relocated pursuant to the terms of this Agreement) which is dedicated to a governmental authority for public use. Without limiting the automatic nature of such termination, Grantee shall execute an instrument confirming such termination, within ten (10) days of any request by Grantor. Grantee agrees to use good faith efforts to obtain a perpetual easement over alternative trail roads that are not located on Grantor's (or its affiliates') property. Grantee agrees to give prompt written notice to Grantor if it obtains such alternative access and thereafter promptly to execute a termination of this Agreement in form reasonably acceptable to Grantor and Grantee. In the event that Grantee has not secured the alternative access by the date which is five (5) years after the date of this Agreement, Grantor may, by written notice to Grantee, terminate this Agreement on ninety (90) days written notice. If Grantor delivers such notice, Grantee agrees promptly to execute a termination of this Agreement in form reasonably acceptable to Grantor and Grantee.

12. **Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

13. **Florida Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The venue for any proceeding of a dispute hereunder shall be in the Florida Circuit Court in and for Flagler County, Florida or the Federal Courts in Jacksonville, Florida.

14. **Sovereign Immunity**. Nothing in this Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, Florida Statutes or other limitations imposed on Grantee's potential liability under state or federal law. The provisions of Section

768.28, Florida Statutes, are hereby fully incorporated herein by this reference as if fully set forth herein.

15. **Representations.** The undersigned representatives hereby represent and warrant that this Agreement has been duly authorized by their respective entity, and that the undersigned representative has the authority to execute this Easement on behalf of said entity. The grant of this Agreement is by and in the nature of a quit-claim, with Grantor warranting to the Grantee only the corporate authority of its execution and granting unto the Grantee only so much rights by and under the grant of easement as is consistent with its record title in and to the property through which this Easement Property is located.

16. **Recordation**. The original of this Agreement shall be recorded in the Public Records of Flagler County, Florida at the expense of Grantee.

[*This Space Intentionally Left Blank*]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Access Easement Agreement as of the first date set forth below.

Signed, sealed and delivered
in the presence of:

Grantor:

RAYDIENT PALM COAST LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

_____
Witness #1 Signature

_____

_____
Witness #1 Address

_____
Witness #2 Signature

_____

_____
Witness #2 Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025 by _____, as _____ of Raydient Palm Coast LLC, a Delaware limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public _____
Commission No. _____
My. Commission Expires _____

(NOTARIAL SEAL)

Signed, sealed and delivered
in the presence of:

GRANTEE:

FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
Andrew S. Dance, Chair of the Board of
County Commissioners of Flagler County

_____
Witness #1 Signature

_____

_____
Witness #1 Address

_____
Witness #2 Signature

_____

_____
Witness #2 Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025 by Andrew S. Dance, as Chair of the Board of County Commissioners of Flagler County, Florida, a political subdivision of the State of Florida, who ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public _____
Commission No. _____
My. Commission Expires _____

(NOTARIAL SEAL)

EXHIBIT "A"

COUNTY PROPERTY

EXHIBIT "B"

EASEMENT PROPERTY

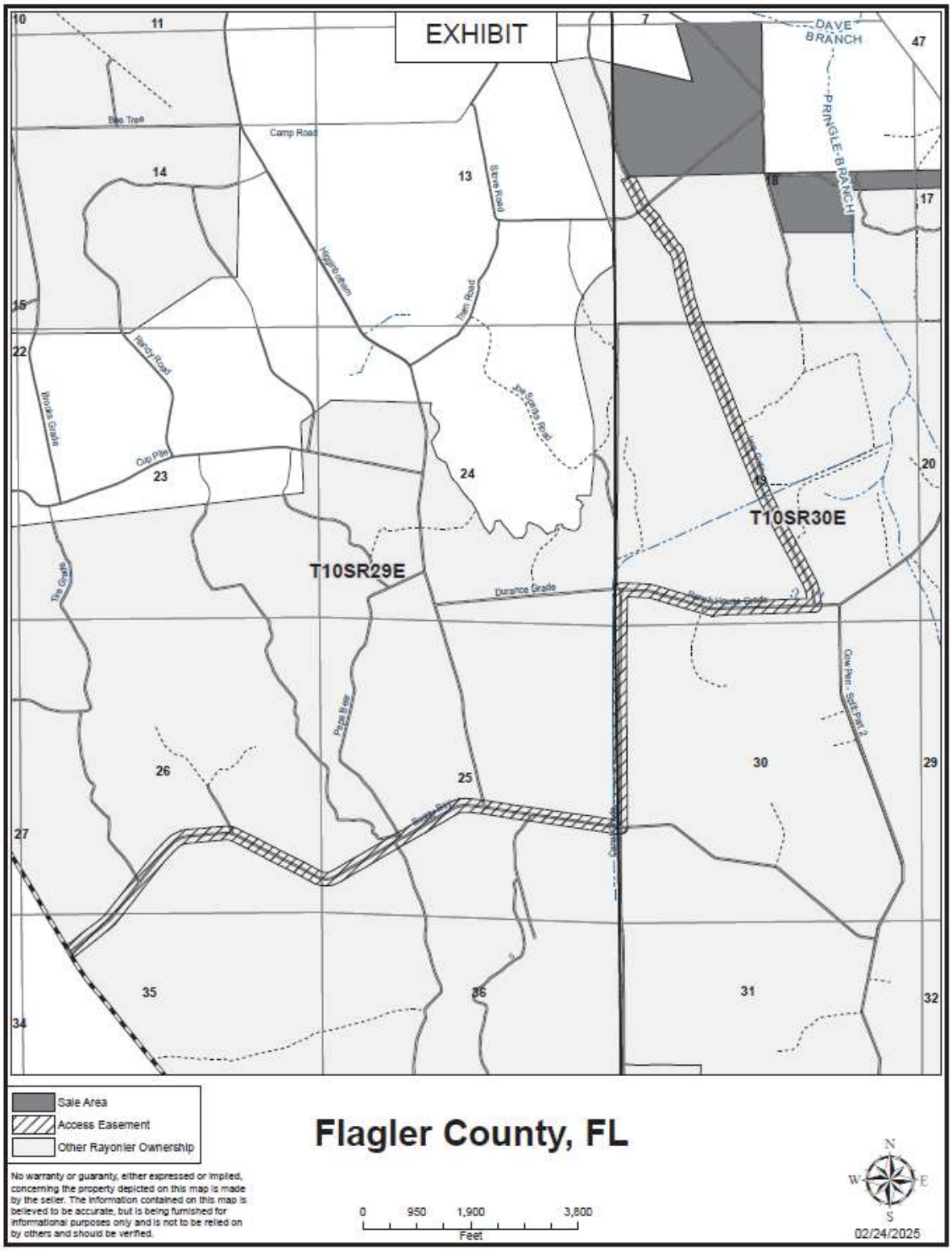


Exhibit "G"
Assignment and Assumption of Permit

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

MARCH 3, 2025

REGULAR MEETING

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

Absent: Vice Chair Leann Pennington

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

ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

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

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

None

ITEM 3 – ANNOUNCEMENTS BY THE CHAIR

Chair Dance announced the following:

- Blue Knights charity ride and chili cookoff will be Saturday, March 8, 2025, at 9:00 a.m. The charity event will be located at Herschel King Park.
- Visit www.FlaglerCounty.gov to view the Transparency Dashboard. The following portals can be found on the Transparency Dashboard:
  - Capital Project Portal
  - Drainage Maintenance
- Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils.
- Upcoming meetings:
  - Workshop – March 3, 2025, at 1:00 p.m. in the Board Chambers.
  - Joint City/County/FCSO Workshop – March 6, 2025, at 3:00 p.m. in the Board Chambers
  - Joint City/County Workshop – March 12, 2025, at 5:30 p.m. in the Board Chambers
  - Regular Meeting – March 17, 2025, at 5:00 p.m. in the Board Chambers.

ITEM 4A – RECOGNITIONS:

None

ITEM 4B1 – PROCLAMATIONS - MASTER GARDENERS MONTH – MARCH 2025

Commissioner Richardson read the proclamation.

ITEM 8C – CONSIDERATION OF PURCHASE AND SALE AGREEMENT FOR CONSERVATION LANDS IN THE AMOUNT OF $3,000,000 FOR A PORTION OF THE PRINGLE FOREST:

The following was requested by Adam Mengel, Growth Management Director and Jorge Salinas, Deputy County Administrator:

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 warrantying 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."

(Item 8c – Continued)

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

(Item 8c – Continued)

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.

(Presentation on file with the Clerk's Office)
Adam Mengel, Growth Management Director, gave a presentation. Presentation included a map that reflects the 5 properties identified that have potential to provide protection for drinking water quality, wildlife habitat, and floodplain management for local citizens. Noted the extended closing date is required by March 17, 2025.

(Item 8c – Continued)

Mr. Mengel provided the following arial of one of the properties of interest, Pringle Forest, located west of US1 in the northeast of Flagler County:



Mr. Mengal stated the blue areas will be retained by Raydient and the yellow line is the county line. Presentation included the following information:

- 33.7+/- acres
  - West portion of Parcel No. 47-10-30-0000-01010-0013
- 137.7+/- acres
  - All of Parcel No. 47-10-30-0000-01010-0000
  - All of Parcel No. 47-10-30-0000-01010-0031
  - North portion of Parcel No. 17-10-30-0000-01010-0000
  - North portion of Parcel No. 17-10-30-0000-01010-0011
  - North portion of Parcel No. 18-10-30-01020-0020
- 136.9+/- acres
  - North portion of Parcel No. 18-10-30-0000-01020-0020
- Total acreage of 307+/- acres
- Adjacent acreage to the north is owned by the SJWMD.
- A map from the Old Brick Township DRI to show the wetland locations. The map also indicated there was a potential northern optional route. Mr. Mengal clarified it is very unlikely that will every happen.
- A map to show location of the Pellicer Creek conservation area.
- A map to show the location of the following:
  - Ranch House Grade
  - The 80-foot easement for utility ingress and egress.
  - Hewitt's Sawmill
- A map to show the location of the extension within the 136-acres. This map also shows the location a portion of Ranch Huse Grade and a portion of the 80-foot easement.

(Item 8c – Continued)

Commissioner Hansen asked if the land abuts the Florida Agricultural Legacy Learning Center's property.

Mr. Mengal answered yes, the Florida Agricultural Legacy Learning Center owns the parcels under the green 33.7 acres. Explained there is the gopher tortoise site *(Parcel 47-10-30-0000-01010-0022),* and the Hewitt Sawmill is to the right *(Parcel 47-10-30-0000-01010-0023).* Continued the presentation on the following:

- A map to show the entire 80-foot easement and that there are no FEC railroad crossings.
- East portion of Ranch House Grade will be excluded from the 33.7 acres because the lack of FEC railroad crossings.
- Intended County development as a trailhead and campground.
- Initial draft of Purchase and Sale Agreement (PSA) proposed Special Warranty Deed conveyance to County.
- Draft Special Warranty Deed included encumbrances/exceptions that were similar to those in place when Raydient purchased parcels.
- Title search revealed limited exceptions (no mineral or subsurface rights).
- Raydient sought future 120-foot-wide easement for Ranch House Grade.
- Raydient agreed to keep Ranch House Grade at 80 feet width as previously described and conveyed.
- Portion of purchase part of Old Brick Township DRI.
- Existing easements provide access from the west from Old Brick Road.
- Approval of PSA by Board will lead to closing on or before March 17, 2025, and satisfy State requirements.
- Recommendation: 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.

Chair Dance asked if there are developed areas within the DRI portions.

Mr. Mengal answered yes, but only on the east side of the railroad tracks because there is no railroad flyover.

Chair Dance asked about development west of the railroad tracks.

Mr. Mengal answered the Palm Coast well field is the only thing on the west side of the tracks.

Chair Dance asked if wells will be eliminated.

Mr. Mengal stated there is a recorded document with Raydient and City of Palm Coast that would allow Raydient to potentially sight new wells within the purchased area.

(Item 8c – Continued)

There was continued BOCC discussion on the well field.

Chair Dance asked if the state will be able to review all the documentation before March 17, 2025.

Mr. Mengal answered yes, he believes so.

Chair Dance opened public comment and there was none.

A motion was made by Commissioner Carney to approve item 8c - Purchase and Sale Agreement for Conservation Lands in the Amount of $3,000,000 for a Portion of the Pringle Forest. Seconded by Commissioner Hansen.

Chair Dance called the question. Motion carried unanimously.

Chair Dance thanked the legislature for the funding.

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Docusign Envelope ID: B7ADA6F5-F11E-4977-A1E3-AD459FED61E0

city of PALM COAST
Community Development Department

160 Lake Avenue
Palm Coast, FL 32164
386-986-3736

April 8, 2025

Michael Hahaj
Director of Commercial Development and Operations
Raydient Palm Coast LLC

RE: Old Brick Township DRI – Confirmation of Allowable Uses and Commencement of Development

Dear Mr. Hahaj,

Thank you for your letter regarding proposed activities within the Old Brick Township Development of Regional Impact (DRI). I have reviewed your description of the intended "Uses', along with the applicable provisions of the approved Development Order (DO), including General Conditions 5 and 8, Specific Condition 21, and the definitions set forth in Section 380.04, Florida Statutes.

Based on this review, I concur that the proposed "Uses" do not constitute "development" as defined in Section 380.04, Florida Statutes, and therefore do not trigger commencement of construction or physical development under the DRI/DO. This conclusion is supported by the language in General Conditions 5 and 8, which reinforce that such pre-development land management activities are permissible and do not activate any DRI obligations.

Further, under Specific Condition 21, any development in or near wetlands remains subject to applicable state and federal permitting. The proposed "Uses" are consistent with allowable land management activities and do not require mitigation or activate any DRI conditions.

The DRI/DO remains in good standing, and the proposed sale of land to Flagler County for conservation or land management will not trigger commencement of development or any DRI-related conditions or mitigation.

It is important to note that the activities described and conducted by Flagler County, its affiliates, —may not be used in the future to satisfy any mitigation or development obligations of the Old Brick Township DRI.

Docusign Envelope ID: B7ADA6F5-F11E-4977-A1E3-AD459FED61E0

This letter confirms the following:

- The described “Uses” do not constitute commencement of construction or physical development under the DRI/DO;
- No mitigation or development conditions under the DRI/DO are triggered by these activities;
- The DRI/DO remains in good standing;
- The land sale to Flagler County does not trigger development commencement or any DRI/DO conditions; and
- The land sale to Flagler County and for conservation or land management shall not be used to fulfill any future DRI-related mitigation or development obligations.

Should physical development be proposed in the future to implement DRI entitlements, it will be subject to applicable review and permitting.

Please feel free to contact me with any questions or if further clarification is needed.

Sincerely,

DocuSigned by:
Ray Tyner
9A621FC5D25243A...

Ray Tyner
Deputy Director, Community Development
Land Use Administrator

cc: Lauren Johnston – Interim City Manager
Jason DeLorenzo – Chief of Staff

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING/AGENDA ITEM NO. 9a

SUBJECT: QUASI-JUDICIAL – Public Use in the AC (Agricultural) District) for Fire Station 51 at 245 County Road 305. Parcel Number: 10-12-29-0000-01040-0021; 26.37+/- acres. Owner: Flagler County BOCC/Agent: Randy Hudak, P.E. (Project No. 2025010065).

DATE OF MEETING: April 21, 2025

OVERVIEW/SUMMARY: This request is quasi-judicial in nature (not legislative) and does require disclosure of ex parte communication. This request is for approval of a Public Use within the AC (Agricultural) zoning district. The property is located at 245 County Road 305 and is 26.37+/- acres in size. According to Property Appraiser records, the parcel includes a 13,000+/- square foot barn built in 2011.

Property Appraiser Aerial Photo



On January 29, 2025, Randy Hudak, P.E. of Zev Cohen & Associates, INC submitted the Public Use application on behalf of the owners of 245 County Road 305, Flagler County BoCC for a new fire station. This application was prompted by the County's need to replace the existing Fire

Station 51 located in Espanola which is ageing and undersized. The Public Use application and review is not a variance from the County's requirements or a rezoning of the land: the Public Use is a unique characteristic of the County's Land Development Code (LDC).

The applicant has submitted an engineered site plan –bearing a signature and seal by Randy M. Hudak, P.E. of Zev Cohen & Associates, Inc., and dated January 27, 2025 – of the proposed development. The site plan indicates the location of existing and proposed buildings, as well as the location and number of parking spaces for the use. A subsequent Site Development Plan application will not be required.

This application was reviewed by the Technical Review Committee (TRC) at its February 19, 2025 meeting. The applicant's responses to comments have been provided and the application requesting the Public Use is sufficient – in the opinion of the TRC – for recommendation by the Planning and Development Board and review and decision by the Board of County Commissioners. The Planning and Development Board reviewed this request at its March 11, 2025, Regular Meeting and unanimously recommended approval of the request.

BCC review authority: LDC Section 3.06.05.E.3 requires that the Board of County Commissioners review and approve, approve with conditions, or disapprove Public Uses following consideration of the Planning and Development Board's recommendations and the factual data presented during the public hearing in support of – or in opposition to – the request.

This agenda item is:
__X__ quasi-judicial, requiring disclosure of ex-parte communication; or
_____ legislative, not requiring formal disclosure of ex-parte communication.

Public Notice: Public notice has been provided consistent with LDC Section 2.07.00.

OPTIONS FOR THE BOARD: The Board of County Commissioners may:
Approve the Public Use for Fire Station 51 at 245 County Road 305.
Deny the Public Use for Fire Station 51 at 245 County Road 305.
Continue the Public Use for Fire Station 51 at 245 County Road 305 to a time and date certain.

ATTACHMENTS:
1. Technical Staff Report (TSR)
2. Site Plan
3. Application and supporting documents
4. TRC review comments dated February 19, 2025
5. Planning and Development Board March 11, 2025, Regular Meeting minutes
6. Public notice

APPLICATION NO. 2025010065
PUBLIC USE REQUEST FOR FIRE STATION
245 COUNTY ROAD 305
TECHNICAL STAFF REPORT

Application No./Project No.: 5419/2025010065

Address: 245 County Road 305

Owner: Flagler County BOCC

Agent: Randy Hudak, P.E., with Zev Coden & Associates, Inc.

Parcel No.: 10-12-29-0000-01040-0021

Parcel Size: 26.37+/- acres

Legal Description:
A parcel of land located in Section 10, Township 12 South. Range 29 East being more particularly describes as follows: A point of reference being the North West corner of Section 10, Township 12 South, Range 28 East, thence South 00º24'32" East a distance of 100.1 feet to the South right-of-way of State Road 100 (100 ROW) feet. Thence Nort 88º53'07" East a distance of 50.00' to the Point of Beginning of this description. Thence continue North 88º53'07" East a distance of 672.00 feet. Thence South 00º23'31" East a distance of 726.396 feet, thence North 88º58'02" East a distance of 599.72 feet. Thence South 00º23'31" East a distance of 490.378 feet. Thence South 88º58'02" West a distance of 1271.32 feet. Thence North 00º24'32" West a distance of 1214.95 feet to the Point of Beginning of this description, all lying in Flagler County, Florida. Less and except ROW of State Road 100 and County Road 305.

Existing Zoning and Land Use Classification:
Zoning: AC (Agricultural) District
Land Use: Agriculture & Timberlands

Future Land Use Map Classification/Zoning of Surrounding Land:
North: State Road 100 ROW; MUL (Mixed Use Low Intensity – Low/Med Density)/AC (Agricultural) District
East: Agriculture & Timberlands/AC (Agricultural) District and City of Bunnell: AG&S (Agricultural and Silviculture) FLU/District
South: City of Bunnell; AG&S (Agricultural and Silviculture) FLU/District
West: County Road 305 ROW; MUL (Mixed Use Low Intensity – Low/Med Density)/AC (Agricultural) District

Land Development Code Sections Affected: Land Development Code (LDC) Section 3.06.05, *Public, semi-public and special uses*.

Summary of Request: Randy Hudak, P.E., of Zev Cohen & Associates, Inc., on behalf of the parcel owner, Flagler County BOCC, has requested Public Use approval for a Fire Station located at 245 County Road 305. Currently, there is 13,000+/- square foot barn located on the property south of the proposed location for the fire station. While access will be maintained for the barn, the uses are not related. As proposed, the project will increase fire service and reduce response times to the western and rural side of the County and will eventually replace the ageing Fire Station 51 located in Espanola. Currently, the nearest station is Station 71 located in the St. Johns Park neighborhood approximately four miles south.

The site plan includes the proposed fire station with satellite sheriffs office, continued access for the barn located south of the proposed access, a dumpster location and septic location to the southeast of the project, future phasing location to the east of the project, a well-site to the northeast, and a water storage/loading area to the north. A 4 foot by 5 foot monument sign will be located 20 feet from the west property line along County Road 305.

Access through the site will be facilitated through two access points on County Road 305 with a horseshoe-shaped one-way flow. Vehicles will enter or exit the property through the southerly ingress/egress point to access the parking located south of the building. Once past the parking area, egress will be permitted only though the fire engine bays or by the water storage/loading area. 'Do Not Enter' signs will be posted by the northly egress way to prevent wrong-way traffic.

The proposed fire station will be 14,798+/- square feet consisting of three (3) fire engine bays, six (6) dorm rooms, two (2) office spaces, fitness room, kitchen, dining, and dayroom, satellite sheriffs office and decontamination room. Additionally, there will be three (3) restrooms and laundry facilities.

Staff Analysis: Land Development Code (LDC) Section 3.06.05.B. provides that public and semi-public uses may be permitted as follows:

> Standard: Any public or semipublic use may be permitted in any land use district provided that the request for such use is officially made to the Planning and Development Board.
>
> > Analysis: Through its agent, Randy Hudak, P.E, the Flagler County BOCC has submitted this request for a public use.
>
> Standard: The Planning and Development Board shall determine whether or not such requested use is consistent with the adopted comprehensive plan and whether the use is necessary or desirable to support projected community needs.
>
> > Analysis: While the adopted comprehensive plan does not provide criteria for analyzing public uses, they are permitted in all future land use designations and all zoning districts. Fire service in the western side of the county is both necessary and desirable to support all land uses – including Agriculture and Timberlands. Additionally, Comprehensive Plan Policy A.2.13.1 and Objective A.2.16 provide that the County shall review and finalize

infrastructure needed to serve all of Western Areas 2 (Northwest) and 3 (Southwest) respectively.

The proposed location of the project is ideal at the intersection of two major roadways, State Road 100 and County Road 305, and is situated on land already owned by the County.

Standard: Public or semi-public uses and structures may be located in any land use district upon recommendation of the Planning and Development Board, based in part on the submittal of a site plan showing site alterations, improvements to be made, and proposed buffers and conceptual landscaping plans.

Analysis: The site plan submitted on January 29, 2025 demonstrates the ability to comply with the minimum requirements of the AC district. The plans submitted indicate a moderate site scope within the parcel and greatly distanced from the parcel boundaries.

Standard: The permitted location of public or semi-public uses or structures shall be such as not to be injurious to the health, safety and welfare of the public and shall protect the existing character of the surrounding properties or neighborhoods.

Analysis: The intent of the proposal is to increase fire service and reduce response times to the western side of the County. Surrounding uses include agricultural activities and very low density residential. The proposal will improve the health, safety, and welfare of the public and will protect the existing character.

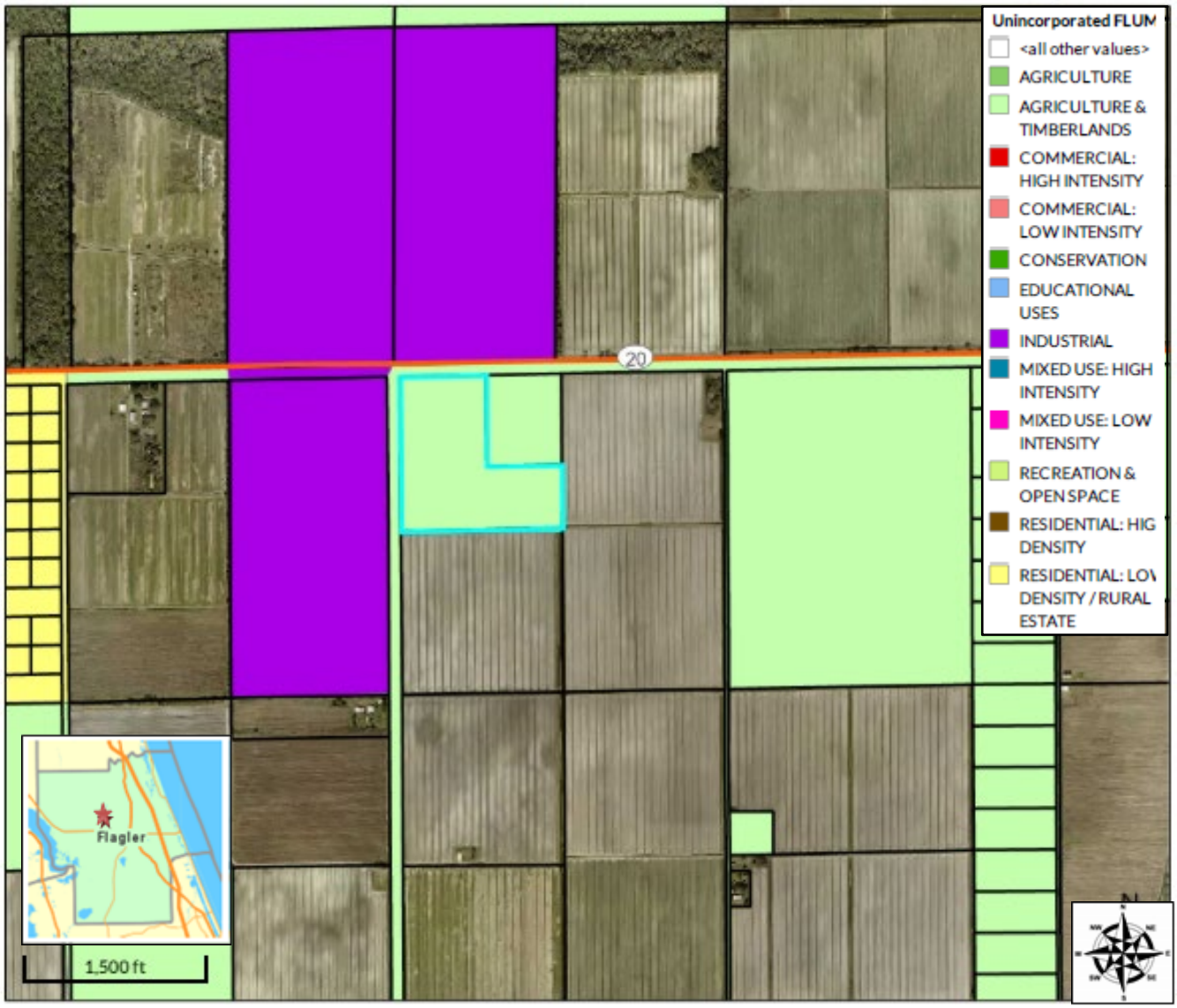
Standard: The Planning and Development Board shall consider the impact of the proposed use on land development patterns, on important natural resources, and, where applicable, the cost effectiveness of service delivery.

Analysis: Use of the subject parcel as a fire station should not impact land development patterns, natural resources, and will increase the cost effectiveness of fire service delivery.

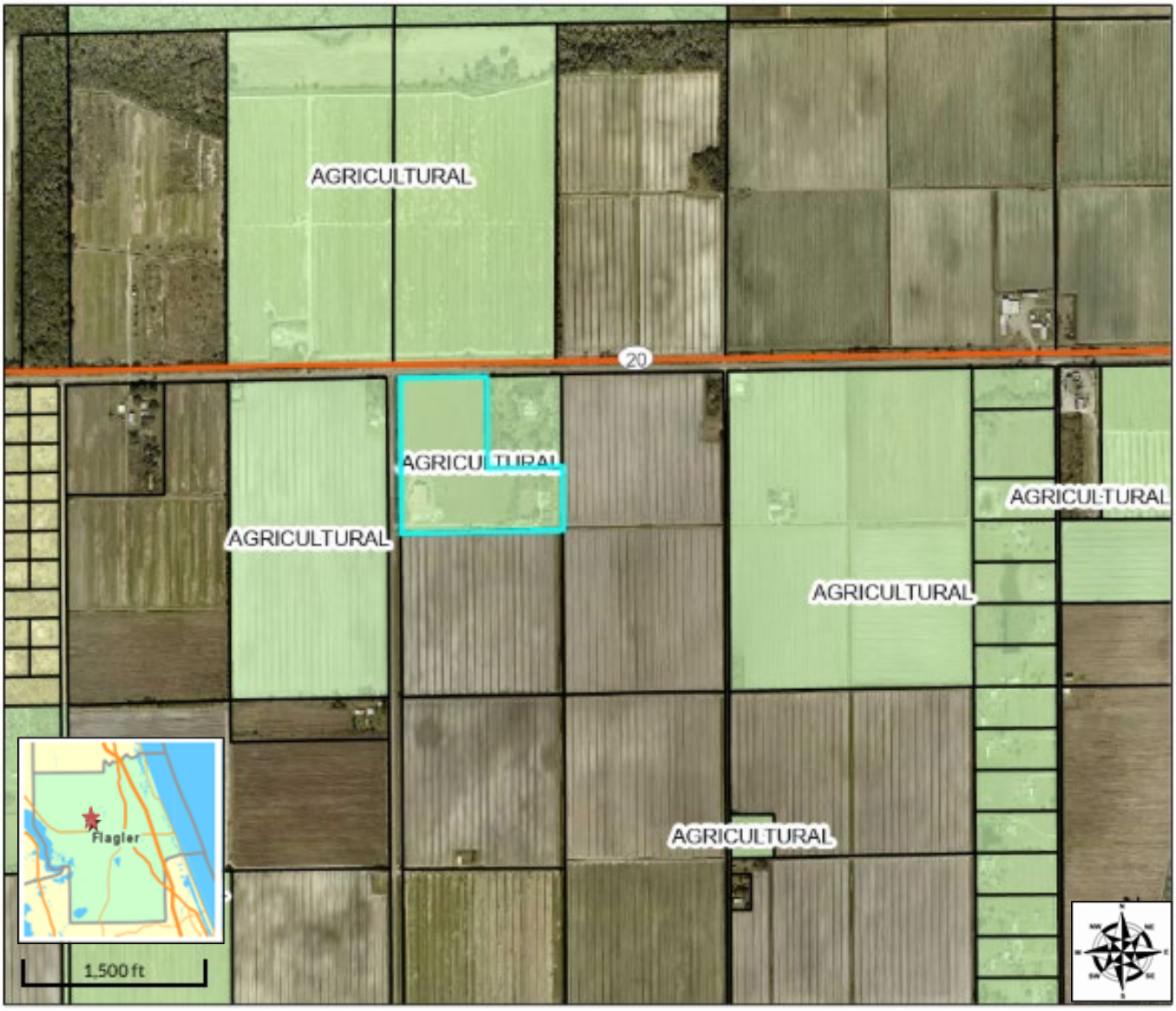
Standard: The Planning and Development Board also shall determine whether the proposed use will impose any substantial detrimental effects on the living or working conditions in the neighborhood.

Analysis: The proposed use as a fire station should not impose any substantial detrimental effects on the living and working conditions in the neighborhood, and rather, should increase safety and services to the neighborhood.

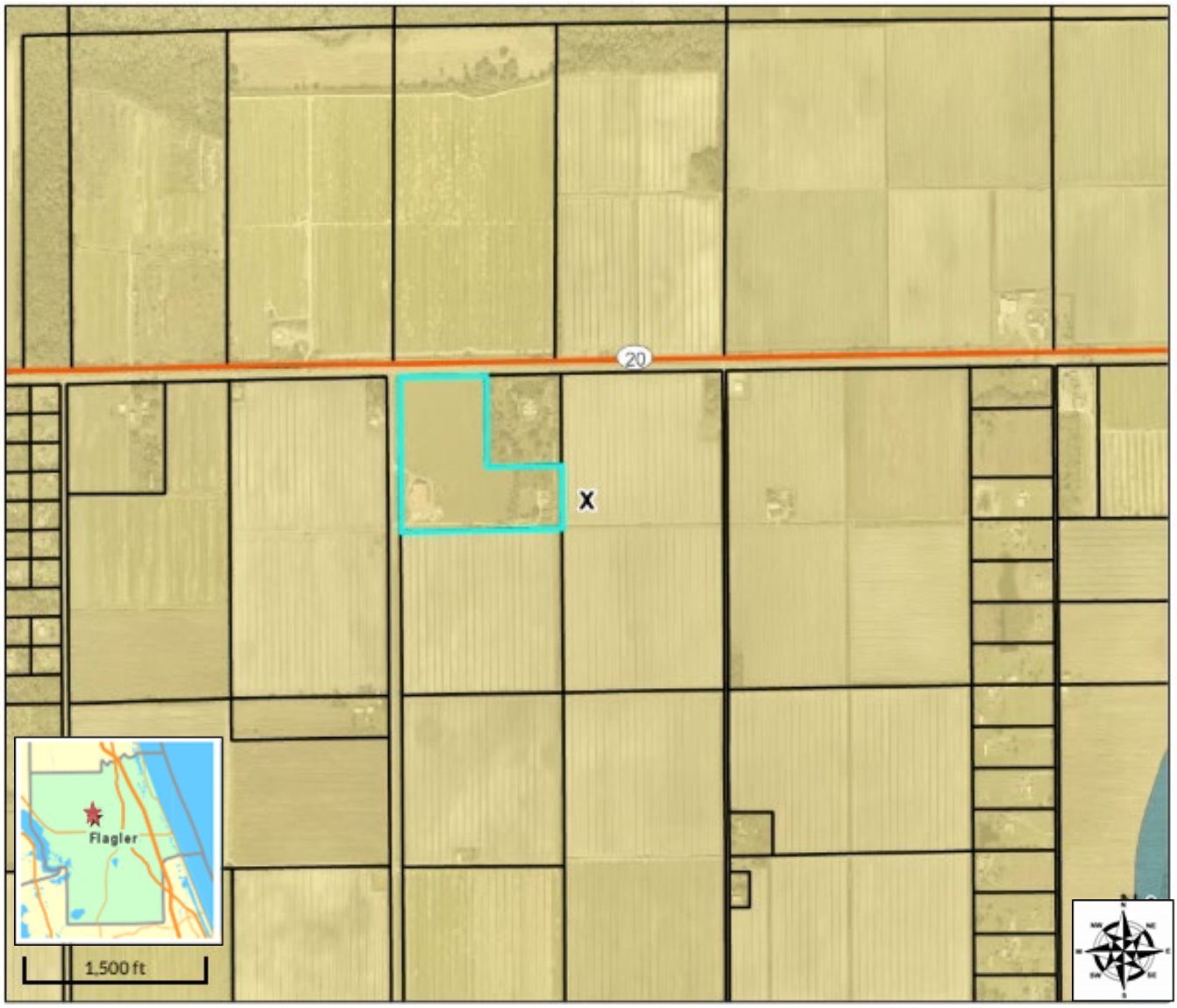
Future Land Use Map



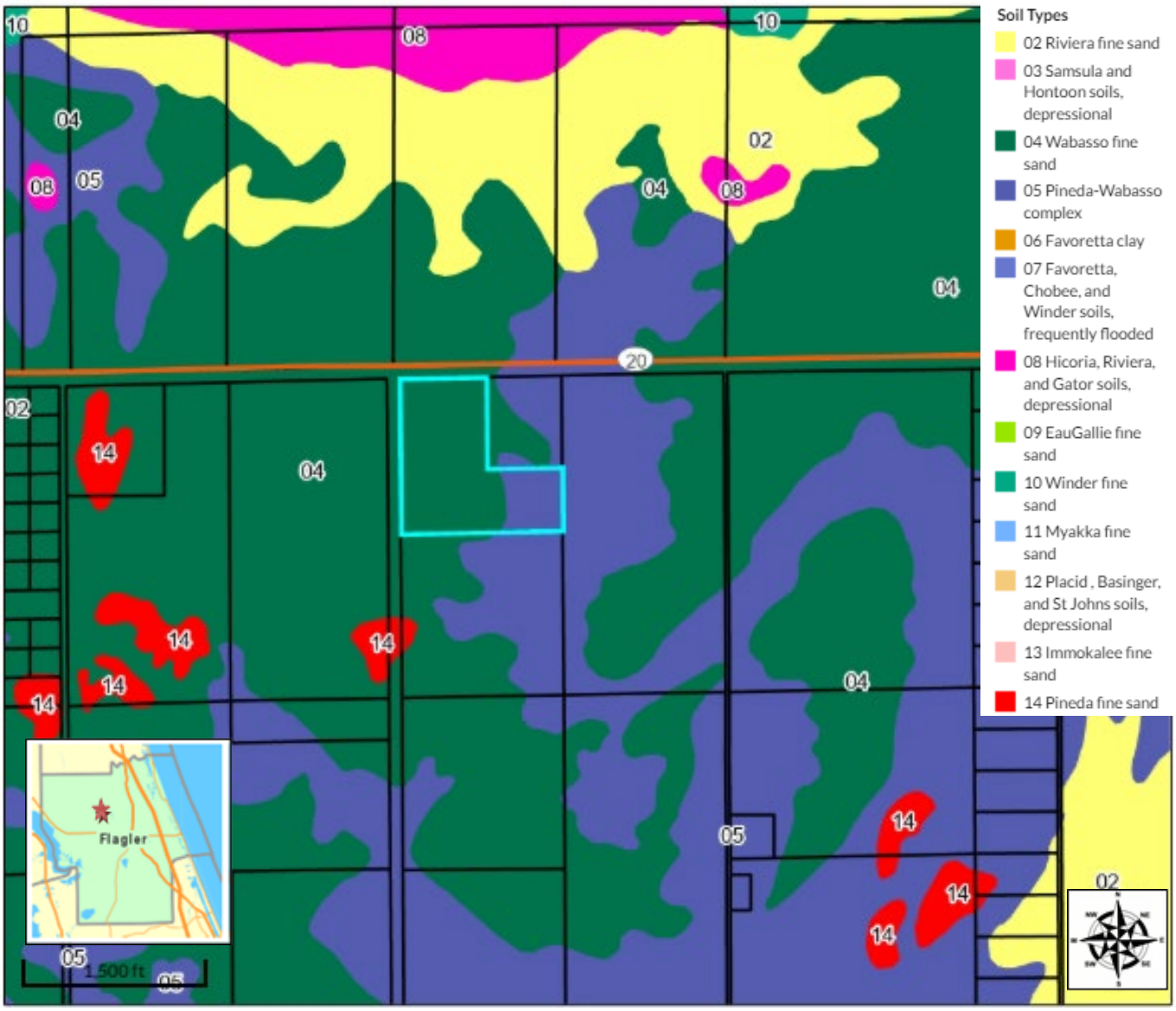
Zoning Map


AGRICULTURAL
20
AGRICULTURAL
AGRICULTURAL
AGRICULTURAL
AGRICULTURAL
AGRICULTURAL
Flagler
1,500 ft

Flood Zone Map



Soils Map


Soil Types
02 Riviera fine sand
03 Samsula and Hontoon soils, depressional
04 Wabasso fine sand
05 Pineda-Wabasso complex
06 Favoretta clay
07 Favoretta, Chobee, and Winder soils, frequently flooded
08 Hicoria, Riviera, and Gator soils, depressional
09 EauGallie fine sand
10 Winder fine sand
11 Myakka fine sand
12 Placid , Basinger, and St Johns soils, depressional
13 Immokalee fine sand
14 Pineda fine sand
Flagler
1,500 ft

Wetlands Map

U.S. Fish and Wildlife Service
National Wetlands Inventory

245 County Road 305



March 6, 2025

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

APPROVED

Attachment 2

FLAGLER FIRE STATION 51

CITY OF BUNNELL – FLAGLER COUNTY, FL

FINAL ENGINEERING PLANS

CLIENT:
Schenkel Shultz
200 E Robinson St., Unit 300
Orlando, Florida 32801
PHONE NUMBER
FAX NUMBER
CONTACT PERSON: GAY GEIGER
e-mail: ggeiger@schenkelshultz.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT: RANDY M. HUDAK, P.E.
e-mail: rhudak@zevcohen.com

SURVEYOR:
BASE LINE LAND SURVEYORS, INC.
15351 AMBERBEAM BLVD.
WINTER GARDEN, FL 34787
PHONE NUMBER: (321) 377-0390
FAX NUMBER
CONTACT PERSON: CHRISS J. LINDSTEDT
e-mail: clindstedt@base-lineinc.com

GEOTECHNICAL ENGINEER:
GEOTECHNICAL ENVIRONMENTAL CONSULTANTS INC.
919 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32801
(407) 898-1818
FAX NUMBER
CONTACT PERSON: DANIEL STANFILL
e-mail: name@name.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE CONSTRUCTION OF A NEW COUNTY FIRE STATION (51) INCLUDING ALL PARKING AND STORMWATER INFRASTRUCTURE.

SITE INFORMATION:

SITE ADDRESS:	245 COUNTY RD. 305 BUNNELL FL 32110
PROJECT AREA:	3.286 AC
TAX PARCEL I.D. #:	10-12-29-0000-01040-0021
EXISTING ZONING:	AC (AGRICULTURAL)
PROPOSED ZONING:	AC (AGRICULTURAL)
EXISTING LAND USE:	AGRICULTURE & TIMBERLANDS
PROPOSED LAND USE:	AGRICULTURE & TIMBERLANDS
EXISTING FUTURE LAND USE:	AGRICULTURE & TIMBERLANDS
SETBACKS:	
FRONT:	50 FT
SIDE:	50 FT
REAR:	50 FT
REQUIRED LANDSCAPE BUFFER(S):	10 FT – ALONG COUNTY ROAD 305
MAXIMUM BUILDING LOT COVERAGE:	35%
MAXIMUM BUILDING HEIGHT	N/A
UTILITIES:	WELL & SEPTIC

LAND USE TABLE:

	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	0.055 AC (2,381 SQFT)	1.07%
UPLAND AREA	3.231 AC	98.3%
PROPOSED IMPROVEMENTS:		
BUILDING(S)	0.34 AC (14,796 SQFT)	10.3%
PAVEMENT & SIDEWALK	0.983 AC (42,813 SQFT)	29.9%
POND AREA(S)	0.637 AC (27,744 SQFT)	19.4%
LANDSCAPE/OPEN SPACE	1.326 AC (57,761 SQFT)	40.4%
TOTAL PERVIOUS	1.96 AC (85,353 SQFT)	59.6%
TOTAL IMPERVIOUS	1.326 AC (57,761 SQFT)	40.4%

PARKING CALCULATIONS:

USE	PARKING REQUIREMENT	SF/UNITS	SPACES REQUIRED
PUBLIC SERVICE		14,796	15
		TOTAL =	23
PARKING SPACES PROVIDED:		23	
HANDICAP PARKING REQUIRED:		1	
HANDICAP PARKING PROVIDED:		1	

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****



VICINITY MAP
SCALE: 1" = 6'



ZONING MAP
SCALE: 1" = 6'
CURRENT ZONING FOR THIS SITE IS: ?????



SOILS MAP
SCALE: 1" = 6'
THE SITE LIES WITHIN THE FOLLOWING ???? COUNTY SOIL CLASSIFICATIONS:



FLOOD ZONE MAP
SCALE: 1" = 6'
THE PROPERTY LIES IN:
FLOOD ZONE ? PER FEMA MAPS ####

SHEET INDEX:

C01 COVER SHEET
C02 CONSTRUCTION NOTES
C101 DEMOLITION & EROSION CONTROL PLAN
C201 OVERALL SITE LAYOUT PLAN
C401 PAVING, GRADING & DRAINAGE PLAN
C501 UTILITY PLAN
C601–C605 CONSTRUCTION DETAILS
VT101 VEHICLE TURNING EXHIBIT

LA101–LA102 LANDSCAPE PLAN & DETAILS
IR101 IRRIGATION PLAN

LEGAL DESCRIPTION: (O.R.B. 2240, PG. 928)

A PARCEL OF LAND LOCATED IN SECTION 10, TOWNSHIP 12 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A POINT OF REFERENCE BEING THE NORTH WEST CORNER OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 29 EAST, THENCE SOUTH 00°24'32" EAST A DISTANCE OF 100.01 FEET TO THE SOUTH RIGHT-OF-WAY OF STATE ROAD 100 (100 ROW) FEET. THENCE NORTH 88°53'07" EAST A DISTANCE OF 50.00' TO THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE CONTINUE NORTH 88°53'07" EAST, A DISTANCE OF 672.00 FEET. THENCE SOUTH 00°23'31" EAST, A DISTANCE OF 726.396 FEET, THENCE NORTH 88°53'07" EAST A DISTANCE 599.72 FEET. THENCE SOUTH 00°23'31" EAST A DISTANCE OF 490.378 FEET. THENCE SOUTH 88°58'02" WEST A DISTANCE OF 1271.32 FEET. THENCE NORTH 00°24'32" WEST A DISTANCE OF 1214.95 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. ALL LYING IN FLAGLER COUNTY, FLORIDA. LESS AND EXCEPT ROW OF STATE ROAD 100 AND COUNTY ROAD 305.

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL FL 32110

SCHENKEL SHULTZ
200 E. Robinson Street
Suite 300
Orlando, FL 32801
voice 407-872-2322
SS Lic. No. AA-C000937
www.schenkelshultz.com

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SEE FOR POLICY AND INFORMATION

BBM STRUCTURAL
CDCI ASSOCIATES CMTA
ZEVCOHEN & ASSOCIATES INC.

REVISIONS		
MARK	DESCRIPTION	DATE
1	09/26/24 SDA 60% COMMENTS PER GAY	

COMM. NO.: 2022827
ISSUE DATE: 01/27/2025
DRAWN BY: SA

COVER RSHEET

C01
90% CONSTRUCTION DOCUMENTS

NOT RELEASED FOR CONSTRUCTION

APPROVED

GENERAL NOTES

1. ALL CONSTRUCTION, DRAINAGE STRUCTURES AND OTHER SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR FLAGLER COUNTY'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
2. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
4. CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
6. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
7. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND FLAGLER COUNTY PRIOR TO PERFORMING THE WORK.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND ZCA REQUIREMENTS. THE "AS-BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS-BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS-BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGHOUT THE WORK ZONE AT ALL TIMES. IF APPLICABLE, ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO FLAGLER COUNTY TRAFFIC OPERATIONS (386-313-4137). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
10. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
11. CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
12. SURVEY INFORMATION PROVIDED BY **LAND SURVEYING** DATED 01/10/2024. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
13. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
14. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
17. ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE II SILT FENCING PRIOR TO CONSTRUCTION. FENCING SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
18. THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON ACTUAL SITE CONDITIONS. JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SEDIMENT AND TURBIDITY. ADDITIONAL CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
19. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
20. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO FLAGLER COUNTY. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
21. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE PERFORMED AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
22. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
23. ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
24. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BEFORE BEGINNING ANY EXCAVATION. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
25. THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
26. THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
27. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED ON PLANS.
28. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
29. THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
30. CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY AT NO COST.
31. CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD AT NO COST.
32. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
33. ALL STORMWATER PIPES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.

GENERAL NOTES

35. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
36. DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.
37. ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
38. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL UNLESS OTHERWISE SHOWN IN THE PLANS.
39. ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
40. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY SIGNS OR EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
41. ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
42. UNLESS OTHERWISE NOTED, PROPOSED GRADES SHOWN ARE FINISHED GRADES.
43. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI-WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
44. ALL DISTURBED AREAS SHALL BE SODDED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/ VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
45. INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION.
46. CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE-TESTING PRIOR TO SCHEDULING A TEST OR WALK-THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
47. THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
48. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTION WINDOWS BEFORE AND DURING CONSTRUCTION.
49. ZEV COHEN AND ASSOCIATES, INC (ZCA) LIABILITY SHALL BE LIMITED TO THE COMPANY'S DESIGN OF SPECIFIC IMPROVEMENTS AS DEPICTED ON THE SITE INFRASTRUCTURE CONSTRUCTION DOCUMENTS.

EROSION & SEDIMENT CONTROL NOTES

1. ALL DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL INCORPORATE APPROPRIATE BEST MANAGEMENT PRACTICES (BMP'S) TO PREVENT EROSION, OFFSITE SEDIMENTATION, AND THE POTENTIAL FOR DOWNSTREAM WATER QUALITY IMPACTS.
2. THE SITE WORK/GRADING ACTIVITIES SHALL BE CONDUCTED IN SUCH A MANNER AS TO ENSURE ADEQUATE IMPLEMENTATION OF AN APPROVED EROSION PREVENTION AND SEDIMENT CONTROL PLAN IN ACCORDANCE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) CONSTRUCTION ACTIVITY GUIDELINES FOR CONTRACTORS.
3. A SITE SPECIFIC STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE SUBMITTED WITH THE PROPOSED SITE PLANS FOR REVIEW AND APPROVAL BY THE COUNTY PER THE COUNTY'S LAND DEVELOPMENT CODE (LDC) "ADDITIONAL APPLICATION REQUIREMENTS FOR SITE PLANS".
4. SITE SPECIFIC BMP'S SHALL BE IMPLEMENTED BY THE SITE WORK/GRADING AND UTILITIES CONTRACTOR(S) AND APPROVED BY THE COUNTY, PRIOR TO THE START OF ANY LAND DISTURBANCE ACTIVITIES. PRECONSTRUCTION EROSION CONTROL INSPECTIONS SHALL BE SCHEDULED THROUGH PERMIT CODE EO1.
5. THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL MINIMIZE DISTURBANCES OF EXISTING WETLANDS, VEGETATION AND NATURAL TOPOGRAPHY IN ACCORDANCE WITH THE APPROVED EXTENT PRACTICABLE DURING CONSTRUCTION ACTIVITIES.
6. STORMWATER RETENTION, DETENTION, STORAGE AND CONVEYANCE SYSTEMS MUST BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACE WITHIN THE AREA SERVED BY THOSE SYSTEMS. ADEQUATE MEANS MUST BE IMPLEMENTED TO PREVENT SEDIMENTATION OF THESE TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING CONSTRUCTION. SILTATION MUST BE REMOVED FROM THE STORMWATER SYSTEM WHEN HALF FULL AND IMMEDIATELY PRIOR TO FINAL GRADING AND STABILIZATION OF THE PROJECT.
7. DURING CONSTRUCTION, THE SITE WORK/GRADING AND UTILITIES CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTATION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES REQUIRED TO PREVENT VIOLATIONS OF WATER QUALITY STANDARDS AND PROJECT SPECIFIC PERMIT REQUIREMENTS. BEST MANAGEMENT PRACTICES INSTALLED ONSITE SHALL BE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER (EVEN IF IT RAINS ON THE WEEKEND OR HOLIDAY). THE SITE SHALL BE INSPECTED BY A QUALIFIED INSPECTOR AND CORRECTIVE ACTION TAKEN AS NECESSARY.
8. THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL INITIATE STABILIZATION MEASURES WITHIN SEVEN CALENDAR DAYS AFTER CONSTRUCTION ACTIVITY HAS CEASED ON ANY PORTION OF THE PROJECT SITE FOR ANY PORTION OF THE PROJECT. FINAL STABILIZATION IS DEFINED AS A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF GROWTH OF AT LEAST 70% OR GREATER.
9. THE SITE WORK/GRADING AND UTILITIES CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE PROJECT LIMITS IN COMPLIANCE WITH ALL JURISDICTIONAL PERMITS AND THE COUNTY'S LAND DEVELOPMENT CODE REQUIREMENTS.
10. FOR ANY LAND DISTURBANCES OF ONE ACRE OR MORE, THE CONTRACTOR SHALL SUBMIT A COMPLETED NPDES CONSTRUCTION GENERIC PERMIT (CGP) NOTICE OF INTENT (NOI) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AT LEAST 2 CALENDAR DAYS PRIOR TO COMMENCEMENT OF CLEARING, GRADING, DEMOLITION, OR OTHER CONSTRUCTION RELATED LAND DISTURBANCE ACTIVITIES.

SITE CLEARING & GRADING NOTES

THE FOLLOWING REPRESENTS MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE COUNTY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN DEEMED NECESSARY BY EXTREME CONDITIONS OR PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF EXISTING OR PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED WITHOUT PRIOR APPROVAL FROM THE COUNTY ENGINEER OR DESIGNEE. THE CONTRACTOR SHALL LOCATE THESE AREAS ON THE SITE AND BARRICADE SUCH AREAS WITH PROTECTIVE FENCING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AS NEAREST TO THE CONSTRUCTION AS POSSIBLE OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION.
2. SPECIMEN TREES, WITHIN CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SWALE AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCE WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE COUNTY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC BALE BALES, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES IN ACCORDANCE WITH THE COUNTY'S UTILITY DEPARTMENT STANDARDS.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIAL ON SUBJECT SITE, SILT FENCE SHALL BE INSTALLED:
   a. ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES.
   b. AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS.
   c. ADJACENT TO NATURAL LANDSCAPE BUFFERS.
   d. AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES.
   e. AT ANY ADDITIONAL AREAS THAT THE COUNTY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE COUNTY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED BY FIELD ACTUAL SITE VISITS AND/OR THE STANDARD REVIEW OF THE SITE-SPECIFIC GRADING PERMIT AND THROUGHOUT PROJECT CONSTRUCTION.
6. WHERE FILL MATERIALS ARE REQUIRED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN, AS A TREE PROTECTION MEASURE, A LINE OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE COUNTY IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION. WHEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN TWENTY DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD AND WATERING, AS REQUIRED.
9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND DRY SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED, INCLUDING WATERING AND TRIMMING BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED.
11. ALL BURNING OF CLEARED MATERIALS MUST BE APPROVED AND PERMITTED THROUGH THE FL FOREST SERVICE, BUNNELL OFFICE.

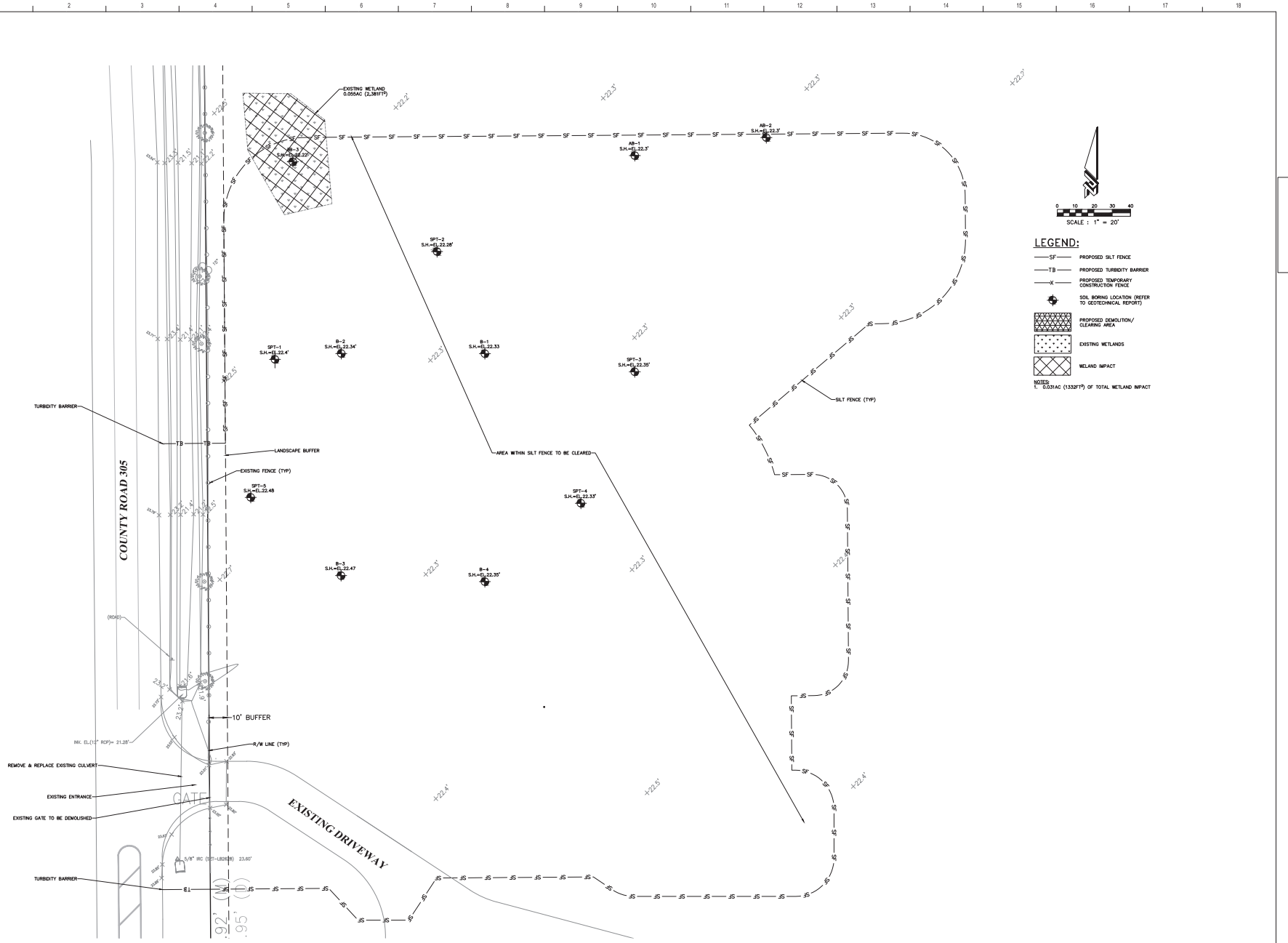
SITE CLEARING & GRADING NOTES (cont.)

12. ABSOLUTELY NO BURYING OF CLEARED & GRUBBED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED. TEMPORARY STOCKPILE SLOPES SHALL NOT EXCEED 4:1 (H:V).
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE COUNTY PRIOR TO FILLING.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER MODIFIED AASHTO T-180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THESE LOTS AT 300' INTERVALS. THESE TESTS ARE TO BE PERFORMED IN 1' VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE COUNTY UPON COMPLETION OF THE TESTS.
17. IF ANY MUCK OR ANY UNSUITABLE MATERIAL IS DISCOVERED, IT SHALL BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
18. STOCKPILING IS NOT GENERALLY PERMITTED BY THE COUNTY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF FIVE DAYS SHALL BE COVERED OR WATERED TO MINIMIZE THE ADVERSE IMPACT TO ADJACENT PROPERTY OWNERS AT NO ADDITIONAL COST TO THE COUNTY OR OWNER. SEED AND MULCH IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATION COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE COUNTY.
20. THE BASE FOR ALL ROADWAY AND PARKING LOT PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANIC OR OTHER SUBSTANCES WHICH COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORMWATER CONSTRUCTION NOTES

1. ALL SITE SPECIFIC EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) MEASURES AT A MINIMUM SHALL BE INSTALLED PRIOR TO ANY EARTH DISTURBANCE AND SHALL BE IN ACCORDANCE WITH THE EROSION PREVENTION PLANS SUPPLY, DESIGN, INSTALLATION AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, LATEST EDITION.
2. THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL ENSURE IMPLEMENTATION OF APPROVED SWPPP AND INSTALLATION OF ALL APPROVED EROSION CONTROL PRACTICES PRIOR TO ANY CONSTRUCTION ACTIVITIES. A PRECONSTRUCTION EROSION CONTROL INSPECTION SHALL BE SCHEDULED WITH COUNTY PERSONNEL PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE ACTIVITIES.
3. THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL ENSURE THAT THE NPDES CONSTRUCTION GENERIC PERMIT (CGP) NOTICE OF INTENT (NOI) AND ANY REQUIRED DEWATERING PERMITS HAVE BEEN OBTAINED OR SUBMITTED PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.
4. A COUNTY DEWATERING PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY DEWATERING OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. PERMITTABLE DEWATERING ACTIVITIES INCLUDE; THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, EXCLUDED WETLANDS, DEPRESSIONS, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT. SITE SPECIFIC DEWATERING PERMITS SHALL REQUIRE PAYMENT OF A PER ACRE FEE BASED ON THE SIZE OF THE DEWATERING AREA. DEWATERING PERMITS SHALL REQUIRE AN ANNUAL FEE BASED ON A BIANNUAL SCHEDULE OF DEWATERING ACTIVITIES DISCHARGING DIRECTLY INTO THE COUNTY'S MS4. IF NEW STORMWATER CONVEYANCE SYSTEMS ARE CONSTRUCTED, CREDITS TO BE APPLIED TO DIRECTLY THROUGH ETRAKIT. FEES ARE SUBJECT TO ARTICLE 7, SECTION 7.2 OF THE LAND DEVELOPMENT CODE A

APPROVED



LEGEND:

- SF — PROPOSED SILT FENCE
- TB — PROPOSED TURBIDITY BARRIER
- X — PROPOSED TEMPORARY CONSTRUCTION FENCE
- SOIL BORING LOCATION (REFER TO GEOTECHNICAL REPORT)
- PROPOSED DEMOLITION/ CLEARING AREA
- EXISTING WETLANDS
- WELAND IMPACT

NOTES
1. 0.031AC (1332FT²) OF TOTAL WETLAND IMPACT

C101 DEMOLITION & EROSION CONTROL PLAN
1" = 20'-0"

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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REVISIONS		
MARK	DESCRIPTION	DATE
1	09/26/24 SDA 60% COMMENTS PER GAY	

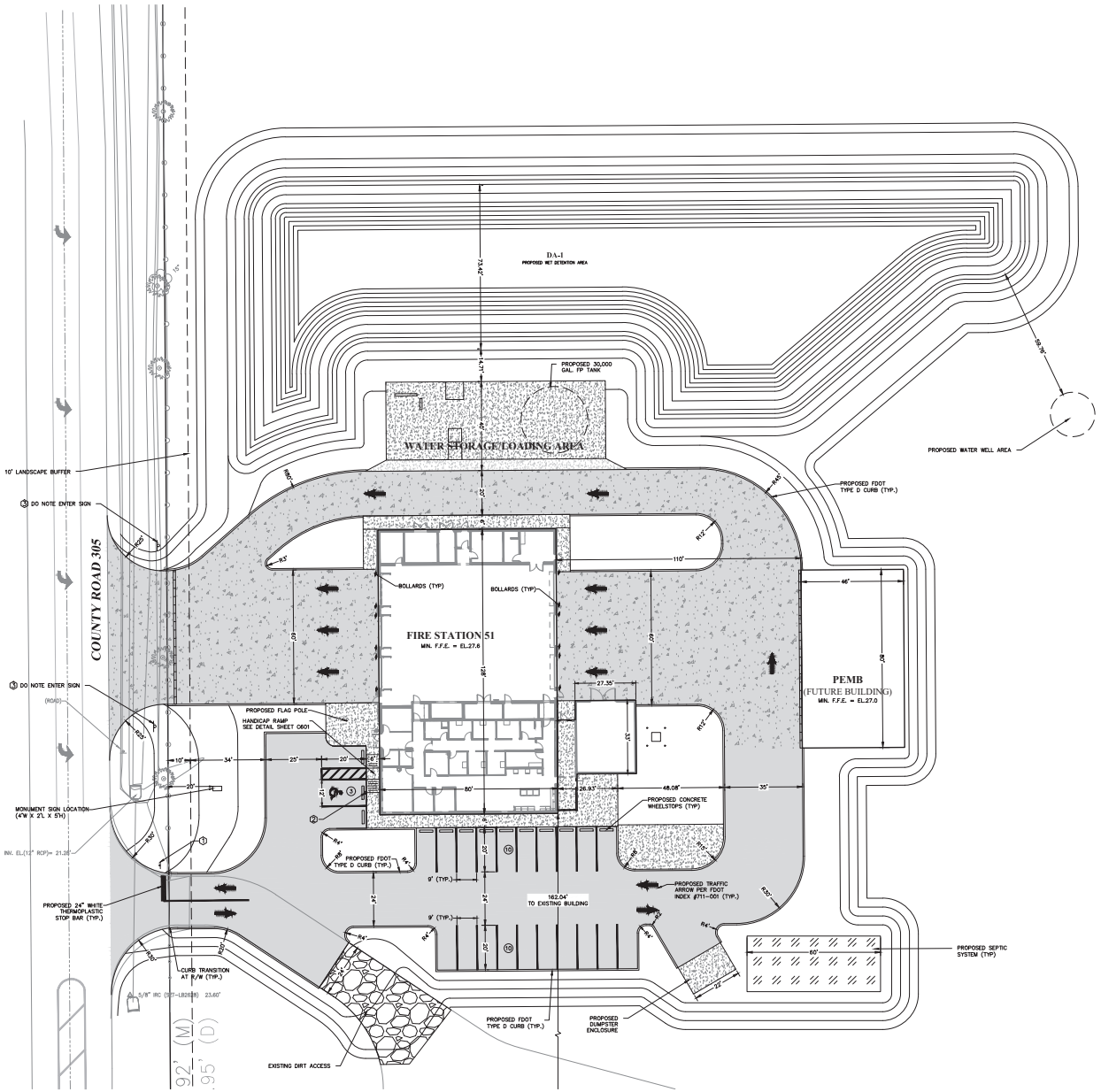
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DEMOLITION & EROSION CONTROL PLAN

C101
60% CONSTRUCTION DOCUMENTS

NOT RELEASED FOR CONSTRUCTION

APPROVED



SCALE : 1" = 20'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED 4" CONCRETE
- PROPOSED 6" HEAVY DUTY CONCRETE
- PROPOSED GRAVEL/BASE
- PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED STREET LIGHT
- PROPOSED TRAFFIC SIGN
- PROPOSED TRAFFIC ARROWS
- R1-1 (30"x30")
- FTP-20-06 (12"x18")
- FTP-22-06 (12"x4")
- R5-1

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

SCHENKEL SHULTZ
200 E. Robinson Street
Suite 300
Orlando, FL 32801
voice 407-872-2322
SS Lic. No. AA-C000937
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REVISIONS		
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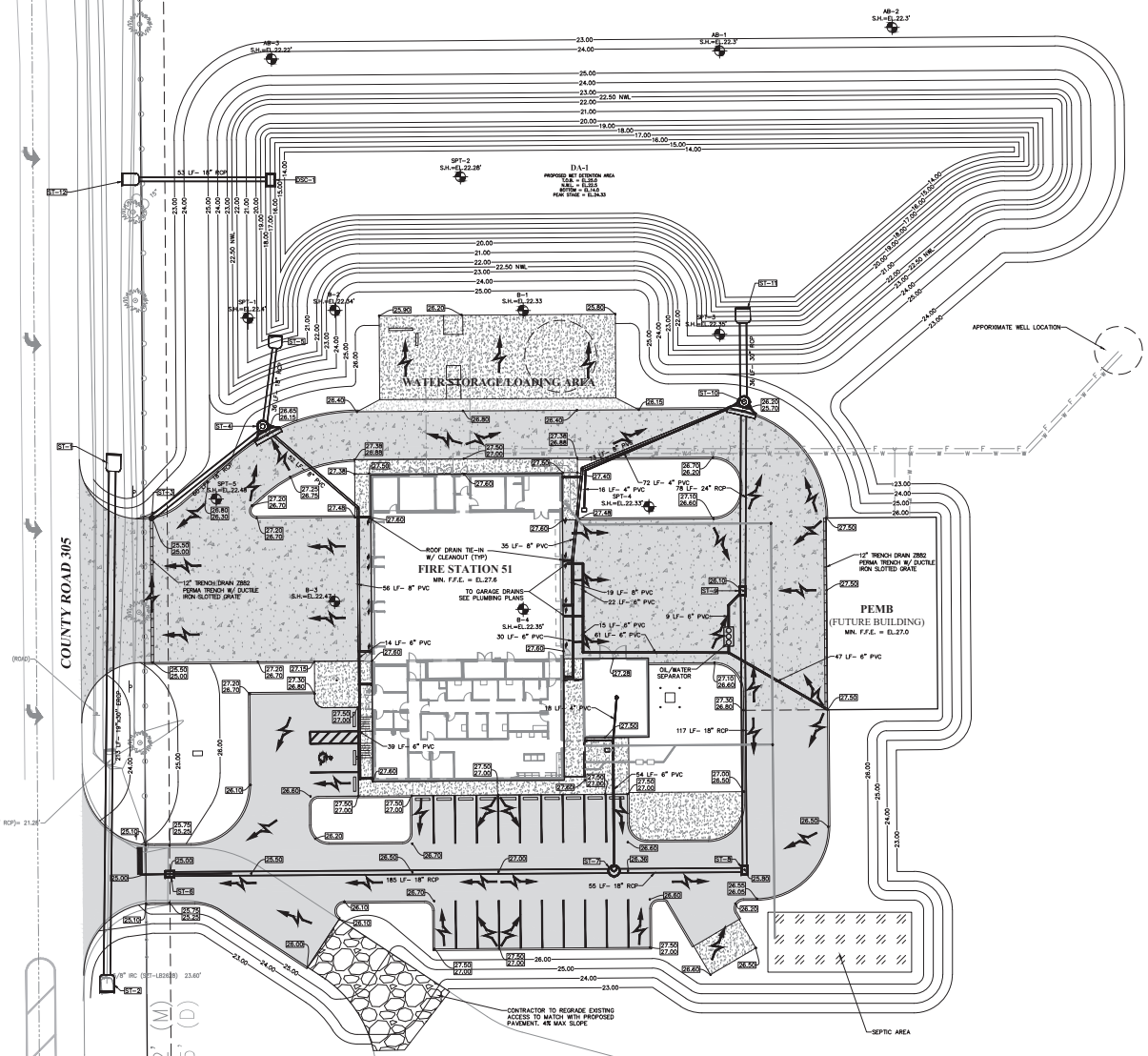
OVERALL SITE LAYOUT PLAN

C201
90% CONSTRUCTION DOCUMENTS

NOT RELEASED FOR CONSTRUCTION

C201 OVERALL SITE LAYOUT PLAN
1" = 20'-0"

APPROVED



SCALE : 1" = 20'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED 4" CONCRETE
- PROPOSED 6" HEAVY DUTY CONCRETE
- PROPOSED GRAVEL/BASE
- SOIL BORING LOCATION (REFER TO GEOTECHNICAL REPORT)
- PROPOSED STORMWATER INLET
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- E.G. EXISTING GRADE LABEL
- FFE PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION

NOTES:
1. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
2. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC SECTION: APPENDIX C 4.06.06.

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DSC-1	TYPE E INLET INDEX NO. 425-052	25.17	22.50 (W) 18" RCP
ST-1	MES (18" X 30") INDEX NO. 430-021	–	21.20 (S) 19"x30" ERCP
ST-2	MES (18" X 30") INDEX NO. 430-021	–	21.50 (N) 19"x30" ERCP
ST-3	18" YARD DRAIN WITH CIRCULAR GRATE	25.00	22.00 (NE) 18" RCP
ST-4	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM INDEX NO. 425-020	26.65	20.95 (N) 18" RCP 20.95 (SW) 18" RCP 23.00 (SE) 8" PVC
ST-5	MES (24") INDEX NO. 430-021	–	20.50 (S) 18" RCP
ST-6	TYPE C INLET INDEX NO. 425-052	25.02	22.35 (E) 18" RCP
ST-7	MANHOLE (48" DIA.) INDEX NO. 425-001	26.40	20.65 (E) 18" RCP 20.65 (W) 18" RCP 23.00 (N) 6" PVC
ST-8	TYPE C INLET INDEX NO. 425-052	25.80	20.10 (N) 18" RCP 20.10 (W) 18" RCP
ST-9	TYPE C INLET INDEX NO. 425-052	26.10	18.90 (N) 24" RCP 18.90 (S) 18" RCP 22.00 (SW) 6" PVC
ST-10	TYPE 4 CURB INLET WITH 48" DIA. J BOTTOM INDEX NO. 425-020	26.20	18.10 (N) 30" RCP 18.10 (S) 24" RCP 21.50 (W) 6" PVC 22.50 (SW) 4" PVC
ST-11	MES (30") INDEX NO. 430-021	–	17.70 (S) 30" RCP
ST-12	MES (18") INDEX NO. 430-021	–	21.70 (E) 18" RCP

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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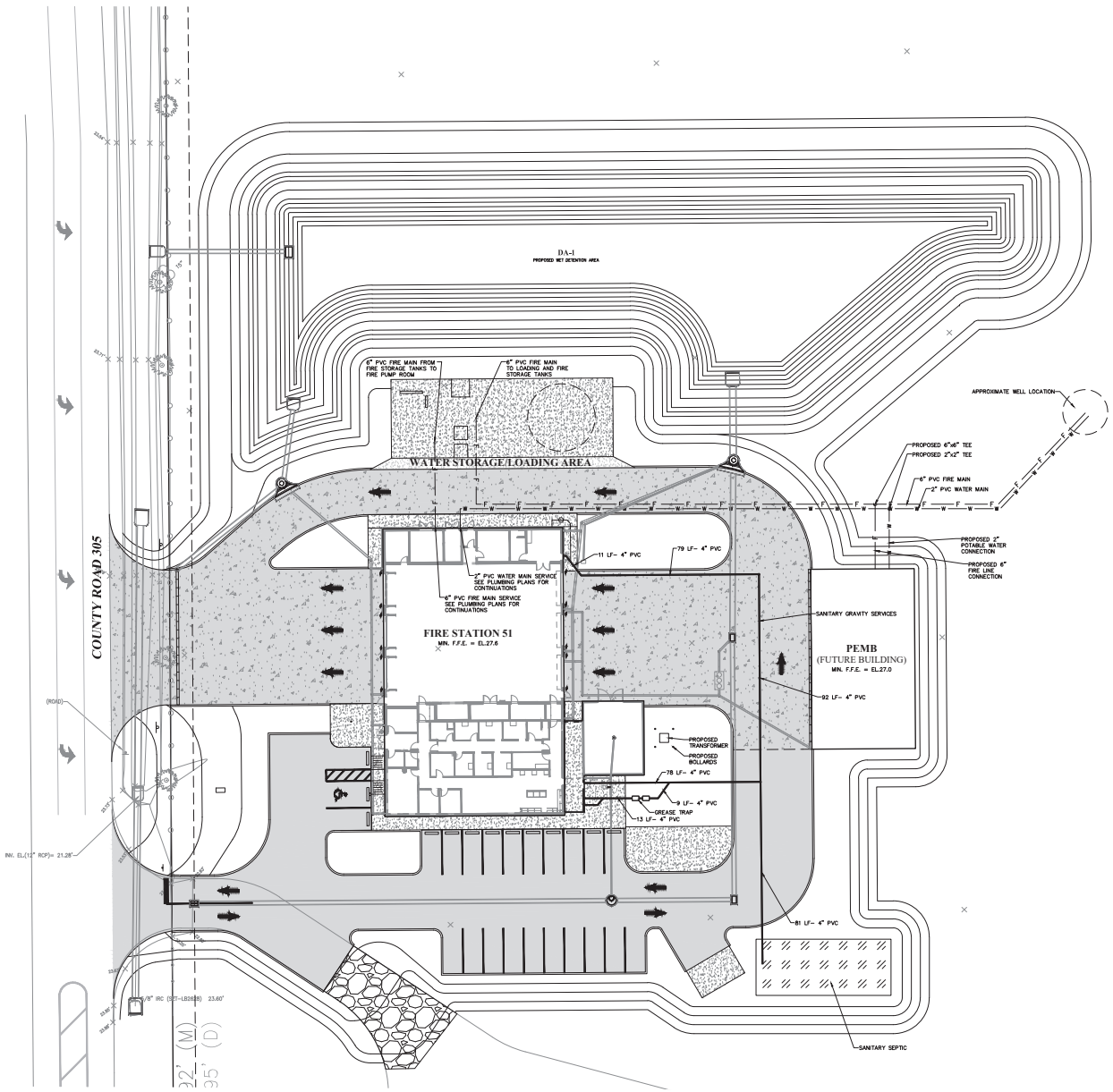
PAVING, GRADING & DRAINAGE PLAN

C401 PAVING, GRADING & DRAINAGE PLAN
1" = 20'-0"

C401
90% CONSTRUCTION DOCUMENTS

NOT RELEASED FOR CONSTRUCTION

APPROVED



SCALE : 1" = 20'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED 4" CONCRETE
- PROPOSED 6" HEAVY DUTY CONCRETE
- PROPOSED GRAVEL/BASE
- PROPOSED SANITARY MAIN AND MANHOLE
- SS PROPOSED SANITARY SERVICE
- W PROPOSED WATERMAIN
- F PROPOSED FIRE MAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED STREET LIGHT

C501 | UTILTIY PLAN

1" = 20'-0"

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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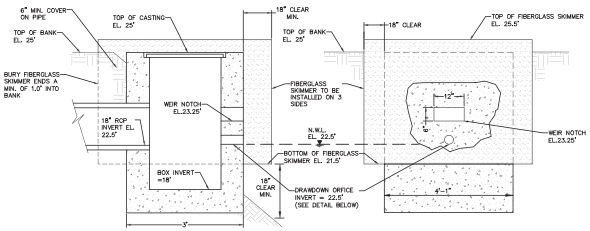
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UTILTIY PLAN

C501
90% CONSTRUCTION DOCUMENTS

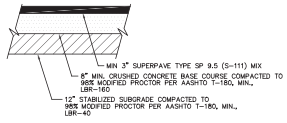
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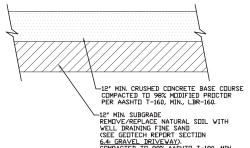
D.C.S.#1 DRAINAGE CONTROL STRUCTURE W/ FIBERGLASS SKIMMER MODIFIED FDOT "C" INLET

N.T.S.



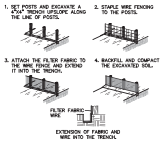
HEAVY DUTY ASPHALT PAVEMENT SECTION

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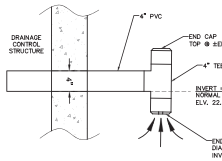
STABILIZED ROAD SECTION

N.T.S.



SILT FENCE CONSTRUCTION

N.T.S.

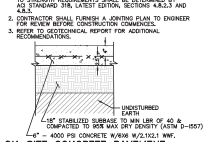


PIPED DRAWDOWN ORIFICE DETAIL

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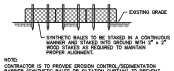
NOTES:

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS, CONFORMANCE TO STRENGTH REQUIREMENTS SHALL BE DETERMINED BY ASTM STANDARD 318, LATEST EDITION, SECTIONS 4.8.2.3 AND 4.8.3.
2. CONTRACTOR SHALL FURNISH A JOINTING PLAN TO ENGINEER FOR REVIEW BEFORE CONSTRUCTION COMMENCES.
3. REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL RECOMMENDATIONS.



ON-SITE CONCRETE PAVEMENT SECTION

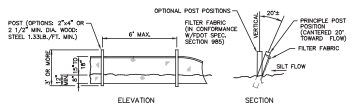
N.T.S.



NOTES:
CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SYNTHETIC BALES OR SILTATION CURTAINS) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS OR DRAINAGE SYSTEMS, WATERWAYS, LAKES, PONDS, OR ANY STREAM, MARSH OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTROL ALL CONSTRUCTION RELATED TRAFFIC SO AS TO ENTER AND EXIT THE SITE ONLY AT STABILIZED CONSTRUCTION ENTRANCE(S) PROVIDED. ANY SEDIMENT TRACKED ONTO PAVED ROADWAYS OR OTHER AREAS SHALL BE REMOVED BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC. THE CONTRACTOR IS TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR LOCAL AUTHORITIES.

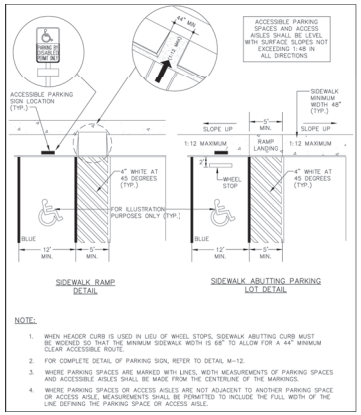
SEDIMENT BARRIER

N.T.S.



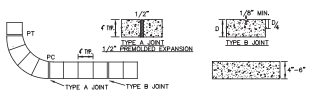
TYPE III SILT FENCE DETAIL

N.T.S.



ACCESSIBLE PARKING DETAIL

N.T.S.

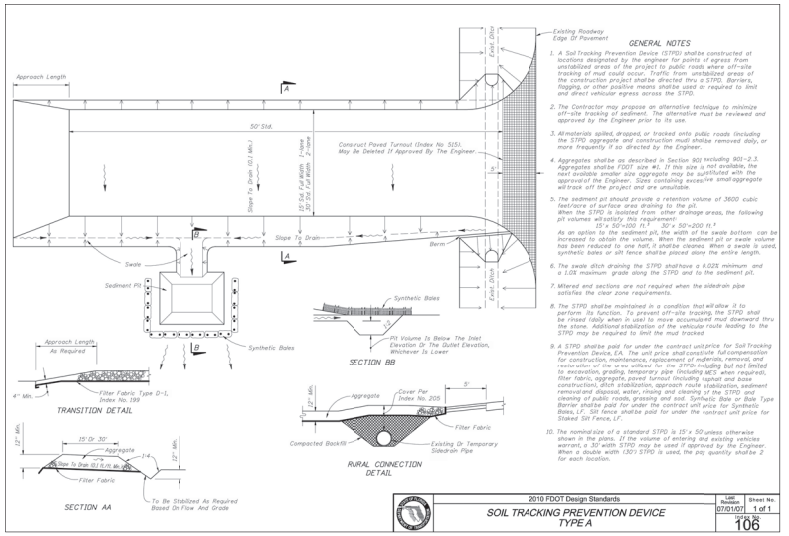


SIDEWALK CONSTRUCTION REQUIREMENTS

1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
2. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT OR CURB UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, AND AT HELPER EDGE PEDESTRIAN SECTION FORM SECTIONS WHICH WILL ENCOUNTER FIXED OBJECTS. SEPARATE FREE-STANDING SECTIONS OF FRESH CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FURTHER APART THAN 100 FEET IN SIDEWALKS AND WALKPATHS. JOINT MATERIAL SHALL BE AS SPECIFIED IN F.D.O.T. STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD AND DECCA-DRAIN STYLE POOL DRAINS ARE STRICTLY PROHIBITED.
5. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 5 FEET WHICHEVER IS GREATEST.
6. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
7. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
8. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
10. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
11. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.
12. SUBSEQUENT TO SIDEWALK INSTALLATION ALL CONCRETE DEBRIS IS TO BE REMOVED AND DISPOSED OF IN A LAWFUL MANNER.

CONCRETE SIDEWALK

N.T.S.



FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
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REVISIONS		
MARK	DESCRIPTION	DATE

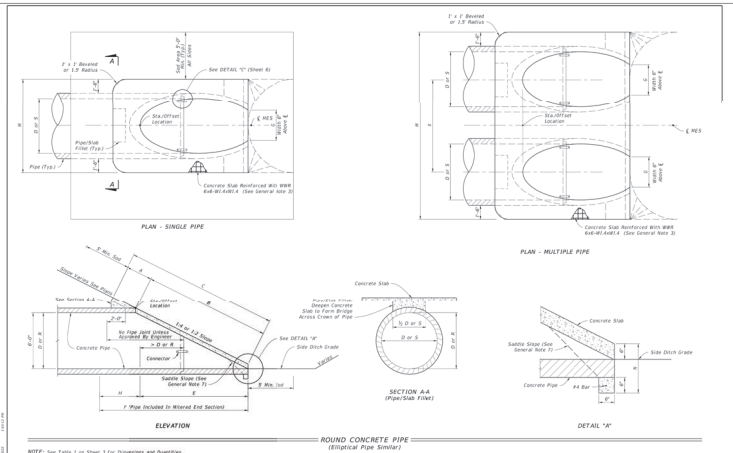
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CONSTRUCTION DETAILS

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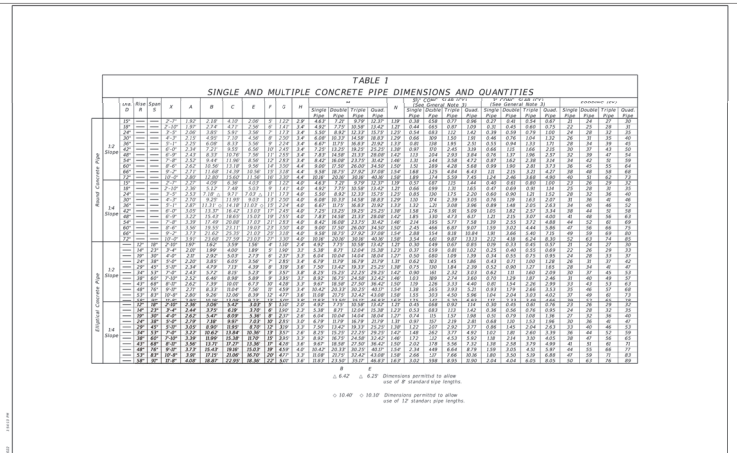
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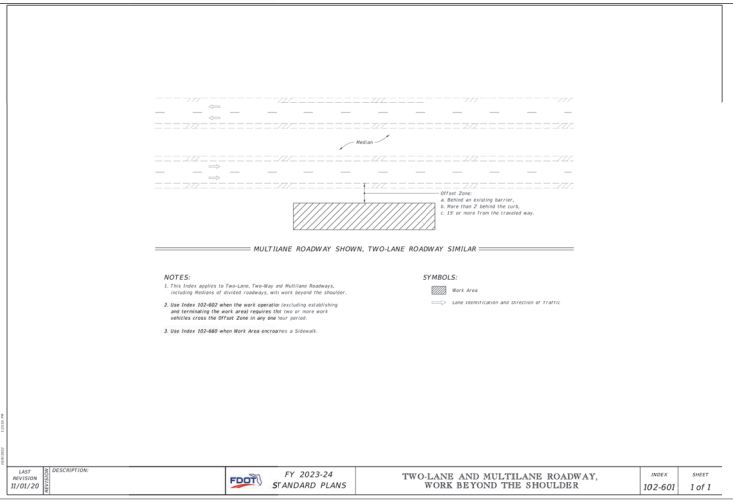
SINGLE AND MULTIPLE CONCRETE PIPE

LAST REVISION 11/01/19	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	INDEX 430-021	SHEET 2 of 6

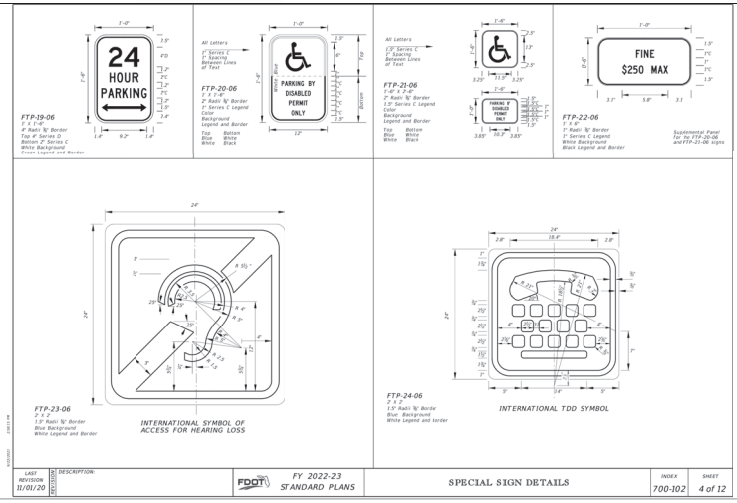


CONCRETE PIPE DIMENSIONS AND QUANTITIES

LAST REVISION 11/01/19	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	INDEX 430-021	SHEET 3 of 6



LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX 102-601	SHEET 1 of 1



LAST REVISION 11/01/20	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	SPECIAL SIGN DETAILS	INDEX 700-102	SHEET 4 of 12

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
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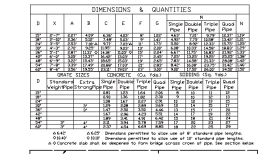
CONSTRUCTION DETAILS

C602 CONSTRUCTION DETAILS
N.T.S.

C602
90% CONSTRUCTION DOCUMENTS
NOT RELEASED FOR CONSTRUCTION

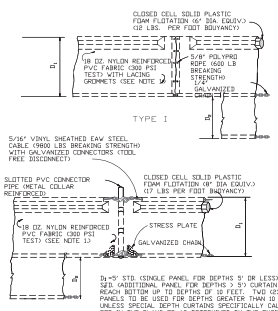
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APPROVED



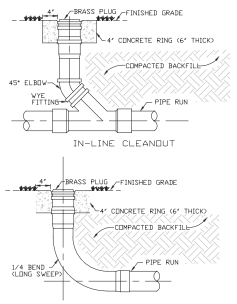
MITERED END SECTION DETAIL

N.T.S.



FLOATING TURBIDITY BARRIER DETAIL

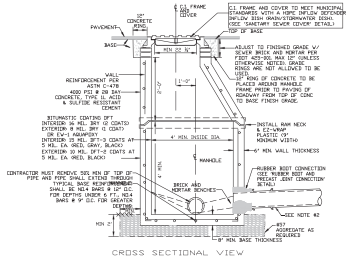
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NOTE:
CONCRETE COLLAR REQUIRED IN UNPAVED AREAS

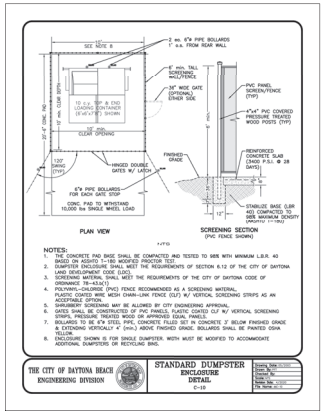
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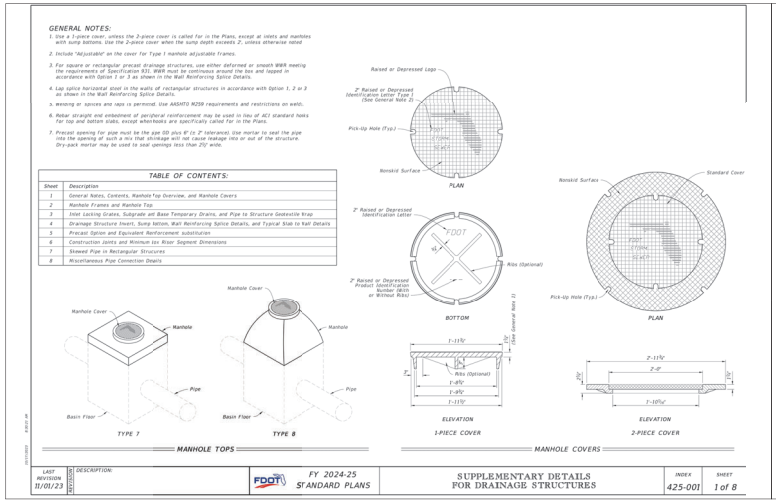
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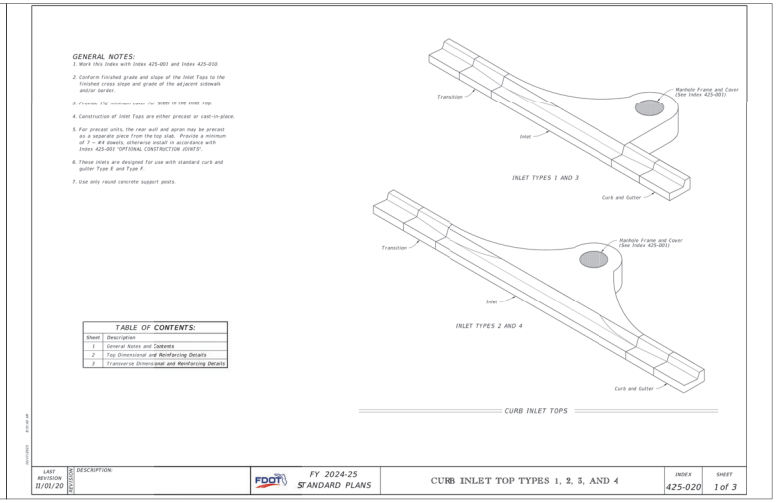


SANITARY SEWER MANHOLE DETAIL

N.T.S.







FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL FL 32110

SCHENKEL SHULTZ
200 E. Robinson Street
Suite 300
Orlando, FL 32801
voice 407-872-3322
SS Lic. No. AA-C000937
www.schenkelshultz.com

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BBM STRUCTURAL
ICI ASSOCIATES
CMTA
ZEVCOHEN & ASSOCIATES INC.

REVISIONS		
MARK	DESCRIPTION	DATE

COMM. NO.: 2022827
ISSUE DATE: 01/27/2025
DRAWN BY: SA

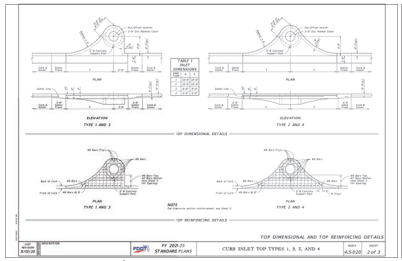
CONSTRUCTION DETAILS

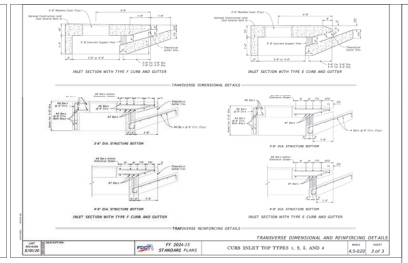
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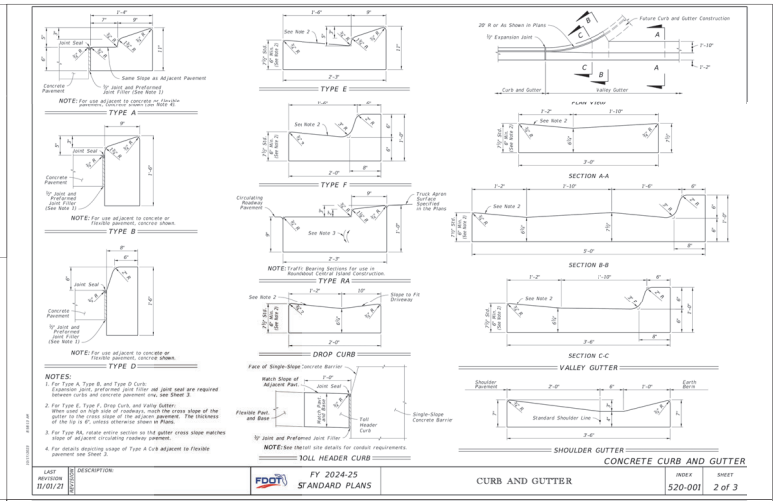
C603
90% CONSTRUCTION DOCUMENTS

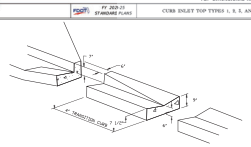
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APPROVED







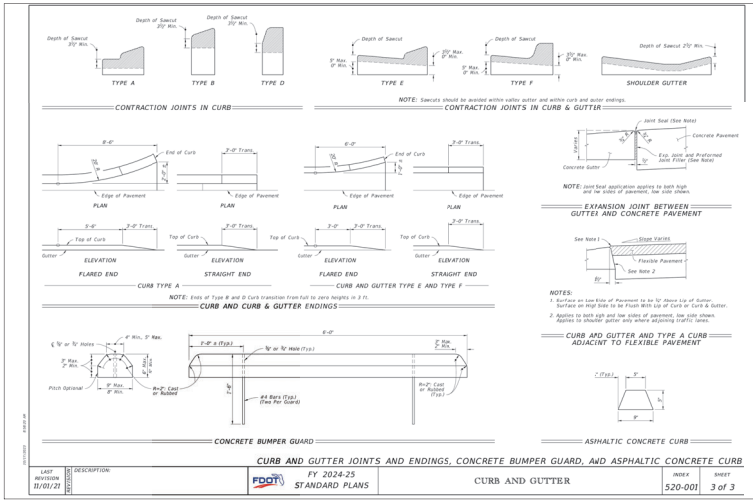


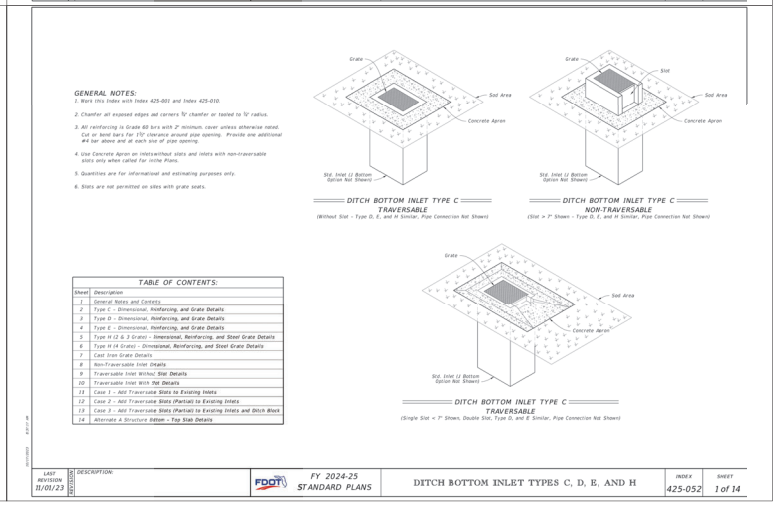
GENERAL NOTES:
1. ALL STEEL BARS SHALL BE TIED TOGETHER.
2. CHAMFER ALL EXPOSED EDGES AND CORNERS ¾".
3. REINFORCING STEEL SHALL BE GRADE 40 OR 60.
4. ALL STEEL BARS SHALL HAVE 1 ½" MINIMUM COVER.

TRANSITION CURB DETAIL



STORM CURB INLET
FDOT TYPE 4
ST-21





FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL FL 32110

SCHENKEL SHULTZ
200 E. Robinson Street
Suite 300
Orlando, FL 32801
voice 407-872-3322
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REVISIONS		
MARK	DESCRIPTION	DATE

COMM. NO.: 2022827
ISSUE DATE: 01/27/2025
DRAWN BY: SA

CONSTRUCTION DETAILS

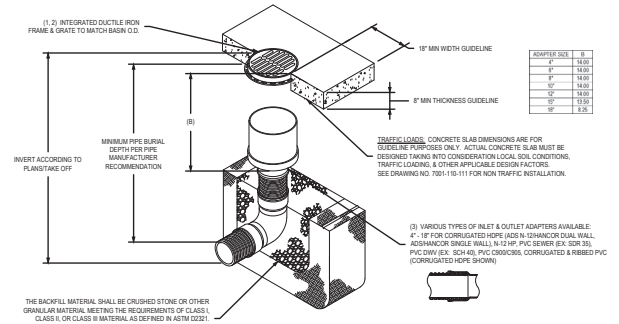
C604 CONSTRUCTION DETAILS
N.T.S.

C604
90% CONSTRUCTION DOCUMENTS

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APPROVED

NYLOPLAST 18" INLINE DRAIN: 2718AG _ _ X



ADAPTER SIZE	B
4"	14.00
6"	14.00
8"	14.00
10"	14.00
12"	14.00
15"	13.50
18"	9.25

TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS. SEE DRAWING NO. 7001-110-111 FOR NON TRAFFIC INSTALLATION.

(3) VARIOUS TYPES OF INLET & OUTLET ADAPTERS AVAILABLE: 4" - 18" FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL, ADS/HANCOR SINGLE WALL), N-12 HP, PVC SEWER (EX: SDR 35), PVC DWV (EX: SCH 40), PVC C900/C905, CORRUGATED & RIBBED PVC (CORRUGATED HDPE SHOWN)

GRATE OPTIONS	LOAD RATING	PART #	DRAWING #
PEDESTRIAN	MEETS H-10	1899CGP	7001-119-212
STANDARD	MEETS H-20	1899CGS	7001-119-213
SOLID COVER	MEETS H-20	1899CGC	7001-119-214
DOME	N/A	1899CGD	7001-119-215
DROP IN GRATE	LIGHT DUTY	1891D	7001-119-074

1 - GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
3 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER.
4 - DIMENSIONS ARE FOR REFERENCE ONLY. ACTUAL DIMENSIONS MAY VARY.
5 - DIMENSIONS ARE IN INCHES
6 - SEE DRAWING NO. 7001-110-276 FOR ADS N-12 & HANCOR DUAL WALL BELL INFORMATION & DRAWING NO. 7001-110-364 FOR N-12 HP BELL INFORMATION.

THIS PRINT DISCLOSES SUBJECT MATTER IN WHICH NYLOPLAST HAS PROPRIETARY RIGHTS. THE RECEIPT OR POSSESSION OF THIS PRINT DOES NOT CONFER, TRANSFER, OR LICENSE THE USE OF THE DESIGN OR TECHNICAL INFORMATION SHOWN HEREIN. REPRODUCTION OF THIS PRINT OR ANY INFORMATION CONTAINED HEREIN, OR MANUFACTURE OF ANY ARTICLE HEREFROM, FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLOPLAST.

DRAWN BY	EBC
DATE	04-03-06
REVISED BY	NMH
DATE	03-15-16
DWG SIZE	A
MATERIAL	
PROJECT NO./NAME	
SCALE	1:30
SHEET	1 OF 1

ADS Nyloplast
3130 VERONA AVE
BUFORD, GA 30518
PHN (770) 932-2443
FAX (770) 932-2489
www.nyloplast-us.com

TITLE: 18 IN INLINE DRAIN QUICK SPEC INSTALLATION DETAIL

DWG NO. 7003-110-027 REV E

C605 CONSTRUCTION DETAILS
N.T.S.

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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200 E. Robinson Street
Suite 300
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voice 407-872-3322
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CCI ASSOCIATES
CMTA
ZEVCOHEN & ASSOCIATES INC.

REVISIONS		
MARK	DESCRIPTION	DATE

COMM. NO.: 2022827
ISSUE DATE: 01/27/2025
DRAWN BY: SA

CONSTRUCTION DETAILS

C605
90% CONSTRUCTION DOCUMENTS

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6/2/2025 7:54:06 AM
R:\22158 - FLAGLER FIRE STATION 51\FINAL ENGINEERING PLANS\CAD\DWG\SHEET_22158 DETAILS

Attachment 3

APPLICATION FOR REVIEW

FLAGLER COUNTY, FLORIDA
1769 E. Moody Boulevard, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project #: _____

PROPERTY OWNER(S):			
	Name(s): Flagler County Goverment / Hamid Tabassian, P.E.		
	Mailing Address: 1769 East Moody Boulevard, Bldg. 2		
	City: Bunnell	State: FL	Zip: 32110
	Telephone Number 386- 313-4011		Fax Number

APPLICANT(S):			
	Name(s): Zev Cohen & Associates, Inc / Randy Hudak, P.E		
	Mailing Address: 300 Interchange Blvd Suite C		
	City: Ormond Beach	*State:* FL	*Zip:* 32174
	Telephone Number 386-677-2482		*Fax Number*
	E-Mail Address: rhudak@zevcohen.com		

SUBJECT PROPERTY:			
	SITE LOCATION (*street address*): 245 County Rd. 305 Bunnell FL, 32110		
	LEGAL DESCRIPTION: *(briefly describe, do not use "see attached")*		
	Parcel # (*tax ID #*): 1012290000010400021		
	Parcel Size: 4.20		
	Current Zoning Classification: AC		
	Current Future Land Use Designation AC		
	Subject to A1A Scenic Corridor?	☐ YES	☑ NO

PURPOSE OF SUBMISSION / PROJECT DATA: Flagler County Fire Station 51

Site Plan approval for proposed County Fire Station

_____ 1/28/2025

Signature of Owner(s) or Applicant/Agent if Owner Authorization form attached — Date

****OFFICIAL USE ONLY****

PLANNING BOARD RECOMMENDATION/ACTION:

APPROVED [ ]
*APPROVED WITH CONDITIONS [ ]
DENIED [ ]

Signature of Chairman: _____

Date: _____ *approved with conditions, see attached.

****OFFICIAL USE ONLY****

BOARD OF COUNTY COMMISSIONERS ACTION:

APPROVED [ ]
*APPROVED WITH CONDITIONS [ ]
DENIED [ ]

Signature of Chairman: _____

Date: _____ *approved with conditions, see attached.

Owner's Authorization for Applicant/Agent

FLAGLER COUNTY, FLORIDA
1769 E. Moody Boulevard, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project #_____

Zev Cohen & Associates, Inc. / Randy Hudak, P.E., is hereby authorized TO ACT ON BEHALF OF Flagler County Government, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Flagler County, Florida for an application for Development Permits.

(ALL PERSONS, WHO'S NAMES APPEAR ON THE DEED MUST SIGN)

By: _____
Signature of Owner

Hamid Tabassian / County Engineer
Printed Name of Owner / Title (if owner is corporation or partnership)

_____
Signature of Owner

_____
Printed Name of Owner

Address of Owner: Telephone Number (incl. area code)

1769 East Moody Boulevard, Bldg. 2 386- 313-4011
Mailing Address

Bunnell FL 32110
City State Zip

STATE OF Florida
COUNTY OF Flagler

The foregoing was acknowledged before me this 22nd day of January, 2025 by Hamid Tabassian and N/A who is/are personally known to me or who has produced _____ as identification, and who (did) / (did not) take an oath.

LAUREN CUMBER
Notary Public
State of Florida
Comm# HH240452
Expires 6/16/2026

_____
Signature of Notary Public (Notary Stamp)

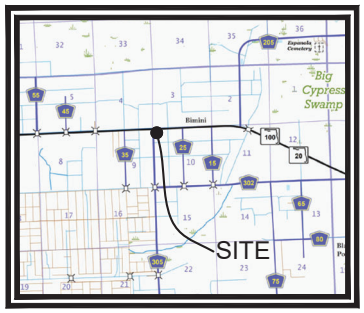
http://www.flaglercounty.org/doc/dpt/centprmt/landdev/owner%20auth.pdf
Revised 5/08

01/29/2025 03:33 pm IP:[24.173.163.2] Packet No: 11860

BOUNDARY & TOPOGRAPHIC SURVEY

CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA





LOCATION MAP

Not to Scale

Legal Description (O.R.B. 2240, PG. 928):

A parcel of land located in Section 10, Township 12 South, Range 29 East, being more particularly described as follows: A point of reference being the North West corner of Section 10, Township 12 South, Range 29 East, thence South 00°24'32" East a distance of 100.01 feet to the South right-of-way of State Road 100 (100 ROW) feet. Thence North 88°53'07" East a distance of 50.00' to the Point of Beginning of this description. Thence continue North 88°53'07" East, a distance of 672.00 feet. Thence South 00°23'31" East, a distance of 726.396 feet, thence North 88°53'07" East a distance 599.72 feet. Thence South 00°23'31" East a distance of 490.378 feet. Thence South 88°58'02" West a distance of 1271.32 feet. Thence North 00°24'32" West a distance of 1214.95 feet to the Point of Beginning of this description, all lying in Flagler County, Florida. Less and except ROW of State Road 100 and County Road 305.

SURVEYOR'S NOTES:

1. THIS IS A PARTIAL TOPOGRAPHIC AND BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE. THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING, AS SET FORTH THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

2. LEGAL DESCRIPTION PROVIDED BY THE CLIENT. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THE SURVEYOR.

3. BEARINGS AND COORDINATES AS SHOWN HEREON ARE REFERENCED TO THE FLORIDA EAST ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83) ADJUSTMENT OF 2011 AND WERE ESTABLISHED BY REDUNDANT GPS OBSERVATIONS UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE BEARING BASE IS BASED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 100.

4. LOCATION OF IMPROVEMENTS SHOWN HEREON WERE OBSERVED UTILIZING REAL TIME KINEMATIC (RTK) GPS PROCEDURES WHICH MEET OR EXCEED THIRD ORDER CLASS 1 SPECIFICATIONS AS WELL AS A TRIMBLE S-6 ROBOTIC TOTAL STATION.

5. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND BASED FROM NATIONAL GEODETIC SURVEY PUBLISHED BENCHMARK "HUNTER RM 1" (AJ6896).

6. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP(S) IS FOR INFORMATIONAL PURPOSE ONLY AND IS NOT VALID.

7. ADDITIONS OR DELETIONS TO THE SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ABBREVIATIONS

CLF = Chain Link Fence
CORS = Continuous Operating Reference Station
(D) = Deed
EL. = Elevation
EP = Edge of Pavement
INV. = Invert
IRC = Iron Rod & Cap
LB = Licensed Business
(M) = Field Measured
OHW = Overhead Wire
O.R.B. = Official Record Book
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
R/W = Right of Way
RCP = Reinforced Concrete Pipe
TOB = Top of Bank
TOS = Toe of Slope

LEGEND

= Guy Anchor
= Wood Power Pole
= Fiber Marker Post
= Sign
= Cabbage Palm Tree
= Magnolia Tree

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey meets the "Standards of Practice" as set forth in Rule 5J-17 of the Florida Administrative Code.

11/22/2022
Date of Last Field Work

SIGNATURE
Chris J. Lindstedt
Florida Surveyor and Mapper No. 6372
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Base Line Land Surveyors, Inc.
Florida Certificate of Authorization Number 2628
(LB 2628 = Licensed Business Number 2628)

BLS
BASE LINE LAND SURVEYORS
1535 I AMBERBEAM BLVD.
WINTER GARDEN, FL. 34787
321.377.0390 · L.B. 2628

DRAWN:	CHECKED:	DWG DATE:	SCALE:
DJI	CJL	28NOV22	1" = 60'

FIELD PERSON(S):
FIELD DATE(S):
FIELD BOOK(S):
PAGE(S):
DATA COLLECTOR FILE(S):

PROJECT NO: FLAGLER COUNTY FIRE STATION
DRAWING NAME: DWG

MARK	DESCRIPTION	DATE	APPR.

LAYOUT: 36x24

245 COUNTY ROAD 305
BUNNELL, FL 32110

SHEET IDENTIFICATION
V-101
1 OF 1

DRAWING: D:\FPROJ\2022\Somerset Shutts-Flagler County Fire Station\CAD\Flagler_County_Fire_Station.dwg

01/26/2023 03:33 pm EP [24.173.163.2] Packet No: 11860



A1 FLOOR PLAN

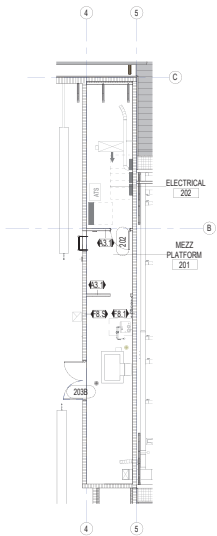
1/8" = 1'-0"

GENERAL NOTES:

1. ALL EXTERIOR WALLS TO BE CONTINUOUSLY INSULATED R-30 MIN.
2. ALL FLOORS WITH DRAINS SHALL SLOPE TO THE FLOOR DRAINS; CONTRACTOR TO COORDINATE LOCATIONS WITH PLUMBING AT OTHER ROOMS AND PROVIDE POSITIVE FINISHED SLOPE, TYP.

ROOM SCHEDULE

Number	Name	Area
101	LOBBY	103 SF
102	SHERIFFS OFFICE	143 SF
103	PUBLIC RESTROOM	53 SF
104	MAIN CORRIDOR	236 SF
105	JANITOR	40 SF
106	FITNESS ROOM	273 SF
107	OFFICE	97 SF
108	OFFICE	98 SF
109	STORAGE	108 SF
110	DAYROOM	256 SF
111	DINING	165 SF
112	KITCHEN	342 SF
113	CORRIDOR	148 SF
114	CLEAN LAUNDRY	118 SF
115	DORM CORRIDOR	232 SF
116	RESTROOM	73 SF
117	DORM 4	84 SF
118	DORM 1	84 SF
119	DORM 5	84 SF
120	DORM 2	84 SF
121	DORM 6	84 SF
122	DORM 3	84 SF
123	RESTROOM	79 SF
124	AIR LOCK	49 SF
125	MEDICAL STORAGE	119 SF
126	IT/COMM	108 SF
127	AIR LOCK	48 SF
128	APPARATUS BAY	4813 SF
128A	WORKSHOP	98 SF
129	DECON	208 SF
130	DECON RESTROOM	83 SF
131	PPE/GEAR STORAGE	197 SF
132	WATER PUMP	103 SF
133	FIRE PUMP	206 SF
134	SCBA	145 SF
135	SERVICE YARD	834 SF
136	BIOHAZARD WASTE	42 SF
137	COVERED PORCH	328 SF
201	MEZZ PLATFORM	74 SF
202	ELECTRICAL	169 SF
203	MECHANICAL	220 SF



A13 FLOOR PLAN MEZZANINE

1/8" = 1'-0"

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

SCHENKEL SHULTZ
2601 Eastmoor Forest Circle, Suite 300
Orlando, FL 32803 USA
voice (407) 872-3649
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JCI ASSOCIATES | CMTA
ZEVCOHEN & ASSOCIATES, INC.

REVISIONS		
MARK	DESCRIPTION	DATE

COMM. NO.: 2022827
ISSUE DATE: 02/28/2025
DRAWN BY: AS

ARCHITECTURAL FLOOR PLAN

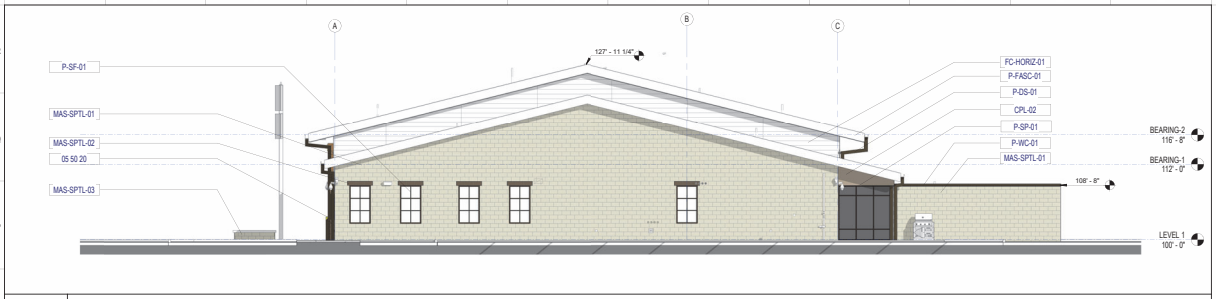
A101

90% CONSTRUCTION DOCUMENTS

NOT RELEASED FOR CONSTRUCTION

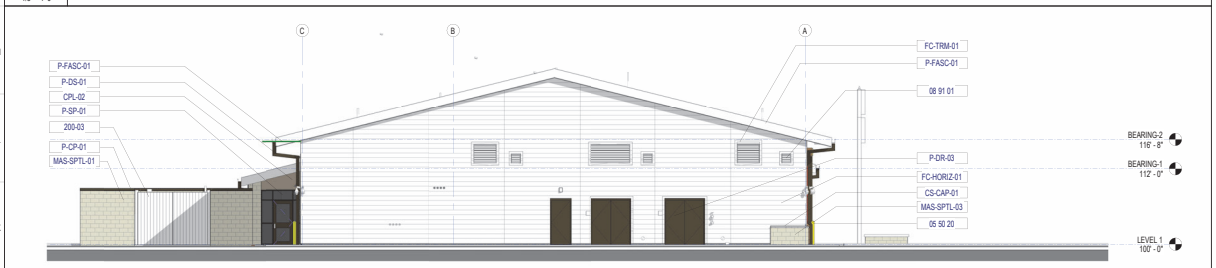
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01/29/2025 03:56 pm 01:QA 173.163.2] Packet No: 119860



N18 SIDE ELEVATION - STATION

1/8" = 1'-0"



J18 APPARATTUS BAY SIDE ELEVATION - STATION

1/8" = 1'-0"



E18 BACK ELEVATION - STATION

1/8" = 1'-0"



A18 FRONT ELEVATION - STATION

1/8" = 1'-0"

KEYNOTE LEGEND	
KEYNOTE	DESCRIPTION
05 50 20	STEEL PIPE BOLLARD
08 91 01	FIXED ALUMINUM. LOUVER
200-01	3'-0" X 3'-0" FIRE DEPARTMENT GRAPHIC LOGO
200-03	VERTICAL PAINTED ALUMINUM LOUVERED PANELS ON STEEL ANGLE FRAMES, GATE. TYP.
CP-TRIM-01	PRE-SHAPED ARCHITECTURAL FORM - FAUX WOOD COLUMN & LINTEL
CPL-02	PAINTED CEMENT PLASTER OVER PAPER-BACKED METAL LATH OVER FLUID-APPLIED AIR AND WATER BARRIER SYSTEM OVER 5/8" GLASS MAT EXTERIOR GYPSUM BOARD SHEATHING OVER COLD-FORMED METAL FRAMING
CS-CAP-01	CAST STONE WATER TABLE
FC-HORIZ-01	HORIZONTAL PRE-MANUFACTURED FIBER CEMENT LAP SIDING OVER 2" METAL "Z" CLIPS AT 16" O.C. OVER FLUID-APPLIED AIR AND WATER BARRIER OVER CMU
FC-SOFFIT-01	FIBER CEMENT SOFFIT WITH WALL WASHER LIGHT FIXTURE CENTER ON SIGNAGE. SEE REFLECTED CEILING PLANS
FC-TRM-01	PRE-MANUFACTURED FIBER CEMENT TRIM BOARD
MAS-SPTL-01	SPLIT FACE CMU BLOCK WITH ELASTOMERIC PAINT
MAS-SPTL-02	SPLIT FACE ACCENT WITH ELASTOMERIC PAINT
MAS-SPTL-03	SPLIT FACE VENEER WITH ELASTOMERIC PAINT
P-CP-01	METAL COPING
P-DR-01	FOUR-FOLD DOOR
P-DR-02	OVERHEAD COILING DOOR
P-DR-03	HOLLOW METAL DOOR FRAME AND PANEL
P-DS-01	MANUFACTURED ROUND-DOWNSPOUT AND GUTTER
P-FASC-01	METAL FASCIA
P-SF-01	PRE-FINISHED ALUMINUM STOREFRONT SYSTEM
P-SIGN-01	CAST ALUMINUM DIMENSIONAL NUMBER SIGNAGE, MOUNT ON STAND-OFFS 1" FROM FACE OF WALL
P-SIGN-02	CAST ALUMINUM DIMENSIONAL NAME SIGNAGE, MOUNT ON STAND-OFFS 1" FROM FACE OF WALL
P-SP-01	SCREEN PORCH SYSTEM
P-WC-01	METAL WALL COPING, OVER WOOD BLOCKING ATTACHED TO CMU
P-WDW-01	GLAZED ALUMINUM WINDOW SYSTEM
SSMR-01	SINGLE-PLY ROOFING SYSTEM MECHANICALLY ATTACHED OVER COVER BOARD ON 6" (R-30 MIN.) RIGID INSULATION ON METAL DECK OVER BAR JOIST, TYP. SEE STRUCT

GENERAL EXTERIOR ELEVATIONS NOTES:

1. ALL WALL MOUNTED LIGHTING FIXTURE AND SIGNAGE SHALL HAVE A MIN. HEAD CLEARANCE OF 84" FROM THE BOTTOM OF THE FIXTURE.
2. ELECTRICAL JUNCTION BOX SHALL BE ALIGNED TO CENTER OF FIXTURE. PLACEMENT AND HEIGHT OF JUNCTION BOX TO BE COORDINATED IN FIELD. FINISH TO MATCH ADJACENT WALL FINISH.
3. PROVIDE MANUFACTURER'S CORNER PIECE AT ALL THIN SPLIT FACE EDGE CONDITIONS UNLESS NOTED OTHERWISE. CORNER PIECE TO MATCH ADJACENT THIN SPLIT FACE COLOR, TYPICAL.
4. PROVIDE MANUFACTURER'S TRIM AT ALL PRE-MANUFACTURED FIBER CEMENT SIDING EDGE CONDITIONS AS WELL AS CORNER CONDITIONS, TYPICAL
5. ALL ROOF DRIP EDGE & FLASHING TO MATCH THE ROOF FINISH. UNLESS STATED OTHERWISE.
6. ALL ARCHITECTURAL EXPOSED STRUCTURAL STEEL SHALL BE FINISHED PER ARCHITECTURAL SPECIFICATIONS FOR STRUCTURAL STEEL.
7. ALL EXPOSED EXTERIOR STRUCTURAL STEEL TO BE FINISHED WITH TNEMEC PAINT. SEE EXTERIOR FINISH SCHEDULE FOR COLOR.
8. ALL EXPOSED STRUCT STEEL WELDS TO BE SANDED SMOOTH AND FINISH TO MATCH ASSOCIATED STRUCT STEEL FINISH.

EXTERIOR FINISH SCHEDULE

Material: Keynote	DESCRIPTION	FINISH/COLOR	Material: Color	Material: Model	MANUFACTURER	Material: Comments
CAST-STONE						
CS-CAP-01	4" HIGH PRECAST SILL	WHITE ROCKED GEORGIA SILL	WHITE	WHITE ROCKED GEORGIA SILL	A1-BLOCK	
CEMENT PLASTER						
CPL-02	CEMENT PLASTER	DARK TAUPE				Rendering appearance not upgraded
COMPOSITE WOOD						
CP-TRIM-01	PRE-SHAPED ARCHITECTURAL FORM - FAUX WOOD COLUMN & LINTEL	FAUX WOOD				
FIBER CEMENT						
FC-HORIZ-01	HARDIE® ARTISAN SIDING-HORIZONTAL	PRE-FINISHED / ARCTIC WHITE	ARCTIC WHITE	V-GROOVE - ARTISAN SIDING	JAMES HARDIE	9" WIDTH & 12" WIDTH
FC-SOFFIT-01	HARDIE® SOFFIT	PRE-FINISHED / ARCTIC WHITE		BEADED PORCH PANEL	JAMES HARDIE	
FC-TRM-01	JAMES HARDIE 4/4 RUSTIC TRIM	COLOR TO MATCH SIDING			JAMES HARDIE	
MASONRY						
MAS-SPTL-01	4-8-16 SPLIT FACE	S-112			A1 BLOCK CORPORATION	
MAS-SPTL-02	4-8-16 SPLIT FACE ACCENT	S-104			A1 BLOCK CORPORATION	
MAS-SPTL-03	4-8-16 SPLIT FACE VENEER	S-112			A1 BLOCK CORPORATION	
PAINT/COATING						
P-DR-01	FOUR-FOLD DOOR	ANODIZED RED		FF701 HURRICANE	DOOR ENGINEERING	
P-DR-02	OVERHEAD COILING DOOR	COLOR TO MATCH P-DR-01			SEE SPECIFICATION	
P-DR-03	HOLLOW METAL DOOR FRAME	DARK BRONZE			SEE SPECIFICATION	
P-DS-01	GUTTER AND DOWNSPOUT PAINT/COATING PER SPEC	DARK BRONZE				
P-FASC-01	METAL FASCIA	WHITE				
P-SIGN-01	EXTERIOR BUILDING NUMBER	ANODIZED RED				
P-SIGN-02	EXTERIOR BUILDING NAME	SAFETY YELLOW				
P-WC-01	COPING	DARK BRONZE			SEE SPECIFICATION	
P-WDW-01	WINDOW FRAME PAINT/PRE FINISHED PER MANUF.	DARK BRONZE				
ROOF FINISH						
SSMR-01	STANDING SEAM METAL ROOF	SMOOTH		DOUBLE-LOK™ ROOF PANEL	MBCI	
STOREFRONT/WINDOW SYSTEM						
P-SF-01	STOREFRONT SYSTEM COLOR-01	DARK BRONZE			B.O.D. KAWNEER US	
P-SP-01	SCREEN PORCH DOOR	DARK BRONZE			SEE SPECIFICATION	

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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SS Lic. No. AA-C000937
www.schenkelshultz.com

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REVISIONS		
MARK	DESCRIPTION	DATE

COMM. NO.: 2022827
ISSUE DATE: 02/28/2025
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EXTERIOR ELEVATIONS

A201

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J1 EXTERIOR BACK ELEVATION

3/16" = 1'-0"



A1 EXTERIOR FRONT ELEVATION

3/16" = 1'-0"

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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REVISIONS		
MARK	DESCRIPTION	DATE

COMM. NO.: 2022827
ISSUE DATE: 02/28/2025
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EXTERIOR ELEVATIONS

AR201

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J1 APPARATTUS BAY EXTERIOR SIDE ELEVATION

3/16" = 1'-0"



A1 EXTERIOR SIDE ELEVATION

3/16" = 1'-0"

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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REVISIONS		
MARK	DESCRIPTION	DATE

COMM. NO.: 2022827
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EXTERIOR ELEVATIONS

AR202

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FLAGLER FIRE STATION 51

ZC 22158

STORMWATER CALCULATIONS

FLAGLER COUNTY

September 19, 2024

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RANDY HUDAK, P.E.
SCOTT ADAMS

01/29/2025 03:33 pm IP:[24.173.163.2] Packet No: 11860

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386.677.2482 ● Fax 386.677.2505
Civil Engineering ● Transportation ● Environmental
Landscape Architecture ● Planning

Project Name:	**FLAGLER FIRE STATION 51**
Project No.:	**ZC 22158**
Date:	**October 4, 2024**
By:	**SCOTT ADAMS**
Description:	**TABLE OF CONTENTS**

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- B. SOILS MAP
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- D. PRE AND POST-DEVELOPMENT BASIN MAPS (IN SLEEVE)

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IV. POST-DEVELOPMENT
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- B. BASIN DATA
- C. TREAMENT VOLUME CALCULATIONS
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V. STORMWATER ROUTING (ICPR)

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APPENDIX A - MISCELLANEOUS TABLES AND CHARTS
APPENDIX B - GEOTECHNICAL INFORMATION

I. SUMMARY

Site Area:	+/- 3.259 Acres
Drainage Area:	+/- 3.259 Acres
Project Datum:	NAVD 1988
Existing Conditions:	This site is a portion of parcel 10-12-29-0000-01040-0021 in Flagler County. The total area of this parcel is ±26.37 acres. The site area of 3.259 acres is currently undeveloped and is primarily agricultural grassland in "Good" condition. The existing elevations vary from 22.3 in the towards the North, to 25.7' in the West. According to soil conditions found in the USDA WSS and Geotechnical report, the site contains A/D soils, primarily Wabasso Fine Sand.
Groundwater Conditions:	The SHWT elevations on site generally vary from ground level to above ground level. The normal water level for DA-1 has been interpreted as elev. 22.5', per the seasonal high water level found in the geotechnical report conducted by Geotechnical and Environmental Consultants on February 12, 2024.
Boundary Conditions:	The initial stages for 98S, 99S, 98E, and 99E have been revised. Pre-development points of discharge are shown as "98X," while post development points of discharge are shown as "99X." To the northwest of the site, in the location of outfall 98N and 99N, the point of discharge is near the bottom of the county ditch at elev. ±21.7'.
Proposed Land Use:	Public Service – Fire Station
Treatment System:	This project includes ±3.259 acres of developed basins, with 1 wet detention pond, DA-1, to attenuate and treat stormwater runoff generated on site. In Section VI of the report, the PAV requirements for the wet detention system have been met between hour 24-30. The outfall 99N is reached via Drainage Control Structure DCS1 within pond DA-1. The treatment volume and recovery calculations show "Basin 1" as the contributing basin for DA-1. DCS1 is supplemented by "Weir 1" a 12"W X 6"H rectangular cut out and "Orifice 1," which is a 2.75" circular opening both within DCS1. An 18" RCP discharge pipe serves as the output from DCS1 to 99N. Please see the construction details sheet for more information. A 14-day recovery analysis was conducted on DA-1. DA-1 recovered to within 0.24" of the NWL in 336 hours.

Using ICPR4, the Mean Annual, 25 year 24 hour, and 100 year 24 hour rain events were routed. A summary of the post development peak stages and discharge rates are shown on the table below:

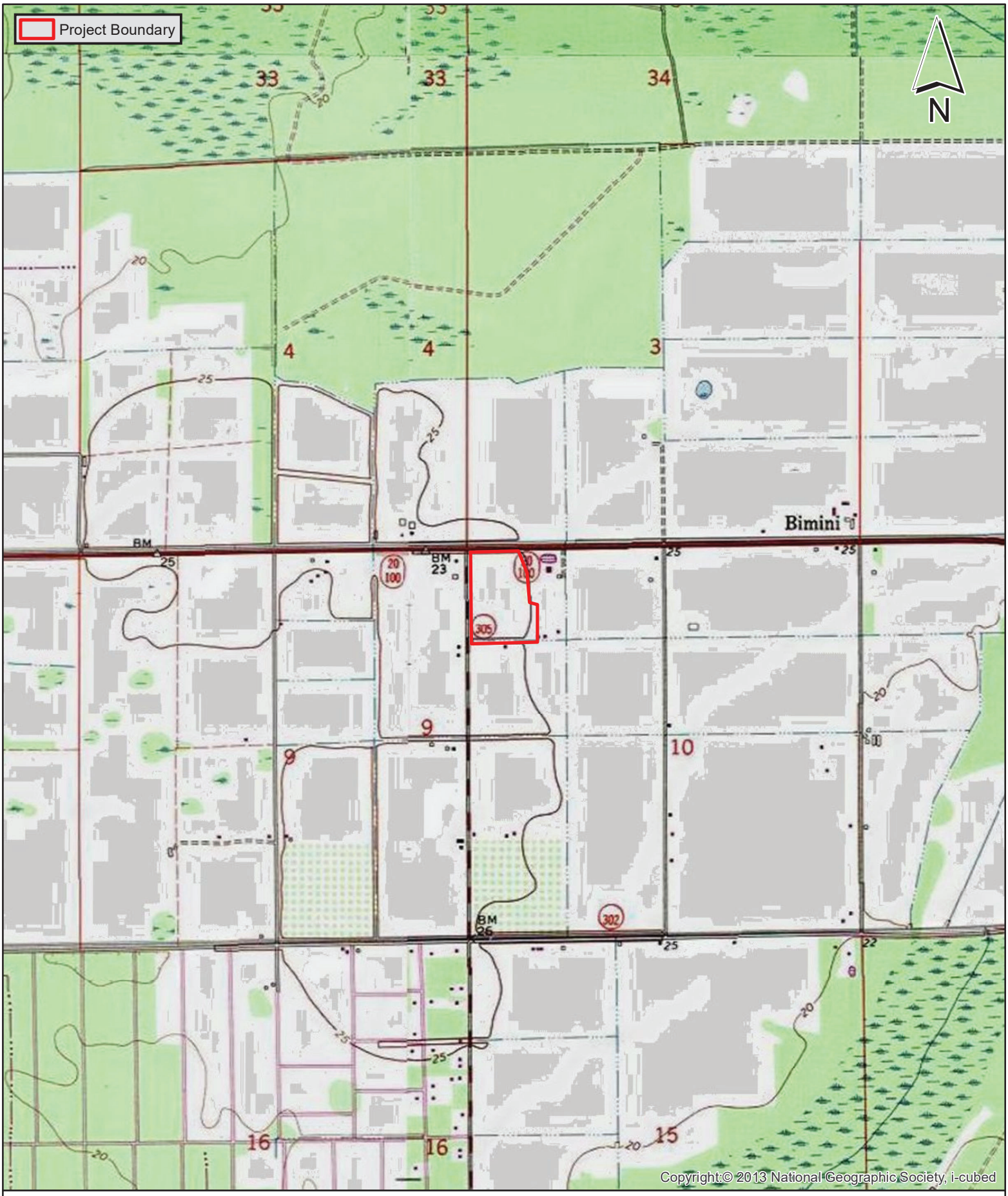
	Mean Annual	**25 Year 24 Hour**	**100 Year 24 Hour**
Peak Stage DA-1 **(TOB @ 25)**	23.52	24.33	24.93
Peak Discharge to 98 N (CFS)	1.16	2.85	4.09
Peak Discharge to 99 N (CFS)	0.6	2.39	3.11
Peak Discharge to 98 E (CFS)	0.67	1.63	2.32
Peak Discharge to 99 E (CFS)	0	0	0

Appendix C contains a list of the applicable storms. For a comprehensive matrix of all peak stages and rates, please reference the following page.

II. EXHIBITS

SITE LOCATION / QUAD MAP
SOILS MAP
FLOOD MAP
PRE AND POST-DEVELOPMENT BASIN MAPS (IN SLEEVE)

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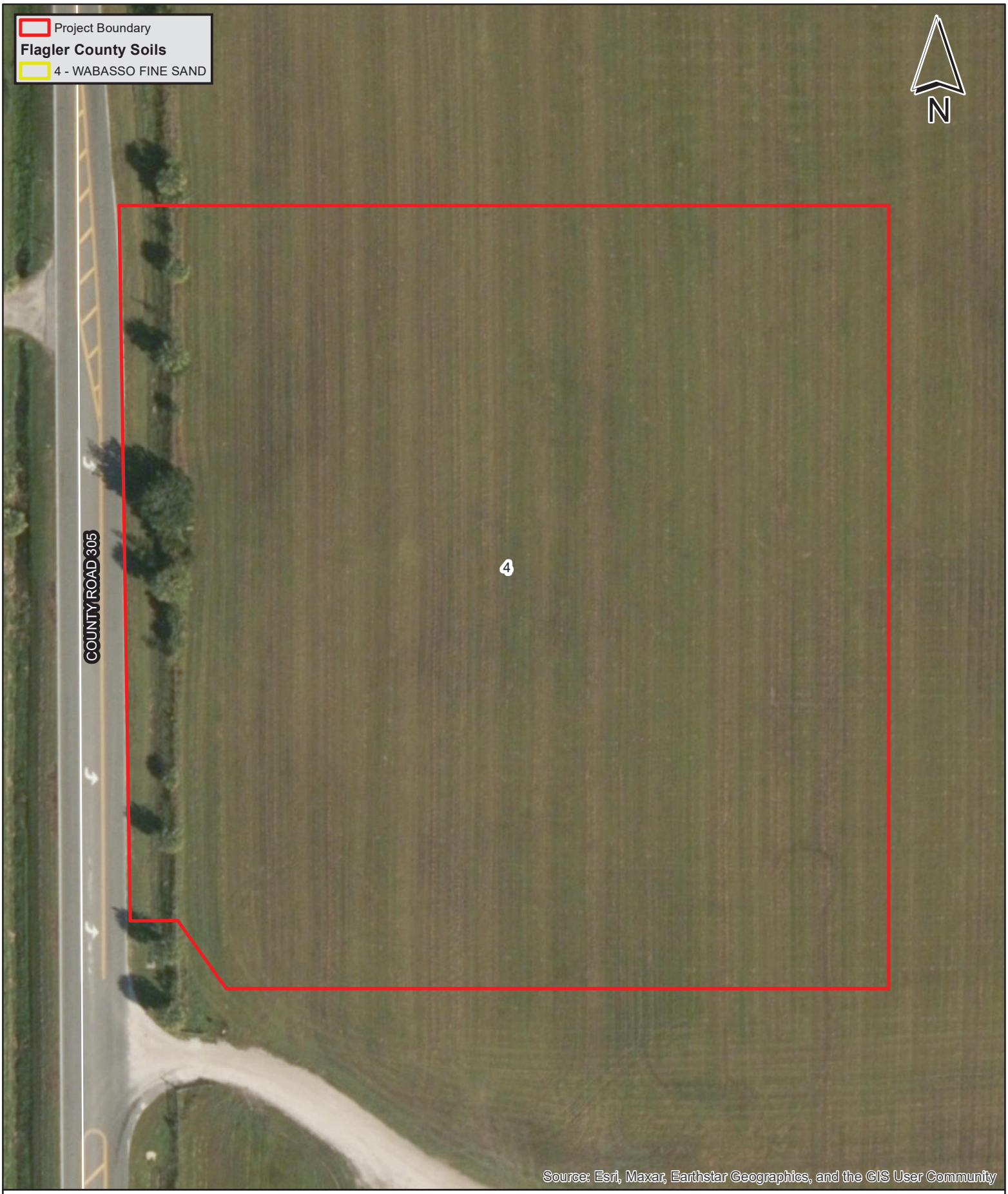
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1,500 750 0 1,500 Feet

USGS Quadrangle Map
Flagler County Firestation
Flagler County, FL

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Info:

Date Saved: 2/19/2024 Created by: jdurant

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Soils Map
Flagler County Firestation
Flagler County, FL

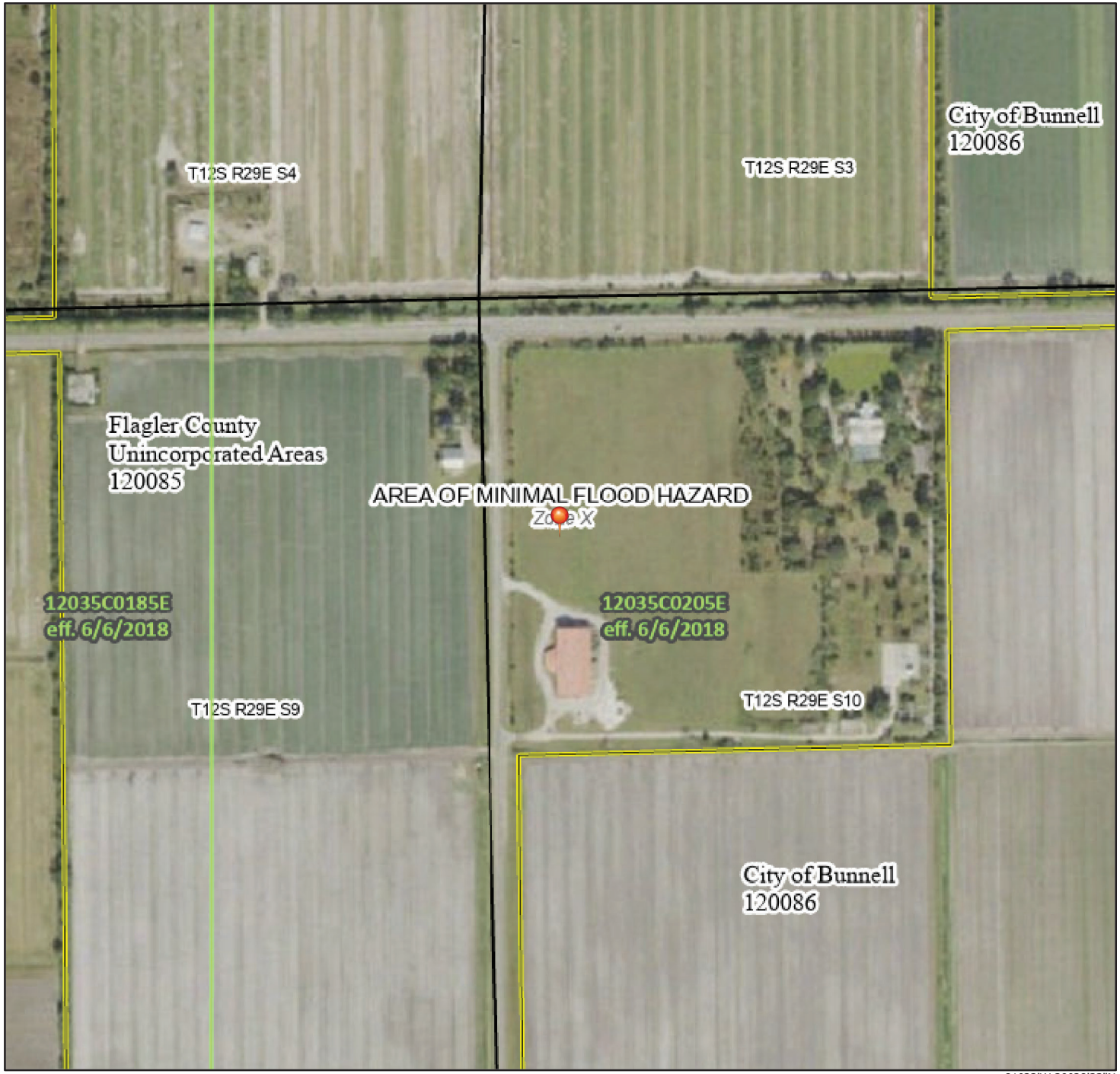
200 100 200 Feet

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National Flood Hazard Layer FIRMette

FEMA

81°22'37"W 29°29'4"N



81°22'W 29°28'33"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

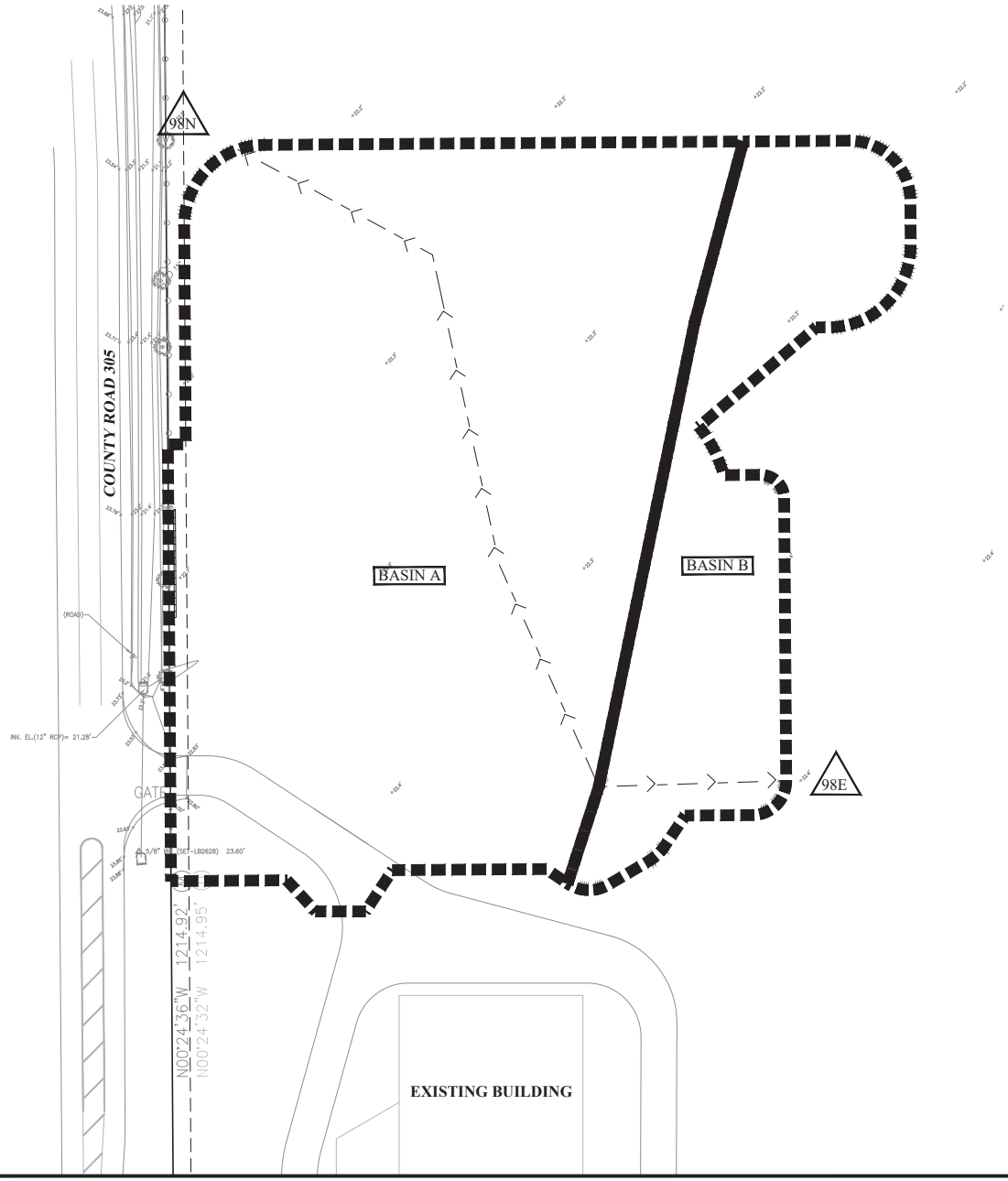
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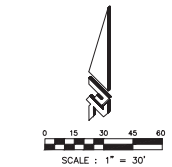
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LEGEND:

- BASIN A — BASIN NAME
- DEP-C — NODE NAME
- BASIN BOUNDARY
- TIME OF CONCENTRATION
- 98N — OUTFALL NODE

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ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTAL/S REVISIONS

FLAGLER FIRE STATION 51
FINAL ENGINEERING PLANS
BASIN MAP
PRE DEVELOPMENT

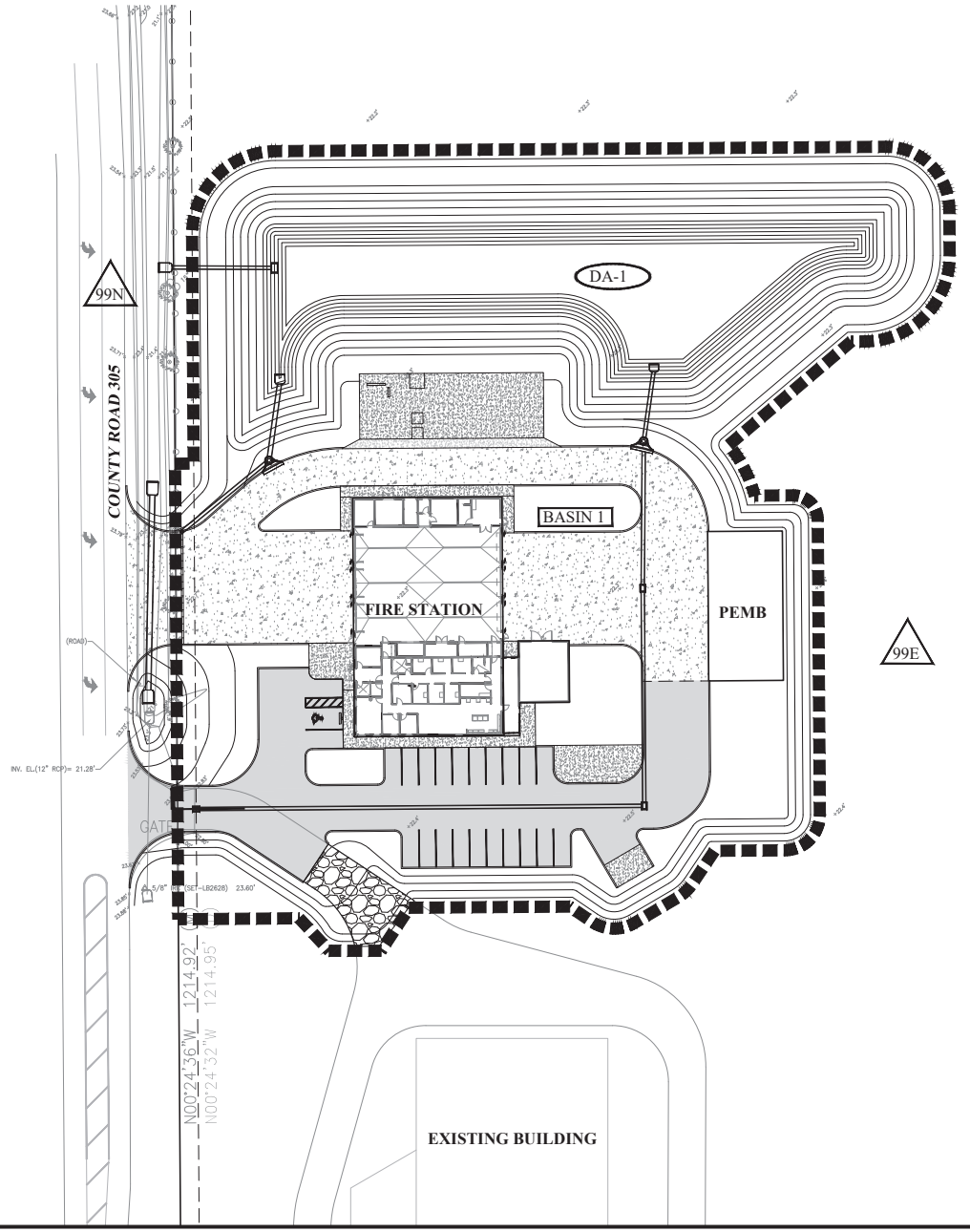
CITY OF BUNNELL — FLAGLER COUNTY, FLORIDA

PROJECT NO: ZC 22158
DESIGNED BY: RH
DRAFTED BY: SA
CHECKED BY: RH
DRAWING FILE: 22158 BASIN MAPS
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

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SHEET: 1 OF 2

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0 15 30 45 60

SCALE : 1" = 30'

LEGEND:

BASIN A	BASIN NAME
DEP-C	NODE NAME
	BASIN BOUNDARY
	TIME OF CONCENTRATION
98N	OUTFALL NODE

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/ REVISIONS

FLAGLER FIRE STATION 51
FINAL ENGINEERING PLANS
BASIN MAP
POST DEVELOPMENT

CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA

PROJECT NO: ZC 22158

DESIGNED BY: RH

DRAFTED BY: SA

CHECKED BY: RH

DRAWING FILE: 22158 BASIN MAPS
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

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III. PRE-DEVELOPMENT

NODAL DIAGRAM

BASIN DATA / TIME OF CONCENTRATION CALCULATIONS

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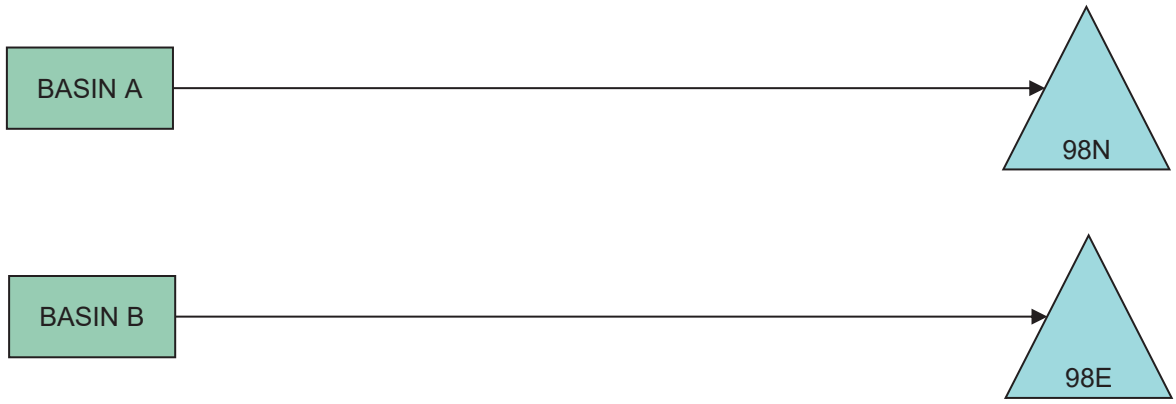
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Project Name:	FLAGLER FIRE STATION 51
Project No.:	ZC 22158
Date:	September 19, 2024
By:	SCOTT ADAMS
Description:	PRE-DEVELOPMENT NODAL DIAGRAM



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Project Name:	FLAGLER FIRE STATION 51
Project No.:	ZC 22158
Date:	September 19, 2024
By:	SCOTT ADAMS
Description:	BASIN DATA
	BASIN A

AREA AND CN CALCULATIONS

Cover (Soil Group)	CN	Area (sf)	Area (ac)	CN*Area (ac)
Pasture/Grassland (D)	80	110,212 sf	2.530 ac	202.410
Total		**110,212 sf**	**2.530 ac**	**202.410**

Total Area = 2.530 ac
Composite CN = 80.0

TIME OF CONCENTRATION CALCULATIONS

Sheet Flow (Tc)	Surface Description (table 3-1)	Grass	
	Mannings Roughness Coefficient, n (table 3-1)	0.24	
	Flow Length, L (total "L" less than or equal to 300')	300	Ft
	P (rainfall in inches recognized by the SCS)	4.8	Inches
	Land Slope, s	0.00064	Ft/Ft
	$Tt = (0.007*(nL)^{0.8}) / ((P^{0.5})*(s^{0.4}))$	1.85	Hours
		111.2	Minutes
Shallow Conc. Flow	Surface Description (paved or unpaved)	Unpaved	
	Flow Length, L	137	Ft
	Watercourse Slope, s	0.0007	Ft/Ft
	Average Velocity, V (calculated from below)	0.42	Ft/sec
	Tc = L / 3600*V	0.09	Hours
		5.4	Minutes
	Unpaved >> $V = 16.1345*s^{0.5}$		
	Paved >> $V = 20.3282*s^{0.5}$		

Total Tc or Tt = 116.6 Minutes

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Project Name:	**FLAGLER FIRE STATION 51**
Project No.:	**ZC 22158**
Date:	**October 8, 2024**
By:	**SCOTT ADAMS**
Description:	**BASIN DATA**
	BASIN B

AREA AND CN CALCULATIONS

Cover (Soil Group)	CN	Area (sf)	Area (ac)	CN*Area (ac)
Pasture/Grassland (D)	80	31,769 sf	0.729 ac	58.345
Total		**31,769 sf**	**0.729 ac**	**58.345**

Total Area = 0.729 ac
Composite CN = 80.0

TIME OF CONCENTRATION CALCULATIONS

Sheet Flow (Tc)	Surface Description (table 3-1)	Grass	
	Mannings Roughness Coefficient, n (table 3-1)	0.24	
	Flow Length, L (total "L" less than or equal to 300')	104	Ft
	P (rainfall in inches recognized by the SCS)	4.8	Inches
	Land Slope, s	0.00096	Ft/Ft
	$Tt = (0.007*(nL)^{0.8}) / ((P^{0.5})*(s^{0.4}))$	0.68	Hours
		40.5	Minutes
Shallo	Unpaved >> $V = 16.1345*s^{0.5}$		
	Paved >> $V = 20.3282*s^{0.5}$		

Total Tc or Tt = 40.5 Minutes

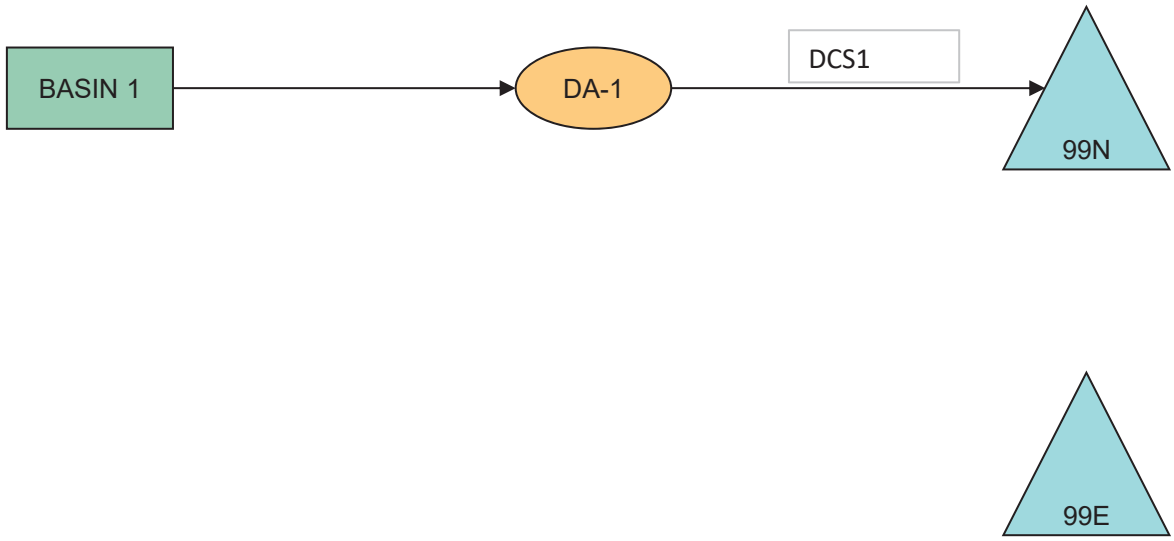
IV. POST-DEVELOPMENT

NODAL DIAGRAM
BASIN DATA
TREATMENT VOLUME CALCULATIONS
STAGE STORAGE

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Landscape Architecture ● Planning

Project Name:	FLAGLER FIRE STATION 51
Project No.:	ZC 22158
Date:	September 19, 2024
By:	SCOTT ADAMS
Description:	POST-DEVELOPMENT NODAL DIAGRAM



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Project Name:	**FLAGLER FIRE STATION 51**
Project No.:	**ZC 22158**
Date:	**September 19, 2024**
By:	**SCOTT ADAMS**
Description:	**BASIN DATA**
	BASIN 1

1. Area Calculation

Building =	14,690 sf	= 0.337 ac	
Roadway =	37,944 sf	= 0.871 ac	
Sidewalk =	3,158 sf	= 0.072 ac	
Other =	3,988 sf	= 0.092 ac	
Total Impervious Area =	59,780 sf	= 1.372 ac	

Retention Area (at N.W.L.) = 27,744 sf = 0.637 ac

Total Pervious Area = 54,457 sf = 1.250 ac

Total Area = 141,981 sf = 3.259 ac

2. Directly Connected Impervious Area (DCIA)

For this site, the DCIA consists of the roadway and the retention area:

Roadway =	37,944 sf	= 0.871 ac
Retention Area =	27,744 sf	= 0.637 ac
Total DCIA =	65,688 sf	= 1.508 ac

As a percentage of total area,

DCIA = 46.3%

3. Composite CN

Cover (Soil Group)	CN	Area (sf)	Area (ac)	CN*Area (ac)
Building	98	14,690 sf	0.337 ac	33.049
Roadway	98	37,944 sf	0.871 ac	85.365
Sidewalk	98	3,158 sf	0.072 ac	7.105
Other	98	3,988 sf	0.092 ac	8.972
Pond Area	98	27,744 sf	0.637 ac	62.418
Open Space (D)	80	54,457 sf	1.250 ac	100.013
Total		**141,981 sf**	**3.259 ac**	**296.922**

CN = CN*Area / Total Area

CN (including DCIA) = 91.1

4. Runoff Coefficient and Time of Concentration

Total Impervious Area = 2.009 ac
Total Pervious Area = 1.250 ac

C = (Imp. Area * 0.9 + Perv. Area * 0.2) / Total Area
C = 0.632

Assume a time of concentration of: 10 min

C = 0.632
Time of Conc. = 10 min

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Project Name:	**FLAGLER FIRE STATION 51**
Project No.:	**ZC 22158**
Date:	**September 19, 2024**
By:	**SCOTT ADAMS**
Description:	**TREATMENT VOLUME CALCULATIONS**
	BASIN 1

Criteria: Wet Detention, On-Line, Class III
Treatment Volume = 1" over total area or 2.5" over impervious area, whichever is greater

Basin Data: For Basin 1

Total Area = 3.259 ac
Impervious Area = 1.372 ac

Option 1: 1" Runoff from entire site

Total area * 1" * (1'/12") = 0.272 ac-ft

Option 2: 2.5" Over impervious area

Total impervious area * 2.5" * (1'/12") = 0.286 ac-ft

Since Option 2 > Option 1, Option 2 governs

Discharge to OFW Waters?: Yes

Since discharge is to OFW waters, 50% extra treatment volume required

Extra volume due to OFW considerations = 0.143 ac-ft

Treatment Volume = 0.429 ac-ft

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Project Name:	FLAGLER FIRE STATION 51
Project No.:	ZC 22158
Date:	September 19, 2024
By:	SCOTT ADAMS
Description:	STAGE STORAGE
	WET DETENTION AREA - DA-1

STAGE STORAGE FOR DA-1

Elevation	Area (sf)	Area (ac)	Volume (cf)	Volume (ac-ft)
22.5	27,744	0.637	0	0
23.0	29,616	0.680	14,340	0.329
24.0	33,446	0.768	45,871	1.053
25.0	37,382	0.858	81,285	1.866

MINIMUM WEIR ELEVATION

1. Minimum Treatment Volume

= .429 ac-ft = 18,681 cuft

Since Treatment Volume governs, this
implies a minimmum weir elevation of: = 23.14 ft

3. Set weir at elevation: 23.25 ft

4. Volume at weir elevation:

= .510 ac-ft = 22,216 cuft

V. STORMWATER ROUTING (ICPR)

A. PRE AND POST-DEVELOPMENT INPUTS
B. NODE MIN-MAX (MEAN ANNUAL, 10YR, 25YR 24HR STORMS)
C. LINK MIN-MAX (MEAN ANNUAL, 10YR, 25YR 24HR STORMS)

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A. PRE AND POST-DEVELOPMENT INPUTS

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Simple Basin: Basin 1

Scenario:	Scenario1
Node:	DA-1
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH484
Peaking Factor:	484.0
Area:	3.2590 ac
Curve Number:	91.1
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: Basin A

Scenario:	Scenario1
Node:	98N
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	116.6000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	2.5300 ac
Curve Number:	80.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: Basin B

Scenario:	Scenario1
Node:	98E
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	40.5000 min
Max Allowable Q:	0.00 cfs

Time Shift:	0.0000 hr
Unit Hydrograph:	UH256
Peaking Factor:	256.0
Area:	0.7290 ac
Curve Number:	80.0
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: 98E

Scenario:	Scenario1
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	22.00 ft
Warning Stage:	22.00 ft
Boundary Stage:	

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	22.00
0	0	0	30.0000	22.00

Comment:

Node: 98N

Scenario:	Scenario1
Type:	Time/Stage
Base Flow:	0.00 cfs
Initial Stage:	22.00 ft
Warning Stage:	22.00 ft
Boundary Stage:	

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	22.00
0	0	0	30.0000	22.00

Comment:

Node: 99E

Scenario:	Scenario1

Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 22.00 ft
Warning Stage: 22.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	22.00
0	0	0	30.0000	22.00

Comment:

Node: 99N

Scenario: Scenario1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 22.00 ft
Warning Stage: 22.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	22.00
0	0	0	30.0000	22.00

Comment:

Node: DA-1

Scenario: Scenario1
Type: Stage/Area
Base Flow: 0.00 cfs
Initial Stage: 22.50 ft
Warning Stage: 25.00 ft

Stage [ft]	Area [ac]	Area [ft2]
22.50	0.6370	27748
23.00	0.6800	29621
24.00	0.7680	33454
25.00	0.8580	37374

Comment:

Drop Structure Link: DCS1 Upstream Pipe Downstream Pipe

Scenario:	Scenario1	Invert:	22.50 ft	Invert:	21.70 ft
From Node:	DA-1	Manning's N:	0.0130	Manning's N:	0.0130
To Node:	99N	Geometry: Circular		Geometry: Circular	
Link Count:	1	Max Depth:	1.50 ft	Max Depth:	1.50 ft
Flow Direction:	Both	Bottom Clip			
Solution:	Combine	Default:	0.00 ft	Default:	0.00 ft
Increments:	0	Op Table:		Op Table:	
Pipe Count:	1	Ref Node:		Ref Node:	
Damping:	0.0000 ft	Manning's N:	0.0000	Manning's N:	0.0000
Length:	57.00 ft	Top Clip			
FHWA Code:	5	Default:	0.00 ft	Default:	0.00 ft
Entr Loss Coef:	0.00	Op Table:		Op Table:	
Exit Loss Coef:	0.00	Ref Node:		Ref Node:	
Bend Loss Coef:	0.00	Manning's N:	0.0000	Manning's N:	0.0000
Bend Location:	0.00 dec				
Energy Switch:	Energy				

Pipe Comment:

Weir Component			
Weir:	1	Bottom Clip	
Weir Count:	1	Default:	0.00 ft
Weir Flow Direction:	Both	Op Table:	
Damping:	0.0000 ft	Ref Node:	
Weir Type:	Sharp Crested Vertical	Top Clip	
Geometry Type:	Rectangular	Default:	0.00 ft
Invert:	23.25 ft	Op Table:	
Control Elevation:	23.25 ft	Ref Node:	
Max Depth:	0.50 ft	Discharge Coefficients	
Max Width:	1.00 ft	Weir Default:	3.200
Fillet:	0.00 ft	Weir Table:	
		Orifice Default:	0.600
		Orifice Table:	

Weir Comment: Weir - Rectangular

Weir Component			
Weir:	2	Bottom Clip	
Weir Count:	1	Default:	0.00 ft
Weir Flow Direction:	Both	Op Table:	
Damping:	0.0000 ft	Ref Node:	
Weir Type:	Sharp Crested Vertical	Top Clip	
Geometry Type:	Circular	Default:	0.00 ft
Invert:	22.50 ft	Op Table:	
Control Elevation:	22.50 ft	Ref Node:	
Max Depth:	0.23 ft	Discharge Coefficients	
		Weir Default:	3.200
		Weir Table:	
		Orifice Default:	0.600
		Orifice Table:	

Weir Comment: Orfice - 2.75"

Drop Structure Comment:

Simulation: 10YR 24HR

Scenario: Scenario1
Run Date/Time: 10/7/2024 4:52:59 PM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft		
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	7.25 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 14Day Recovery

Scenario: Scenario1
Run Date/Time: 10/4/2024 3:05:55 PM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	336.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft		
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	0.00 in
Edge Length Option:	Automatic	Storm Duration:	336.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 14Day Ryan

Scenario: Scenario1
Run Date/Time: 10/7/2024 4:48:56 PM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	336.0000

Hydrology [sec]	Surface Hydraulics

		[sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	30.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft
Edge Length Option: Automatic

IA Recovery Time: 24.0000 hr
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~FLMOD
Rainfall Amount: 9.00 in
Storm Duration: 24.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simulation: 25YR 24HR

Scenario: Scenario1
Run Date/Time: 10/7/2024 4:53:10 PM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
IA Recovery Time: 24.0000 hr
Smp/Man Basin Rain: Global

		Opt:	
Max dZ:	1.0000 ft		
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	9.00 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: MeanAnnual

Scenario: Scenario1
Run Date/Time: 10/7/2024 4:53:22 PM
Program Version: ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	24.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources		Lookup Tables	
Rainfall Folder:		Boundary Stage Set:	
		Extern Hydrograph Set:	
Unit Hydrograph Folder:		Curve Number Set:	
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
Over-Relax Weight Fact:	0.5 dec		
dZ Tolerance:	0.0010 ft	Smp/Man Basin Rain Opt:	Global
Max dZ:	1.0000 ft		
Link Optimizer Tol:	0.0001 ft	Rainfall Name:	~FLMOD
		Rainfall Amount:	4.80 in
Edge Length Option:	Automatic	Storm Duration:	24.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: PAV

Scenario:	Scenario1
Run Date/Time:	10/7/2024 4:41:34 PM
Program Version:	ICPR4 4.07.08

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	30.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
Max Calculation Time:		30.0000

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft

Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

Edge Length Option: Automatic

IA Recovery Time: 24.0000 hr

Smp/Man Basin Rain Opt: Global

Rainfall Name: ~FLMOD
Rainfall Amount: 0.00 in
Storm Duration: 30.0000 hr

Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

B. NODE MIN-MAX (MEAN ANNUAL, 10YR, 25YR 24HR STORMS)

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Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
98E	10YR 24HR	22.00	22.00	0.0000	1.26	0.00	0
98N	10YR 24HR	22.00	22.00	0.0000	2.13	0.00	0
99E	10YR 24HR	22.00	22.00	0.0000	0.00	0.00	0
99N	10YR 24HR	22.00	22.00	0.0000	1.83	0.00	0
DA-1	10YR 24HR	25.00	23.98	0.0010	16.56	1.83	33366
98E	25YR 24HR	22.00	22.00	0.0000	1.68	0.00	0
98N	25YR 24HR	22.00	22.00	0.0000	2.85	0.00	0
99E	25YR 24HR	22.00	22.00	0.0000	0.00	0.00	0
99N	25YR 24HR	22.00	22.00	0.0000	2.39	0.00	0
DA-1	25YR 24HR	25.00	24.33	0.0010	20.86	2.39	34761
98E	MeanAnnual	22.00	22.00	0.0000	0.69	0.00	0
98N	MeanAnnual	22.00	22.00	0.0000	1.16	0.00	0
99E	MeanAnnual	22.00	22.00	0.0000	0.00	0.00	0
99N	MeanAnnual	22.00	22.00	0.0000	0.60	0.00	0
DA-1	MeanAnnual	25.00	23.52	0.0010	10.47	0.60	31612

C. LINK MIN-MAX (MEAN ANNUAL, 10YR, 25YR 24HR STORMS)

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Link Min/Max Conditions [Scenario1]

Link Name	Sim Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
DCS1 - Pipe	10YR 24HR	1.83	0.00	0.00	0.00	0.00	0.00
DCS1 - Weir: 1	10YR 24HR	1.66	0.00	0.00	3.32	3.32	3.32
DCS1 - Weir: 2	10YR 24HR	0.17	0.00	0.00	0.00	0.00	0.00
DCS1 - Pipe	25YR 24HR	2.39	0.00	0.00	0.00	0.00	0.00
DCS1 - Weir: 1	25YR 24HR	2.20	0.00	0.00	4.39	4.39	4.39
DCS1 - Weir: 2	25YR 24HR	0.20	0.00	0.00	0.00	0.00	0.00
DCS1 - Pipe	MeanAnnual	0.60	0.00	0.00	0.00	0.00	0.00
DCS1 - Weir: 1	MeanAnnual	0.45	0.00	0.00	1.66	1.66	1.66
DCS1 - Weir: 2	MeanAnnual	0.16	0.00	0.00	0.00	0.00	0.00

VI. RECOVERY CALCULATIONS

ORIFICE DESIGN DATA
PAV RECOVERY TIME-STAGE
14 DAY RECOVERY

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ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd ● Ormond Beach, FL 32174
386.677.2482 ● Fax 386.677.2505
Civil Engineering ● Transportation ● Environmental
Landscape Architecture ● Planning

Project Name:	**FLAGLER FIRE STATION 51**
Project No.:	**ZC 22158**
Date:	**September 19, 2024**
By:	**SCOTT ADAMS**
Description:	**ORIFICE DESIGN DATA**
	DA-1

1. N.W.L.	= 22.50 ft
2. Required treatment volume (cf)	= 18,681 cuft
3. Treatment Volume Elevation	= 23.14 ft
4. 1/2 Required Treatment Volume (cf)	= 9,341 cuft
5. Stage after 1/2 Treatment Volume recovered	= 22.82 ft

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
PAV	DA-1	0.0000	23.14	25.00
PAV	DA-1	0.2511	23.14	25.00
PAV	DA-1	0.5050	23.13	25.00
PAV	DA-1	0.7527	23.13	25.00
PAV	DA-1	1.0027	23.12	25.00
PAV	DA-1	1.2527	23.12	25.00
PAV	DA-1	1.5027	23.12	25.00
PAV	DA-1	1.7527	23.11	25.00
PAV	DA-1	2.0027	23.11	25.00
PAV	DA-1	2.2527	23.10	25.00
PAV	DA-1	2.5027	23.10	25.00
PAV	DA-1	2.7527	23.10	25.00
PAV	DA-1	3.0027	23.09	25.00
PAV	DA-1	3.2527	23.09	25.00
PAV	DA-1	3.5027	23.09	25.00
PAV	DA-1	3.7527	23.08	25.00
PAV	DA-1	4.0027	23.08	25.00
PAV	DA-1	4.2527	23.07	25.00
PAV	DA-1	4.5027	23.07	25.00
PAV	DA-1	4.7527	23.07	25.00
PAV	DA-1	5.0027	23.06	25.00
PAV	DA-1	5.2527	23.06	25.00
PAV	DA-1	5.5027	23.06	25.00
PAV	DA-1	5.7527	23.05	25.00
PAV	DA-1	6.0027	23.05	25.00
PAV	DA-1	6.2527	23.05	25.00
PAV	DA-1	6.5027	23.04	25.00
PAV	DA-1	6.7527	23.04	25.00
PAV	DA-1	7.0027	23.03	25.00
PAV	DA-1	7.2527	23.03	25.00
PAV	DA-1	7.5027	23.03	25.00
PAV	DA-1	7.7527	23.02	25.00
PAV	DA-1	8.0027	23.02	25.00
PAV	DA-1	8.2527	23.02	25.00
PAV	DA-1	8.5027	23.01	25.00
PAV	DA-1	8.7527	23.01	25.00
PAV	DA-1	9.0027	23.01	25.00
PAV	DA-1	9.2527	23.00	25.00
PAV	DA-1	9.5027	23.00	25.00
PAV	DA-1	9.7527	23.00	25.00
PAV	DA-1	10.0027	22.99	25.00
PAV	DA-1	10.2527	22.99	25.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
PAV	DA-1	10.5027	22.99	25.00
PAV	DA-1	10.7527	22.98	25.00
PAV	DA-1	11.0027	22.98	25.00
PAV	DA-1	11.2527	22.98	25.00
PAV	DA-1	11.5027	22.97	25.00
PAV	DA-1	11.7527	22.97	25.00
PAV	DA-1	12.0027	22.97	25.00
PAV	DA-1	12.2527	22.96	25.00
PAV	DA-1	12.5027	22.96	25.00
PAV	DA-1	12.7527	22.96	25.00
PAV	DA-1	13.0027	22.95	25.00
PAV	DA-1	13.2527	22.95	25.00
PAV	DA-1	13.5027	22.95	25.00
PAV	DA-1	13.7527	22.94	25.00
PAV	DA-1	14.0027	22.94	25.00
PAV	DA-1	14.2527	22.94	25.00
PAV	DA-1	14.5027	22.93	25.00
PAV	DA-1	14.7527	22.93	25.00
PAV	DA-1	15.0027	22.93	25.00
PAV	DA-1	15.2527	22.92	25.00
PAV	DA-1	15.5027	22.92	25.00
PAV	DA-1	15.7527	22.92	25.00
PAV	DA-1	16.0027	22.92	25.00
PAV	DA-1	16.2527	22.91	25.00
PAV	DA-1	16.5027	22.91	25.00
PAV	DA-1	16.7527	22.91	25.00
PAV	DA-1	17.0027	22.90	25.00
PAV	DA-1	17.2527	22.90	25.00
PAV	DA-1	17.5027	22.90	25.00
PAV	DA-1	17.7527	22.89	25.00
PAV	DA-1	18.0027	22.89	25.00
PAV	DA-1	18.2527	22.89	25.00
PAV	DA-1	18.5027	22.89	25.00
PAV	DA-1	18.7527	22.88	25.00
PAV	DA-1	19.0027	22.88	25.00
PAV	DA-1	19.2527	22.88	25.00
PAV	DA-1	19.5027	22.87	25.00
PAV	DA-1	19.7527	22.87	25.00
PAV	DA-1	20.0027	22.87	25.00
PAV	DA-1	20.2527	22.87	25.00
PAV	DA-1	20.5027	22.86	25.00
PAV	DA-1	20.7527	22.86	25.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
PAV	DA-1	21.0027	22.86	25.00
PAV	DA-1	21.2527	22.85	25.00
PAV	DA-1	21.5027	22.85	25.00
PAV	DA-1	21.7527	22.85	25.00
PAV	DA-1	22.0027	22.85	25.00
PAV	DA-1	22.2527	22.84	25.00
PAV	DA-1	22.5027	22.84	25.00
PAV	DA-1	22.7527	22.84	25.00
PAV	DA-1	23.0027	22.84	25.00
PAV	DA-1	23.2527	22.83	25.00
PAV	DA-1	23.5027	22.83	25.00
PAV	DA-1	23.7527	22.83	25.00
PAV	DA-1	24.0027	22.83	25.00
PAV	DA-1	24.2527	22.82	25.00
PAV	DA-1	24.5027	22.82	25.00
PAV	DA-1	24.7527	22.82	25.00
PAV	DA-1	25.0027	22.82	25.00
PAV	DA-1	25.2527	22.81	25.00
PAV	DA-1	25.5027	22.81	25.00
PAV	DA-1	25.7527	22.81	25.00
PAV	DA-1	26.0027	22.81	25.00
PAV	DA-1	26.2527	22.80	25.00
PAV	DA-1	26.5027	22.80	25.00
PAV	DA-1	26.7527	22.80	25.00
PAV	DA-1	27.0027	22.80	25.00
PAV	DA-1	27.2527	22.79	25.00
PAV	DA-1	27.5027	22.79	25.00
PAV	DA-1	27.7527	22.79	25.00
PAV	DA-1	28.0027	22.79	25.00
PAV	DA-1	28.2527	22.78	25.00
PAV	DA-1	28.5027	22.78	25.00
PAV	DA-1	28.7527	22.78	25.00
PAV	DA-1	29.0027	22.78	25.00
PAV	DA-1	29.2527	22.77	25.00
PAV	DA-1	29.5027	22.77	25.00
PAV	DA-1	29.7527	22.77	25.00
PAV	DA-1	30.0027	22.77	25.00

VI. RECOVERY CALCULATIONS

14 DAY RECOVERY

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Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
14Day Recovery	DA-1	0.0000	23.25	25.00
14Day Recovery	DA-1	1.0027	23.23	25.00
14Day Recovery	DA-1	2.0027	23.22	25.00
14Day Recovery	DA-1	3.0027	23.20	25.00
14Day Recovery	DA-1	4.0027	23.18	25.00
14Day Recovery	DA-1	5.0027	23.17	25.00
14Day Recovery	DA-1	6.0027	23.15	25.00
14Day Recovery	DA-1	7.0027	23.13	25.00
14Day Recovery	DA-1	8.0027	23.12	25.00
14Day Recovery	DA-1	9.0027	23.10	25.00
14Day Recovery	DA-1	10.0027	23.09	25.00
14Day Recovery	DA-1	11.0027	23.07	25.00
14Day Recovery	DA-1	12.0027	23.06	25.00
14Day Recovery	DA-1	13.0027	23.04	25.00
14Day Recovery	DA-1	14.0027	23.03	25.00
14Day Recovery	DA-1	15.0027	23.01	25.00
14Day Recovery	DA-1	16.0027	23.00	25.00
14Day Recovery	DA-1	17.0027	22.99	25.00
14Day Recovery	DA-1	18.0027	22.97	25.00
14Day Recovery	DA-1	19.0027	22.96	25.00
14Day Recovery	DA-1	20.0027	22.95	25.00
14Day Recovery	DA-1	21.0027	22.94	25.00
14Day Recovery	DA-1	22.0027	22.92	25.00
14Day Recovery	DA-1	23.0027	22.91	25.00
14Day Recovery	DA-1	24.0027	22.90	25.00
14Day Recovery	DA-1	25.0027	22.89	25.00
14Day Recovery	DA-1	26.0027	22.88	25.00
14Day Recovery	DA-1	27.0027	22.86	25.00
14Day Recovery	DA-1	28.0027	22.85	25.00
14Day Recovery	DA-1	29.0027	22.84	25.00
14Day Recovery	DA-1	30.0027	22.83	25.00
14Day Recovery	DA-1	31.0027	22.82	25.00
14Day Recovery	DA-1	32.0027	22.81	25.00
14Day Recovery	DA-1	33.0027	22.80	25.00
14Day Recovery	DA-1	34.0027	22.79	25.00
14Day Recovery	DA-1	35.0027	22.78	25.00
14Day Recovery	DA-1	36.0027	22.77	25.00
14Day Recovery	DA-1	37.0027	22.76	25.00
14Day Recovery	DA-1	38.0027	22.76	25.00
14Day Recovery	DA-1	39.0027	22.75	25.00
14Day Recovery	DA-1	40.0027	22.74	25.00
14Day Recovery	DA-1	41.0027	22.73	25.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
14Day Recovery	DA-1	42.0027	22.73	25.00
14Day Recovery	DA-1	43.0027	22.72	25.00
14Day Recovery	DA-1	44.0027	22.72	25.00
14Day Recovery	DA-1	45.0027	22.71	25.00
14Day Recovery	DA-1	46.0027	22.70	25.00
14Day Recovery	DA-1	47.0027	22.70	25.00
14Day Recovery	DA-1	48.0027	22.69	25.00
14Day Recovery	DA-1	49.0027	22.69	25.00
14Day Recovery	DA-1	50.0027	22.68	25.00
14Day Recovery	DA-1	51.0027	22.68	25.00
14Day Recovery	DA-1	52.0027	22.67	25.00
14Day Recovery	DA-1	53.0027	22.67	25.00
14Day Recovery	DA-1	54.0027	22.66	25.00
14Day Recovery	DA-1	55.0027	22.66	25.00
14Day Recovery	DA-1	56.0027	22.65	25.00
14Day Recovery	DA-1	57.0027	22.65	25.00
14Day Recovery	DA-1	58.0027	22.65	25.00
14Day Recovery	DA-1	59.0027	22.64	25.00
14Day Recovery	DA-1	60.0027	22.64	25.00
14Day Recovery	DA-1	61.0027	22.64	25.00
14Day Recovery	DA-1	62.0027	22.63	25.00
14Day Recovery	DA-1	63.0027	22.63	25.00
14Day Recovery	DA-1	64.0027	22.63	25.00
14Day Recovery	DA-1	65.0027	22.62	25.00
14Day Recovery	DA-1	66.0027	22.62	25.00
14Day Recovery	DA-1	67.0027	22.62	25.00
14Day Recovery	DA-1	68.0027	22.62	25.00
14Day Recovery	DA-1	69.0027	22.61	25.00
14Day Recovery	DA-1	70.0027	22.61	25.00
14Day Recovery	DA-1	71.0027	22.61	25.00
14Day Recovery	DA-1	72.0027	22.61	25.00
14Day Recovery	DA-1	73.0027	22.61	25.00
14Day Recovery	DA-1	74.0027	22.60	25.00
14Day Recovery	DA-1	75.0027	22.60	25.00
14Day Recovery	DA-1	76.0027	22.60	25.00
14Day Recovery	DA-1	77.0027	22.60	25.00
14Day Recovery	DA-1	78.0027	22.60	25.00
14Day Recovery	DA-1	79.0027	22.59	25.00
14Day Recovery	DA-1	80.0027	22.59	25.00
14Day Recovery	DA-1	81.0027	22.59	25.00
14Day Recovery	DA-1	82.0027	22.59	25.00
14Day Recovery	DA-1	83.0027	22.59	25.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
14Day Recovery	DA-1	84.0027	22.59	25.00
14Day Recovery	DA-1	85.0027	22.59	25.00
14Day Recovery	DA-1	86.0027	22.58	25.00
14Day Recovery	DA-1	87.0027	22.58	25.00
14Day Recovery	DA-1	88.0027	22.58	25.00
14Day Recovery	DA-1	89.0027	22.58	25.00
14Day Recovery	DA-1	90.0027	22.58	25.00
14Day Recovery	DA-1	91.0027	22.58	25.00
14Day Recovery	DA-1	92.0027	22.58	25.00
14Day Recovery	DA-1	93.0027	22.58	25.00
14Day Recovery	DA-1	94.0027	22.57	25.00
14Day Recovery	DA-1	95.0027	22.57	25.00
14Day Recovery	DA-1	96.0027	22.57	25.00
14Day Recovery	DA-1	97.0027	22.57	25.00
14Day Recovery	DA-1	98.0027	22.57	25.00
14Day Recovery	DA-1	99.0027	22.57	25.00
14Day Recovery	DA-1	100.0027	22.57	25.00
14Day Recovery	DA-1	101.0027	22.57	25.00
14Day Recovery	DA-1	102.0027	22.57	25.00
14Day Recovery	DA-1	103.0027	22.57	25.00
14Day Recovery	DA-1	104.0027	22.57	25.00
14Day Recovery	DA-1	105.0027	22.56	25.00
14Day Recovery	DA-1	106.0027	22.56	25.00
14Day Recovery	DA-1	107.0027	22.56	25.00
14Day Recovery	DA-1	108.0027	22.56	25.00
14Day Recovery	DA-1	109.0027	22.56	25.00
14Day Recovery	DA-1	110.0027	22.56	25.00
14Day Recovery	DA-1	111.0027	22.56	25.00
14Day Recovery	DA-1	112.0027	22.56	25.00
14Day Recovery	DA-1	113.0027	22.56	25.00
14Day Recovery	DA-1	114.0027	22.56	25.00
14Day Recovery	DA-1	115.0027	22.56	25.00
14Day Recovery	DA-1	116.0027	22.56	25.00
14Day Recovery	DA-1	117.0027	22.56	25.00
14Day Recovery	DA-1	118.0027	22.56	25.00
14Day Recovery	DA-1	119.0027	22.55	25.00
14Day Recovery	DA-1	120.0027	22.55	25.00
14Day Recovery	DA-1	121.0027	22.55	25.00
14Day Recovery	DA-1	122.0027	22.55	25.00
14Day Recovery	DA-1	123.0027	22.55	25.00
14Day Recovery	DA-1	124.0027	22.55	25.00
14Day Recovery	DA-1	125.0027	22.55	25.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
14Day Recovery	DA-1	126.0027	22.55	25.00
14Day Recovery	DA-1	127.0027	22.55	25.00
14Day Recovery	DA-1	128.0027	22.55	25.00
14Day Recovery	DA-1	129.0027	22.55	25.00
14Day Recovery	DA-1	130.0027	22.55	25.00
14Day Recovery	DA-1	131.0027	22.55	25.00
14Day Recovery	DA-1	132.0027	22.55	25.00
14Day Recovery	DA-1	133.0027	22.55	25.00
14Day Recovery	DA-1	134.0027	22.55	25.00
14Day Recovery	DA-1	135.0027	22.55	25.00
14Day Recovery	DA-1	136.0027	22.55	25.00
14Day Recovery	DA-1	137.0027	22.55	25.00
14Day Recovery	DA-1	138.0027	22.55	25.00
14Day Recovery	DA-1	139.0027	22.55	25.00
14Day Recovery	DA-1	140.0027	22.54	25.00
14Day Recovery	DA-1	141.0027	22.54	25.00
14Day Recovery	DA-1	142.0027	22.54	25.00
14Day Recovery	DA-1	143.0027	22.54	25.00
14Day Recovery	DA-1	144.0027	22.54	25.00
14Day Recovery	DA-1	145.0027	22.54	25.00
14Day Recovery	DA-1	146.0027	22.54	25.00
14Day Recovery	DA-1	147.0027	22.54	25.00
14Day Recovery	DA-1	148.0027	22.54	25.00
14Day Recovery	DA-1	149.0027	22.54	25.00
14Day Recovery	DA-1	150.0027	22.54	25.00
14Day Recovery	DA-1	151.0027	22.54	25.00
14Day Recovery	DA-1	152.0027	22.54	25.00
14Day Recovery	DA-1	153.0027	22.54	25.00
14Day Recovery	DA-1	154.0027	22.54	25.00
14Day Recovery	DA-1	155.0027	22.54	25.00
14Day Recovery	DA-1	156.0027	22.54	25.00
14Day Recovery	DA-1	157.0027	22.54	25.00
14Day Recovery	DA-1	158.0027	22.54	25.00
14Day Recovery	DA-1	159.0027	22.54	25.00
14Day Recovery	DA-1	160.0027	22.54	25.00
14Day Recovery	DA-1	161.0027	22.54	25.00
14Day Recovery	DA-1	162.0027	22.54	25.00
14Day Recovery	DA-1	163.0027	22.54	25.00
14Day Recovery	DA-1	164.0027	22.54	25.00
14Day Recovery	DA-1	165.0027	22.54	25.00
14Day Recovery	DA-1	166.0027	22.54	25.00
14Day Recovery	DA-1	167.0027	22.54	25.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
14Day Recovery	DA-1	168.0027	22.54	25.00
14Day Recovery	DA-1	169.0027	22.54	25.00
14Day Recovery	DA-1	170.0027	22.54	25.00
14Day Recovery	DA-1	171.0027	22.54	25.00
14Day Recovery	DA-1	172.0027	22.53	25.00
14Day Recovery	DA-1	173.0027	22.53	25.00
14Day Recovery	DA-1	174.0027	22.53	25.00
14Day Recovery	DA-1	175.0027	22.53	25.00
14Day Recovery	DA-1	176.0027	22.53	25.00
14Day Recovery	DA-1	177.0027	22.53	25.00
14Day Recovery	DA-1	178.0027	22.53	25.00
14Day Recovery	DA-1	179.0027	22.53	25.00
14Day Recovery	DA-1	180.0027	22.53	25.00
14Day Recovery	DA-1	181.0027	22.53	25.00
14Day Recovery	DA-1	182.0027	22.53	25.00
14Day Recovery	DA-1	183.0027	22.53	25.00
14Day Recovery	DA-1	184.0027	22.53	25.00
14Day Recovery	DA-1	185.0027	22.53	25.00
14Day Recovery	DA-1	186.0027	22.53	25.00
14Day Recovery	DA-1	187.0027	22.53	25.00
14Day Recovery	DA-1	188.0027	22.53	25.00
14Day Recovery	DA-1	189.0027	22.53	25.00
14Day Recovery	DA-1	190.0027	22.53	25.00
14Day Recovery	DA-1	191.0027	22.53	25.00
14Day Recovery	DA-1	192.0027	22.53	25.00
14Day Recovery	DA-1	193.0027	22.53	25.00
14Day Recovery	DA-1	194.0027	22.53	25.00
14Day Recovery	DA-1	195.0027	22.53	25.00
14Day Recovery	DA-1	196.0027	22.53	25.00
14Day Recovery	DA-1	197.0027	22.53	25.00
14Day Recovery	DA-1	198.0027	22.53	25.00
14Day Recovery	DA-1	199.0027	22.53	25.00
14Day Recovery	DA-1	200.0027	22.53	25.00
14Day Recovery	DA-1	201.0027	22.53	25.00
14Day Recovery	DA-1	202.0027	22.53	25.00
14Day Recovery	DA-1	203.0027	22.53	25.00
14Day Recovery	DA-1	204.0027	22.53	25.00
14Day Recovery	DA-1	205.0027	22.53	25.00
14Day Recovery	DA-1	206.0027	22.53	25.00
14Day Recovery	DA-1	207.0027	22.53	25.00
14Day Recovery	DA-1	208.0027	22.53	25.00
14Day Recovery	DA-1	209.0027	22.53	25.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]	Warning Stage [ft]
14Day Recovery	DA-1	210.0027	22.53	25.00
14Day Recovery	DA-1	211.0027	22.53	25.00
14Day Recovery	DA-1	212.0027	22.53	25.00
14Day Recovery	DA-1	213.0027	22.53	25.00
14Day Recovery	DA-1	214.0027	22.53	25.00
14Day Recovery	DA-1	215.0027	22.53	25.00
14Day Recovery	DA-1	216.0027	22.53	25.00
14Day Recovery	DA-1	217.0027	22.53	25.00
14Day Recovery	DA-1	218.0027	22.53	25.00
14Day Recovery	DA-1	219.0027	22.53	25.00
14Day Recovery	DA-1	220.0027	22.53	25.00
14Day Recovery	DA-1	221.0027	22.53	25.00
14Day Recovery	DA-1	222.0027	22.53	25.00
14Day Recovery	DA-1	223.0027	22.53	25.00
14Day Recovery	DA-1	224.0027	22.53	25.00
14Day Recovery	DA-1	225.0027	22.53	25.00
14Day Recovery	DA-1	226.0027	22.53	25.00
14Day Recovery	DA-1	227.0027	22.53	25.00
14Day Recovery	DA-1	228.0027	22.52	25.00
14Day Recovery	DA-1	229.0027	22.52	25.00
14Day Recovery	DA-1	230.0027	22.52	25.00
14Day Recovery	DA-1	231.0027	22.52	25.00
14Day Recovery	DA-1	232.0027	22.52	25.00
14Day Recovery	DA-1	233.0027	22.52	25.00
14Day Recovery	DA-1	234.0027	22.52	25.00
14Day Recovery	DA-1	235.0027	22.52	25.00
14Day Recovery	DA-1	236.0027	22.52	25.00
14Day Recovery	DA-1	237.0027	22.52	25.00
14Day Recovery	DA-1	238.0027	22.52	25.00
14Day Recovery	DA-1	239.0027	22.52	25.00
14Day Recovery	DA-1	240.0027	22.52	25.00
14Day Recovery	DA-1	241.0027	22.52	25.00
14Day Recovery	DA-1	242.0027	22.52	25.00
14Day Recovery	DA-1	243.0027	22.52	25.00
14Day Recovery	DA-1	244.0027	22.52	25.00
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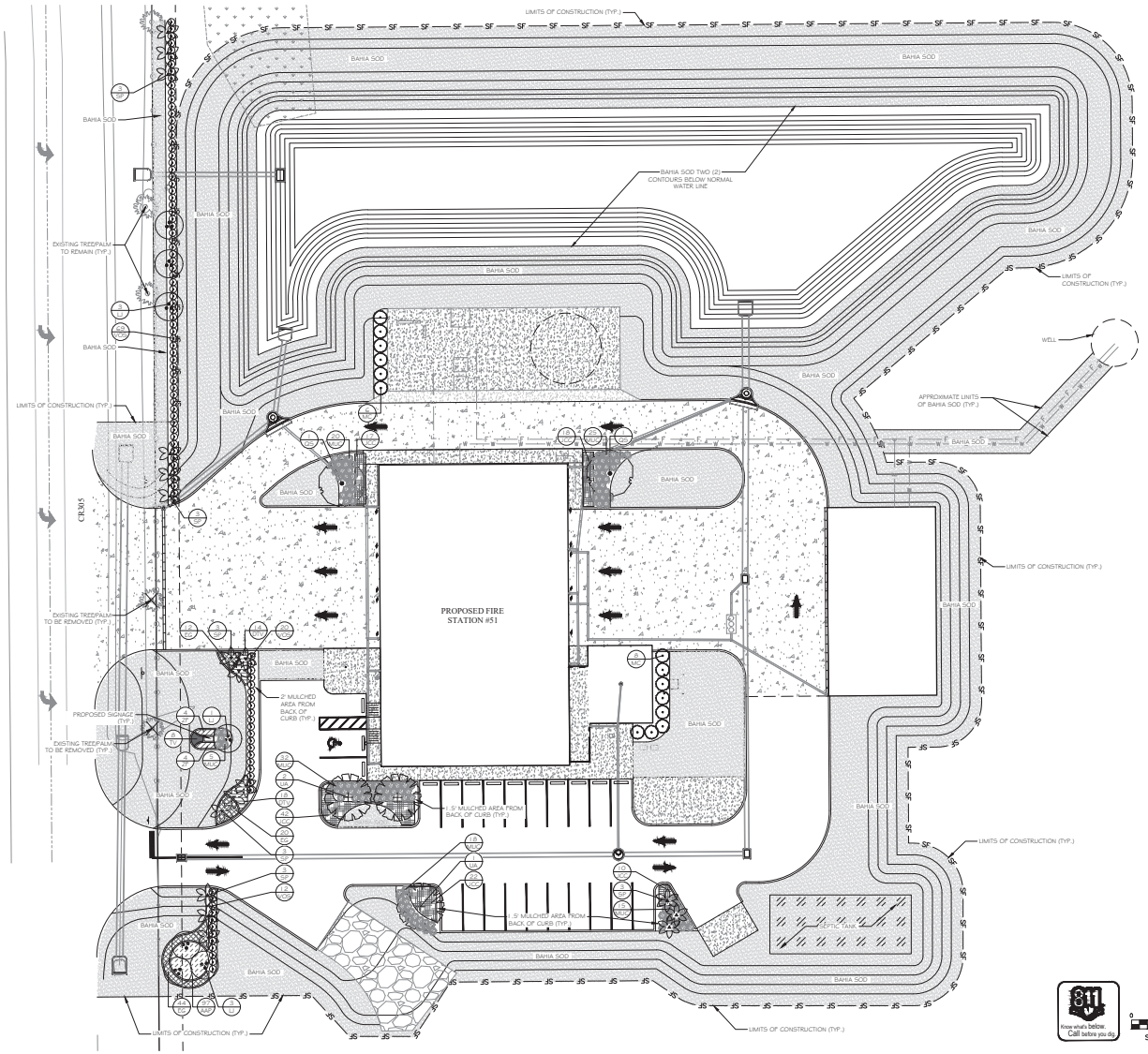
MISCELLANEOUS TABLES AND CHARTS

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd ● Ormond Beach, FL 32174
386-677-2482 ● Fax 386-677-2505
Civil Engineering ● Transportation ● Environmental
Landscape Architecture ● Planning

APPENDIX B

GEOTECHNICAL INFORMATION

ZEVCOHEN & ASSOCIATES INC
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Civil Engineering ● Transportation ● Environmental
Landscape Architecture ● Planning



FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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BBM STRUCTURAL
CCI ASSOCIATES
CMTA
ZEVCOHEN & ASSOCIATES INC.

REVISIONS		
MARK	DESCRIPTION	DATE
1	09/26/24 SDA 60% COMMENTS PER GAY	

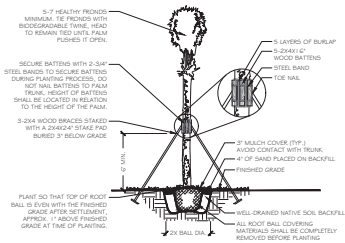
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ISSUE DATE: 01/27/2025
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LANDSCAPE PLAN & DETAILS

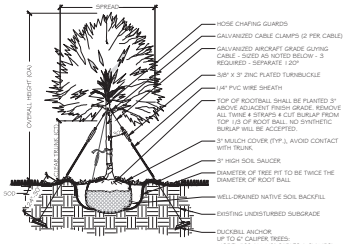
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90% CONSTRUCTION DOCUMENTS

NOT RELEASED FOR CONSTRUCTION

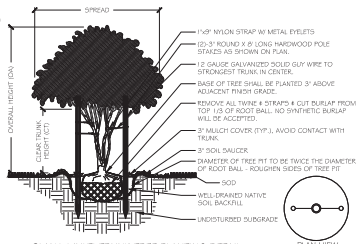
LA101 LANDSCAPE PLAN & DETAILS
1" = 20'-0"



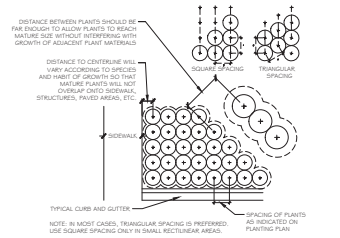
1 PALM PLANTING DETAIL
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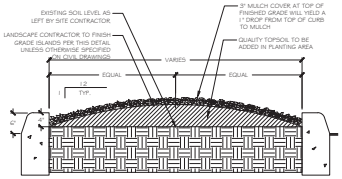
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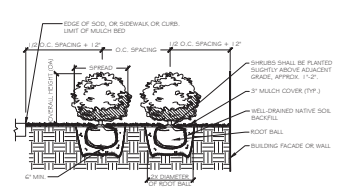
3 SMALL MULTI-TRUNK TREE PLANTING DETAIL
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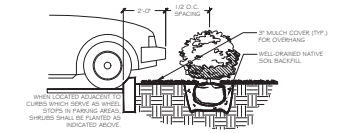
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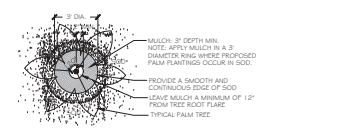
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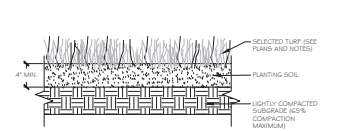
6 SHRUB PLANTING DETAIL
N.T.S. P-LA-SHR-SHRU-02



7 HEDGE PLANTING ADJACENT TO PARKING
N.T.S. P-LA-SHR-HEDG-01



8 PALM MULCHING DETAIL IN SOD AREAS
N.T.S. P-LA-MUL-PALM-01



9 TURF PLANTING DETAIL
N.T.S. P-LA-SOD-01

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
LT	7	LIGUSTRUM JAPONICUM `TREE FORM`	LIGUSTRUM TREE	8' X 8', 8' HT. MIN.	30 GAL.	
MC	14	MYRICA CERIFERA	WAX MYRTLE	4' HT.	15 GAL.	
QS	2	QUERCUS SHUMARDII	SHUMARD RED OAK	3.5" CAL.		
UA	3	ULMUS ALATA	WINGED ELM	1.5" CAL., 8' HT.,MIN		
PALM TREES						
SP	18	SABAL PALMETTO	CABBAGE PALMETTO	VARY C.T. HT. 8' - 12'		
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
SHRUBS							
VOS	101	VIBURNUM OBOVATUM `SELECT`	WALTERS SELECT VIBURNUM	24" HT. X 24" SP.	7 GAL.	36" o.c.	
GRASSES							
MUC	775	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	24" HT. X 18" SP.	3 GAL.	36" o.c.	
GROUND COVERS							
ANT	59	AGAPANTHUS AFRICANUS `PETER PAN`	DWARF BLUE LILY OF THE NILE	8-10" HT. X 8-10" SP.	1 GAL.	18" o.c.	
DTV	32	DIANELLA TASMANICA `VARIEGATA`	FLAX LILY	10" HT. X 10" SP.	1 GAL.	24" o.c.	
EG	76	EVOLVULUS GLOMERATUS	BLUE DAZE	8" HT. X 8" SP.	1 GAL.	24" o.c.	
JCC	109	JUNIPERUS CONFERTA `COMPACTA`	SHORE JUNIPER	8-10" HT. X 8-10" SP.	3 GAL.	30" o.c.	
TV	8	TULBAGHIA VIOLACEA	SOCIETY GARLIC	8-10" HT. X 8-10" SP.	1 GAL.	18" o.c.	
ZF	8	ZAMIA FLORIDANA	COONTIE PALM	1.2'HT.X1.2'SP.	3 GAL.	30" o.c.	FULL
SOD							
PNA	63,580 SF	PASPALUM NOTATUM `ARGENTINE`	BAHIA GRASS	---			

LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF `GRADES AND STANDARDS FOR NURSERY PLANTS`, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH A MINIMUM OF 3" PINE BARK MULCH, GRADE 'B' OR APPROVED EQUAL. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING UNLESS OTHERWISE NOTED ON PLANS.
4. SOD: SOD SHALL BE ARGENTINE BAHIA SOD. ALL SOD SHALL BE ROLLED UPON INSTALLATION. CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS & INSECTS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE NO GAPS BETWEEN SOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL SOD LOCATED ALONG THE SLOPED BANKS OF THE STORMWATER PONDS SHALL BE PURCHASED FROM A SAND GROWN NURSERY.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS OR OTHER UNDESIRABLE PLANTS, SOD, INSECTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
14. BED LINES: CONTRACTOR TO ENSURE CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO ADJACENT STRUCTURES UNLESS DESIGNED OTHERWISE.
15. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
16. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
17. WILDLIFE NOTIFICATION: THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANYALL INSTALLED PLANT MATERIAL DESTROYED/DAMAGED BY WILDLIFE WITHIN THE MAINTENANCE PERIOD.
18. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK, BY THE LANDSCAPE ARCHITECT OR OWNER, ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
19. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
20. GUARANTEE: CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, ABNORMAL FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
21. CALL BEFORE YOU DIG: CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNERS REPRESENTATIVE.
22. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT 'REDLINED' MARK-UPS OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS. THESE AS-BUILT REDLINES SHALL BE REPRESENTED ON ZEV COHEN & ASSOCIATES, INC. PLAN SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 'REDLINED' MARK-UPS OF THE IRRIGATION IMPROVEMENTS TO THE LANDSCAPE ARCHITECT.
2. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBSTANTIAL SITE PLAN APPROVAL.

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

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REVISIONS		
MARK	DESCRIPTION	DATE
1	09/26/24 SDA 60% COMMENTS PER GAY	

COMM. NO.: 2022827
ISSUE DATE: 01/27/2025
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LANDSCAPE PLAN & DETAILS

LA102
90% CONSTRUCTION DOCUMENTS
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LA102 LANDSCAPE PLAN & DETAILS
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ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

Environmental Assessment

For

Flagler County Fire Station 51

ZC 22158

October 16, 2024

Prepared For:
Gay Geiger, AIA
Principal
Schenkel Shultz
200 E Robinson St., Unit 300
Orlando, Florida 32801

Prepared By:
Zev Cohen & Associates, Inc.
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
(386) 677-2482

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1.0 PROJECT INFORMATION

The proposed Flagler County Fire Station 51 project site is approximately 4.20 acres and located in Section 10, Township 12 South, Range 29 East in Flagler County, Florida (**Location Map**). The site borders Highway 100 to the north, a residential property to the east, agriculture warehouse to the south, and County Road 305 to the west (**Aerial Map**). The latitude and longitude coordinates for the approximate center of the project are 29°28'48.48"N, 81°22'17.74"W (**USGS Quadrangle Map**).

The applicant for the project is:

Gay Geiger
Principal
Schenkel Shultz
200 East Robinson Street, Unit 300
Orlando, FL 32801

The engineer for the project is:

Randy Hudak, P.E.
Zev Cohen and Associates, Inc.
300 Interchange Boulevard, Suite C
Ormond Beach, FL 32174
(386) 677-2482

The property owner for the project is:

Flagler County Government
c/o Richard Zion, P.E.
1769 East Moody Boulevard, Bldg. 2
Bunnell, FL 32110
(386) 313-4001

The project biologist for this project is:

Mallory Tatum
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The subject property is proposed to be redeveloped as a fire station for Flagler County Government. The development will include the fire station building and associated

infrastructure, including parking areas, driveways, and stormwater treatment areas. The project area consists of improved and maintained pastures currently being utilized for storage, laydown areas, vehicular transportation management, etc. associated with the current fire station located on the site.

Zev Cohen & Associates, Inc. (ZCA) Environmental Department staff conducted an Environmental Assessment (EA) of the subject property. The EA included a site review to determine habitat types present on site, delineation of wetland and surface waters, and documented the potential of occurrence of federal and state protected species. This EA report discusses survey methodology, results, and supplementary materials.

2.0 SOILS

A review of the soil types present was conducted to characterize the existing conditions on the proposed property. The soil review used soil surveys conducted by the United States Department of Agriculture (USDA) and Natural Resources Conservation Services (NRCS). Data are presented in accordance with Official Soil Series Descriptions (**Soils Map**).

4 – Wabasso Fine Sand: This very deep, nearly level, poorly drained soil is in broad flatwood areas. Typically, the surface layer is very dark gray fine sand about 4 inches thick. The water table is typically between 6 to 18 inches of the soil surface. Permeability is slow or very slow. The available water capacity is low.

3.0 VEGETATIVE COMMUNITY AND LAND USE DESCRIPTIONS

Land use area and vegetative communities were categorized according to the Florida Department of Transportation (FDOT) (1999) *Florida Land Use, Cover and Forms Classification System* (FLUCFCS). The site is dominated by improved and maintained upland bahia pastures and a small, isolated herbaceous wetland (**Habitat Map**). The communities and land uses observed on the subject property are described in detail below.

Improved Pastures (211) (4.20 ac) – This habitat is the majority of the site and consists of an open canopy and sub-canopy. The groundcover is actively maintained and dominated by bahia grass (*Paspalum notatum*).

Wet Prairies (643) (0.05 ac) – This habitat is a small section along the northern boundary and has an open canopy and sub-canopy. The ground cover consists of creeping primrose (*Ludwigia repens)*, bahia grass, and a variety of sedges and rushes.

4.0 WETLANDS AND SURFACE WATERS

Criteria used to determine the presence of wetlands and surface waters and delineate their boundaries were in accordance with Chapter 62-340 F.A.C. and the 1987 Corps of Engineers Wetlands Delineation Manual. Approximately **0.05** acres of wetlands were delineated onsite by ZCA staff scientists (**Wetland Map**).

This area has been a sod field and used for agricultural purposes prior to the 1940's (**Historical Aerial Map**). The wetland area that is currently present is not evident in prior aerials and is likely man-made resulting from the historical sod harvesting. A total of **0.05** acres of wetlands occur and are proposed for impact by the development (**Wetland Impact Map**). This wetland is isolated and less than half an acre in size, therefore, not subject to the provisions in the ERP Applicants Handbook, Vol. 1 10.2.2 through 10.2.3.7 and 10.2.5 through 10.3.8. No mitigation is proposed to offset the impacts to the wetland.

An Environmental Resource Permit (ERP) from the St. Johns River Water Management District (SJRWMD) is being requested for the proposed fire station. A site inspection with SJRWMD is expected to review the wetland lines and other environmental criteria.

The onsite wetland appears to be wholly isolated, therefore, not connected to Waters of the United States (WOTUS). The wetland impacts are likely not Section 404 jurisdictional and will not require a federal permit nor federal mitigation. However, a No Permit Required (NPR) letter can be applied for to the US Army Corps of Engineers should a determination be necessary.

5.0 PROTECTED SPECIES

Prior to the initial site survey, a preliminary literature review was conducted to compile a list of federal or state protected wildlife species that might occur on-site. Database resources utilized included: the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPAC) System, the Florida Fish and Wildlife Conservation Commission (FWC) *Florida's Endangered Species, Threatened Species, and Species of Special Concern*, the Audubon Florida EagleWatch Nest Locator, and the Florida Department of Agriculture and Consumer Services (FDACS).

5.1 Protected Wildlife Species

The federal and state protected species with the potential to occur within the project site are listed below in Table 1. The estimated likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table. The site was determined to include potentially suitable habitat for gopher tortoises and

foraging habitat for the sandhill cranes and southeastern American kestrel which are state protected species. These species are discussed further following the table.

Table 1. Protected wildlife species with the potential to occur on the subject property, in Flagler County, Florida October 2024.

Species Name	Common Name	Agency Listing		Likelihood of Occurrence	Habitat
			FWC/USFWS		
Ajaia ajaja	Roseate spoonbill	SSC		Low	Marshes, swamps, ponds, rivers and lagoons
Aphelocoma coerulescens	Florida scrub-jay	T	T	Low	Scrub and scrubby flatwoods
Aramus guarana	Limpkin	SSC		Low	Swamps, forested floodplains, mangrove swamps & marshes
Dendroica kirtlandii	Kirtland's warbler	E	E	Low	Migrant, utilizing various terrestrial and palustrine habitats
Drymarchon corais couperi	Eastern indigo snake	T	T	Low	Wide variety of habitats
Egretta caerulea	Little blue heron	SSC		Low	Marshes, ponds, lakes, meadows, streams & mangroves
Egretta rufescens	Reddish egret	SSC		Low	Marine and estuarine tidal swamps
Egretta thula	Snowy egret	SSC		Low	Marshes, lakes, ponds and shallow, coastal habitats
Egretta tricolor	Tricolored heron	SSC		Low	Marshes, ponds and rivers
Eudocimus albus	White ibis	SSC		Low	Marshes, mangroves, lakes and estuaries
Falco sparverius paulus	Southeastern American kestrel	T		Moderate	Open, or partly open habitats with scattered trees
Gopherus polyphemus	Gopher tortoise	SSC		Moderate	Sandhills, scrub, hammocks, dry prairies, flatwoods, & ruderal
Grus canadensis pratensis	Florida sandhill crane	T	E	Moderate	Shallow wetlands, freshwater marshes and wet prairies
Haliaeetus leucocephalus leucocephalus	Southern bald eagle	T	T	Low	Coasts, rivers and large lakes in open areas
Mycteria americana	Wood stork	E	E	Low	Marshes, swamps, streams and mangroves
Picoides borealis	Red-cockaded woodpecker	T	E	Low	Open, mature pine woodlands
Pituophis melanoleucus mugitus	Florida pine snake	SSC		Low	Sandhills, scrubby flatwoods, hammocks & ruderal habitats
Podomys floridanus	Florida mouse	SSC		Low	Scrub, flatwoods and longleaf pine-turkey oak sandhills
Polyborus plancus	Crested caracara	T	T	Low	Open country, groves, pastureland and cultivated areas
Pteronotropis welaka	Bluenose Shiner	SSC		Low	Riverine; quiet, weedy pools and holes
Rana capito	Gopher frog	SSC		Low	Xeric uplands and pine flatwoods
Ursus americanus floridanus	Florida black bear	T		Low	Variety of forested landscapes

FE= Federally Endangered; FT= Federally Threatened; ST= State Threatened SSC= Species of Special Concern BE= Bald and Golden Eagle Protection Act

A total of three species have a moderate potential to occur onsite given the site characteristics assessed by Zev Cohen and Associates, Inc. staff scientists. These species, in addition to the bald eagle are discussed in detail below.

Southeastern American Kestrel *(Falco sparverius paulus)* – The southeastern American Kestrel is Florida's non-migratory species of kestrel and is designated as threatened by the State of Florida due to the overall decline in nesting and foraging habitat. This small species of falcon

frequent a variety of open habitats including pastures, low intensity agricultural fields, open woodlands, and fields within residential areas. They nest primarily in large dead trees, known as snags. The onsite habitats may support potential foraging areas for the species, however, there is no nesting habitat nor available snags. No impacts to the species are expected.

Gopher Tortoise *(Gopherus polyphemus)* – The gopher tortoise is a state-designated Threatened Species due to habitat loss associated with development. Gopher tortoises require uplands that have a high enough elevation to allow for the construction of underground burrows that would not be below the groundwater table. These conditions are present on the subject property. Other commensal species do utilize these burrows such as the Gopher frog (*Lithobates capito*), Florida mouse (*Podomys floridanus*), and the Eastern indigo snake (*Drymarchon couperi*). A 100% gopher tortoise survey is required within 90 days prior to construction, and permitting will be required by an authorized gopher tortoise agent. If any gopher tortoise burrows are identified on site, burrow excavation and tortoise relocation will be required prior to construction for all identified burrows and a gopher tortoise relocation permit will need to be obtained from FWC.

Florida Sandhill Crane (*Grus canadensis*) – The Florida sandhill crane is a state-designated threatened species. They inhabit areas with freshwater marshes, prairies, and pastures and are often seen alongside roads and in yards in housing developments. They lay their nests are on mats of vegetation in shallow water. These are threatened species in Florida due to habitat loss associated with wetland drainage or conversion to prairie for development or agricultural use. They are protected by the US Migratory Bird Treaty Act and Florida's Endangered and Threatened Species Rule. The onsite pastures may provide foraging habitat for the species. However, the onsite habitats do not provide nesting habitats, therefore, no impacts to the species are expected.

Bald Eagle *(Haliaeetus leucocephalus)* – In 2007, the USFWS removed the Bald Eagle from the list of federally endangered and threatened species. They were additionally removed from the FWC's imperiled species list in 2008. Bald Eagles are no longer protected under the Endangered Species Act; however, they are still protected under the Bald and Golden Eagle Protection Act. This act restricts development adjacent to known Bald Eagle nests.

According to the Audubon's Florida EagleWatch Nest Locator database, there is a single eagle nest (NEST ID: FL003 located approximately 6.43 miles southwest of the project (**Audubon Florida Eagle Watch Public Nest Screenshot October 16, 2024**). Please note that the location provided by this website is provided only to allow the user to view the general location of a nest and to confirm that an appropriate area of interest was targeted by the user's search. Since these

nests do not occur within 660' of the site, development of the site will not be constrained by the bald eagle.

5.2 Wildlife Survey

A preliminary site review was conducted to assess the potential presence of protected wildlife species on the subject property. The only federally or state protected species found to potentially occur on the project site are the gopher tortoise, Florida sandhill crane, and southeastern American kestrel. A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an Authorized Gopher Tortoise Agent, though their presence is unlikely due to the current agricultural operations and high water table. A gopher tortoise relocation permit will be required depending upon the amount of burrows located. Any tortoise burrows identified during the survey will require excavation and relocation of tortoises to an Authorized Gopher Tortoise Recipient Site.

6.0 SUMMARY

Zev Cohen and Associates, Inc. has conducted a site review on the proposed project site for the purposes of determining the presence or potential presence wetlands and state and federally protected wildlife. A total of **0.05** acres of wetlands have been delineated onsite and are proposed for impact. Permitting with SJRWMD is expected, though no mitigation to offset impacts to the wetland is proposed.

A wildlife survey was conducted to evaluate the potential presence of state and federally protected wildlife species. The gopher tortoise, Florida sandhill crane, and southeastern American kestrel are the only listed species with possible presence on the subject property. A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an Authorized Gopher Tortoise Agent.

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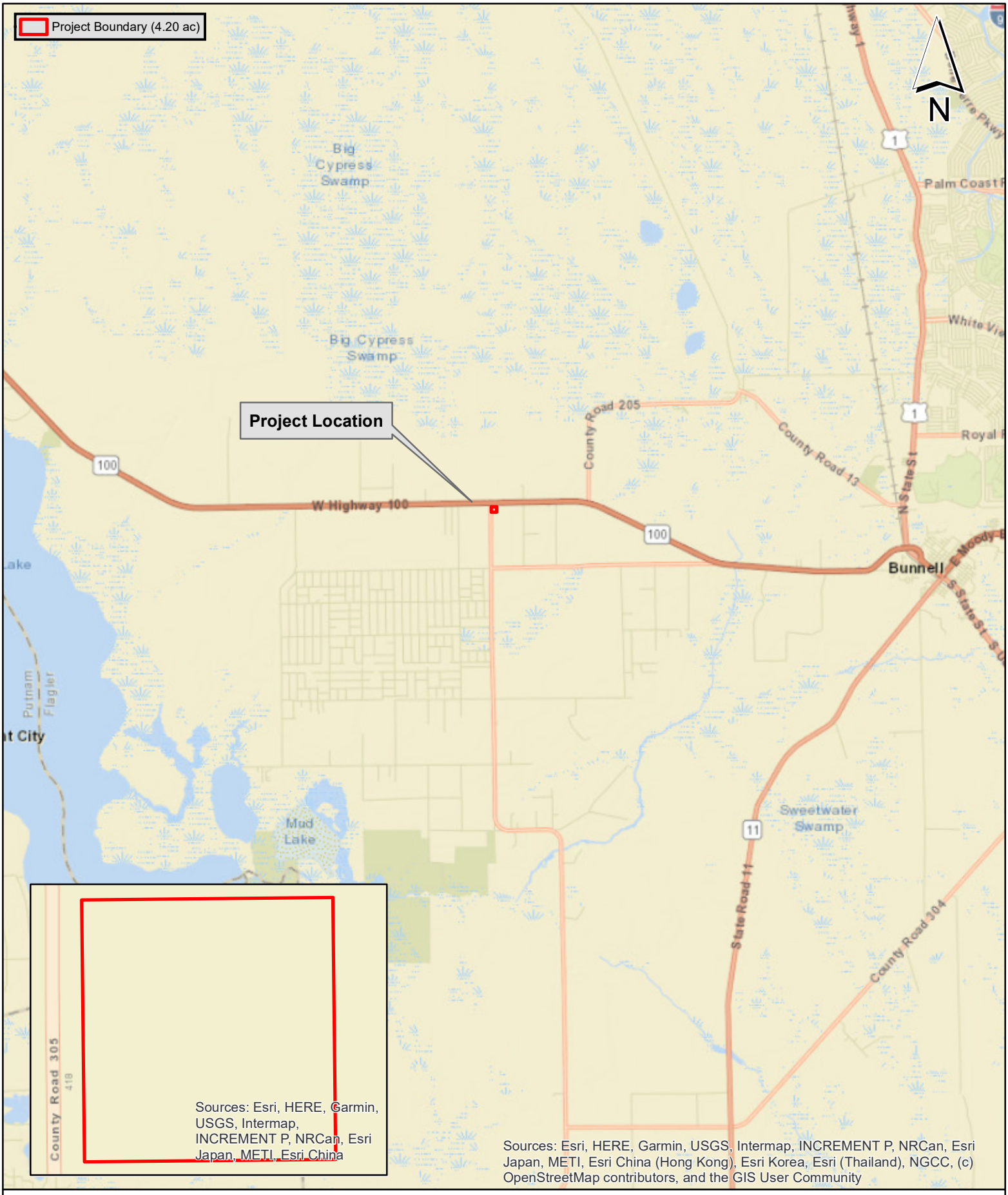
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APPENDIX A



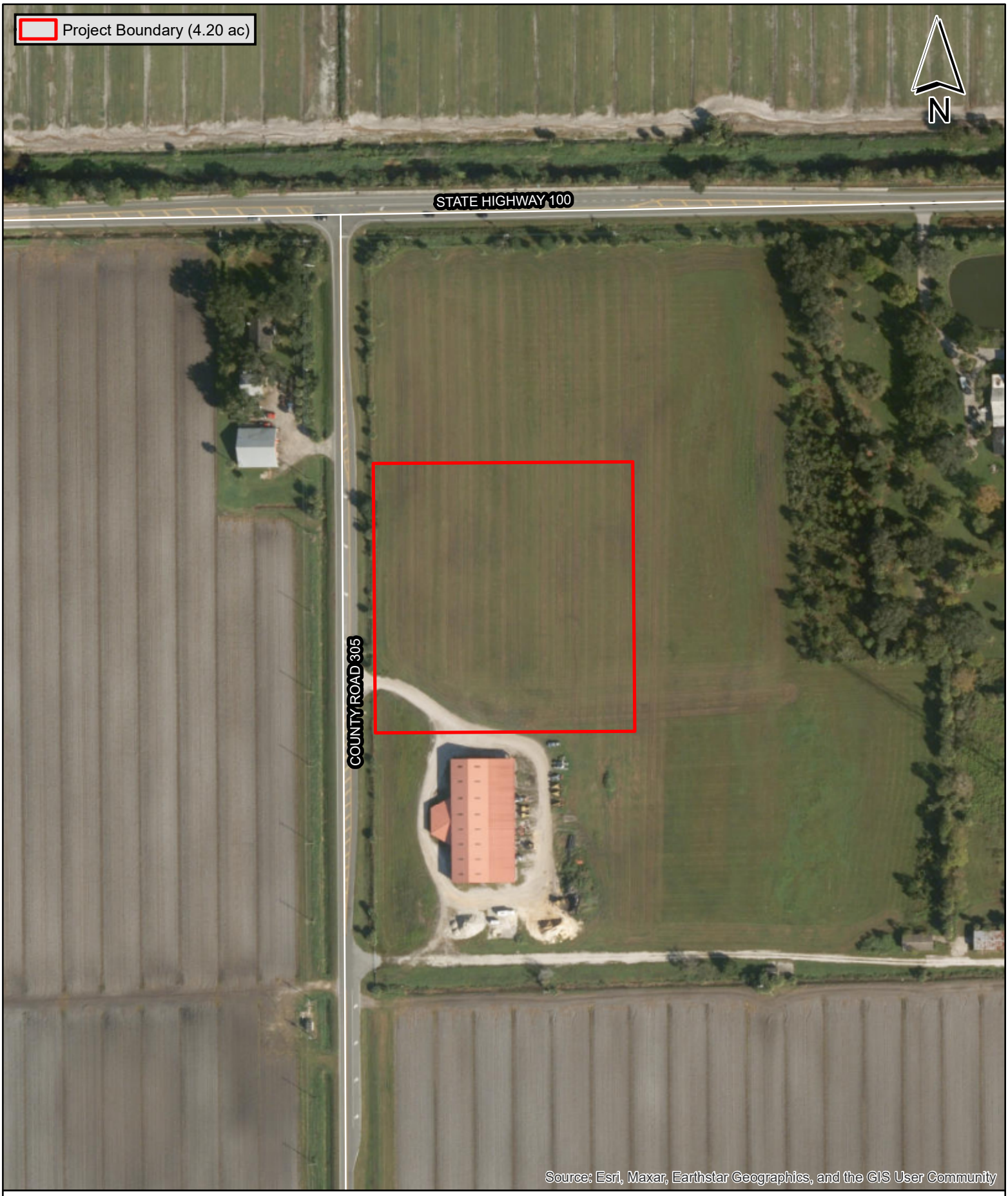
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Location Map
Flagler County Firestation
Flagler County, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



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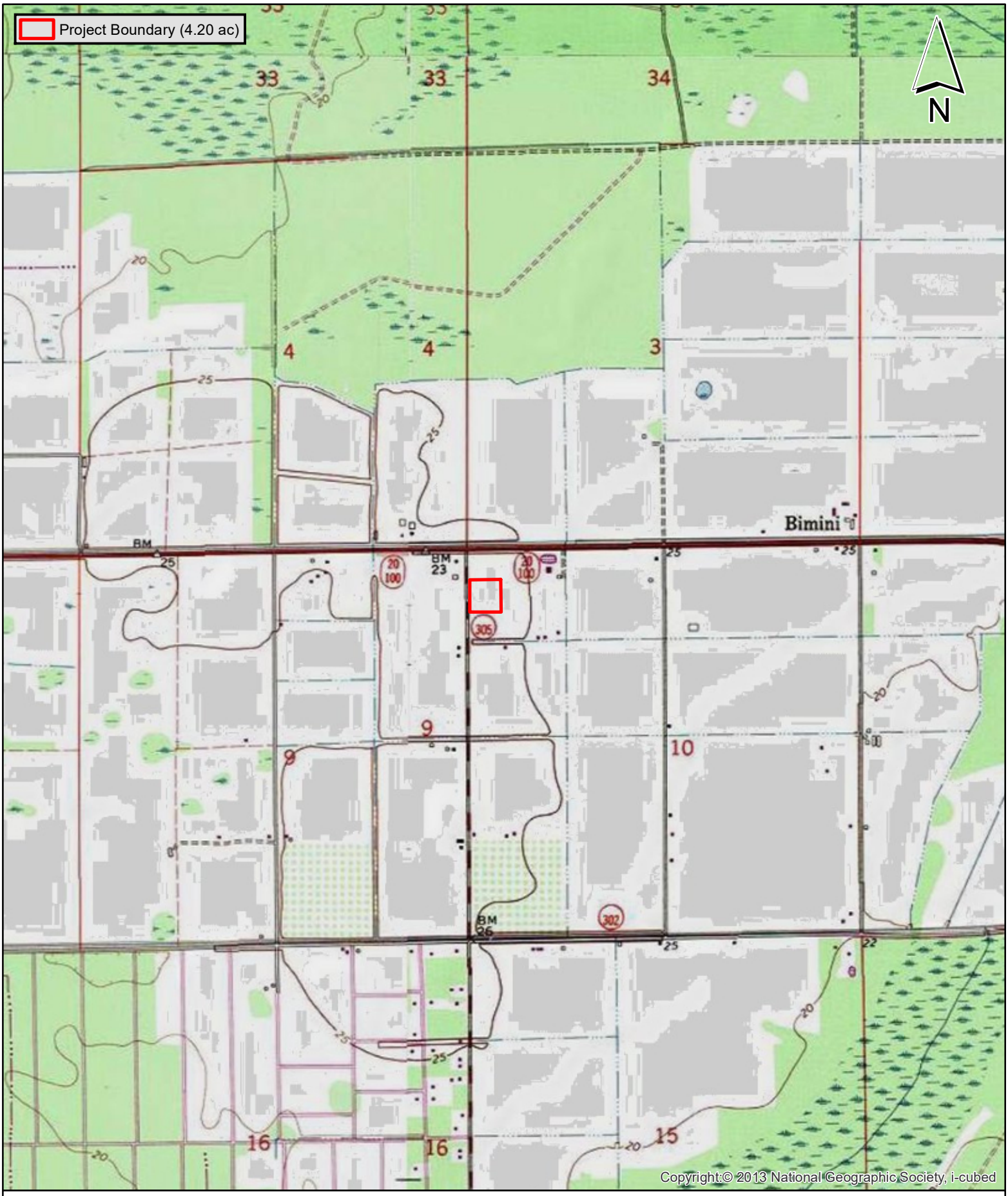
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Aerial Map
Flagler County FS 51
Flagler County, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



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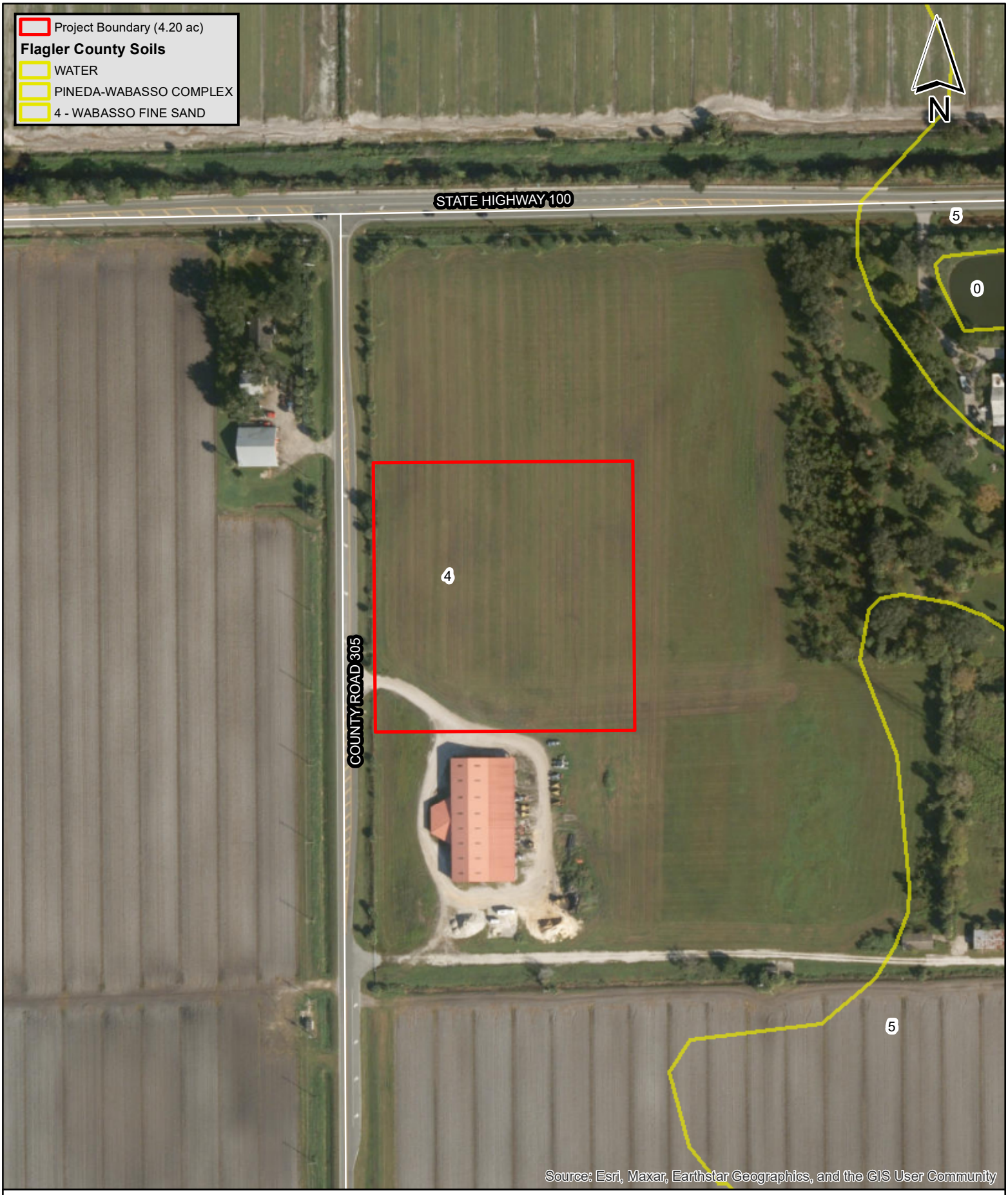
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USGS Quadrangle Map
Flagler County Firestation
Flagler County, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



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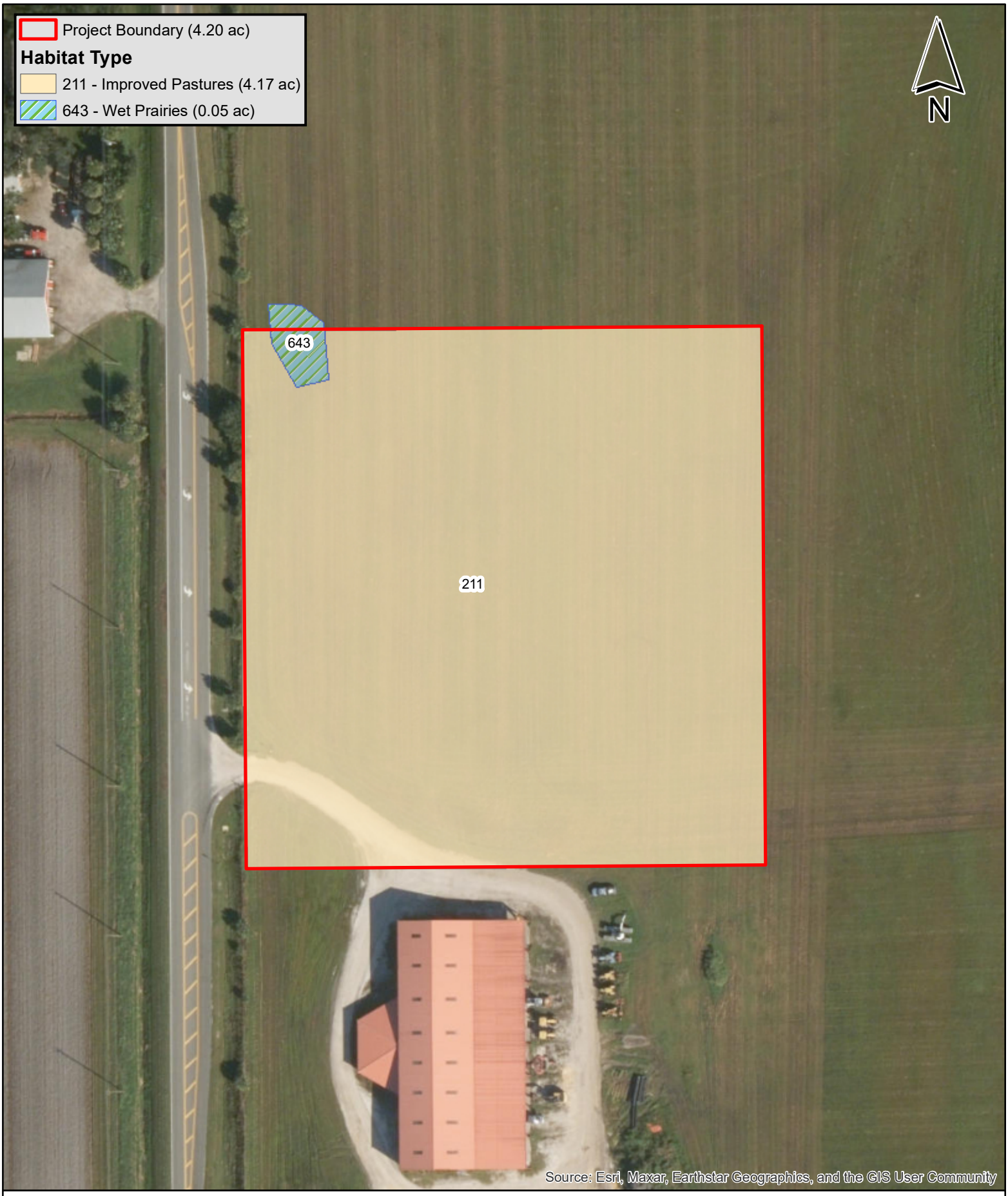
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Soils Map
Flagler County Firestation
Flagler County, FL

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Ormond Beach, FL 32174
ph 386-677-2482



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Habitat Map
Fire Station 51
Flagler County, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



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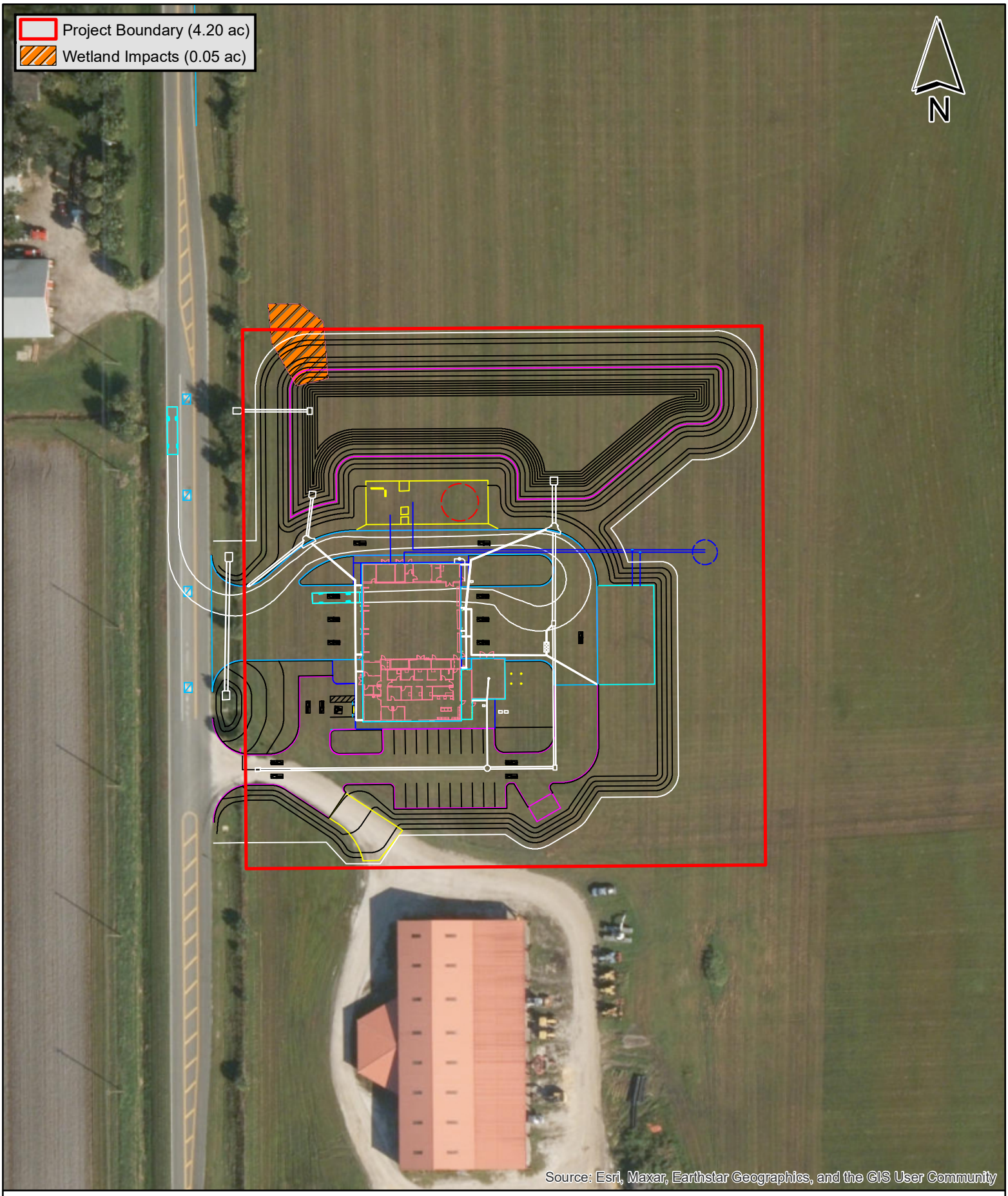
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Wetland Map
Fire Station 51
Flagler County, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482





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Wetland Impact Map
Fire Station 51
Flagler County, FL

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APPENDIX B

1018 Thomasville Road
Suite 200-C
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850-224-8207
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www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

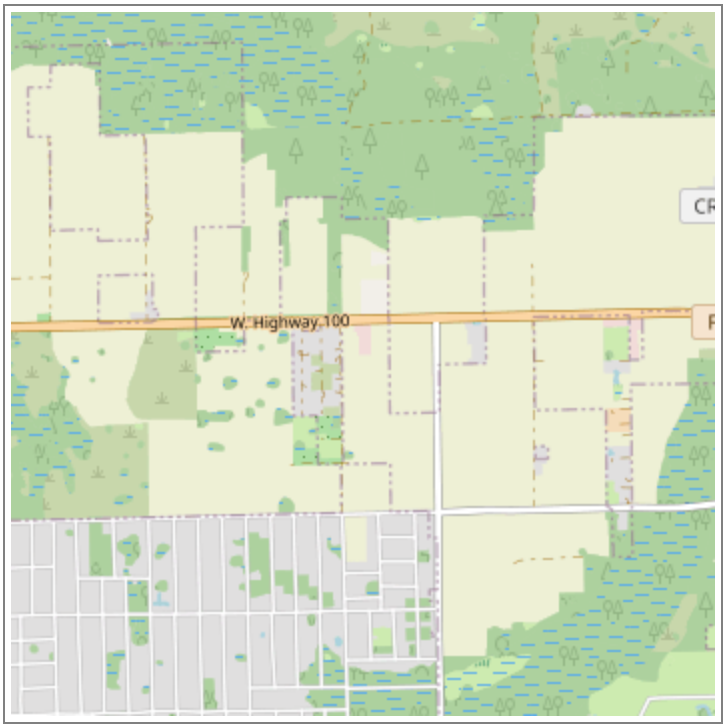
UNOFFICIAL REPORT

Created 10/16/2024

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 46719



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 46719

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

2 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Mycteria americana Wood Stork	G4	S2	T	FT
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 46719

24 **Potential** Elements for Matrix Unit 46719

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Antigone canadensis pratensis Florida Sandhill Crane	G5T2	S2	N	ST
Arnoglossum diversifolium variable-leaved Indian-plantain	G2	S2	N	T
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Carex chapmannii Chapman's sedge	G3	S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Coelorachis tuberculosa Piedmont jointgrass	G3	S3	N	T
Conradina grandiflora large-flowered rosemary	G3	S3	N	T
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Dryobates borealis Red-cockaded Woodpecker	G3	S2	E, PT	FE
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Gymnopogon chapmanianus Chapman's skeletongrass	G3	S3	N	N
Helianthus carnosus lake-side sunflower	G1G2	S1S2	N	E
Lithobates capito Gopher Frog	G2G3	S3	N	N
Litsea aestivalis pondspice	G3?	S2	N	E
Matelea floridana Florida spiny-pod	G2	S2	N	E
Monotropsis reynoldsiae pygmy pipes	G2	S2	N	E
Nemastylis floridana celestial lily	G2	S2	N	E
Neofiber alleni Round-tailed Muskrat	G2	S2	N	N
Nolina atopocarpa Florida beargrass	G3	S3	N	T
Pteroglossaspis ecristata giant orchid	G2G3	S2	N	T
Pycnanthemum floridanum Florida mountain-mint	G3	S3	N	T
Rhynchospora thornei Thorne's beaksedge	G3	S1S2	N	N
Rudbeckia nitida St. John's blackeyed susan	G3	S2	N	E
Salix floridana Florida willow	G2G3	S2S3	N	E

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

NOT FOR CONSULTATION

Location

Flagler County, Florida



Local office

Florida Ecological Services Field Office

(352) 448-9151
(772) 562-4288
fw4flesregs@fws.gov

777 37th St
Suite D-101
Vero Beach, FL 32960-3559

https://www.fws.gov/office/florida-ecological-services

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

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2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Tricolored Bat Perimyotis subflavus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

Birds

NAME	STATUS
Eastern Black Rail Laterallus jamaicensis ssp. jamaicensis Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Whooping Crane Grus americana No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/758	EXPN
Wood Stork Mycteria americana No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8477	Threatened

Reptiles

NAME	STATUS
Eastern Indigo Snake Drymarchon couperi Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/646	Threatened
Green Sea Turtle Chelonia mydas There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/6199	Threatened

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Hawksbill Sea Turtle Eretmochelys imbricata Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3656	Endangered
Leatherback Sea Turtle Dermochelys coriacea Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/1493	Endangered

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

NOT FOR CONSULTATION

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to Bald Eagle Nesting and Sensitivity to Human Activity

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

NOT FOR CONSULTATION

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

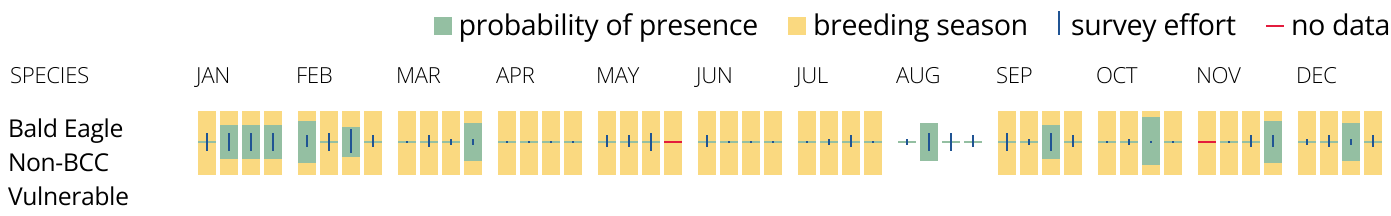
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

NOT FOR CONSULTATION

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply). To see a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

NOT FOR CONSULTATION

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management

- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NOT FOR CONSULTATION

NAME	BREEDING SEASON
American Kestrel Falco sparverius paulus This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31
American Oystercatcher Haematopus palliatus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8935	Breeds Apr 15 to Aug 31
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

Black Skimmer *Rynchops niger* — Breeds May 20 to Sep 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5234

Chimney Swift *Chaetura pelagica* — Breeds Mar 15 to Aug 25

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Great Blue Heron *Ardea herodias occidentalis* — Breeds Jan 1 to Dec 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Least Tern *Sternula antillarum antillarum* — Breeds Apr 25 to Sep 5

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Lesser Yellowlegs *Tringa flavipes* — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9679

Pectoral Sandpiper *Calidris melanotos* — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Prairie Warbler *Setophaga discolor* — Breeds May 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Reddish Egret *Egretta rufescens* — Breeds Mar 1 to Sep 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/7617

Ruddy Turnstone *Arenaria interpres morinella* — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Semipalmated Sandpiper *Calidris pusilla* — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

NOT FOR CONSULTATION

Short-billed Dowitcher Limnodromus griseus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Swallow-tailed Kite Elanoides forficatus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30
Willet Tringa semipalmata This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 20 to Aug 5
Wilson's Plover Charadrius wilsonia This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 1 to Aug 20

NOT FOR CONSULTATION

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum

probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

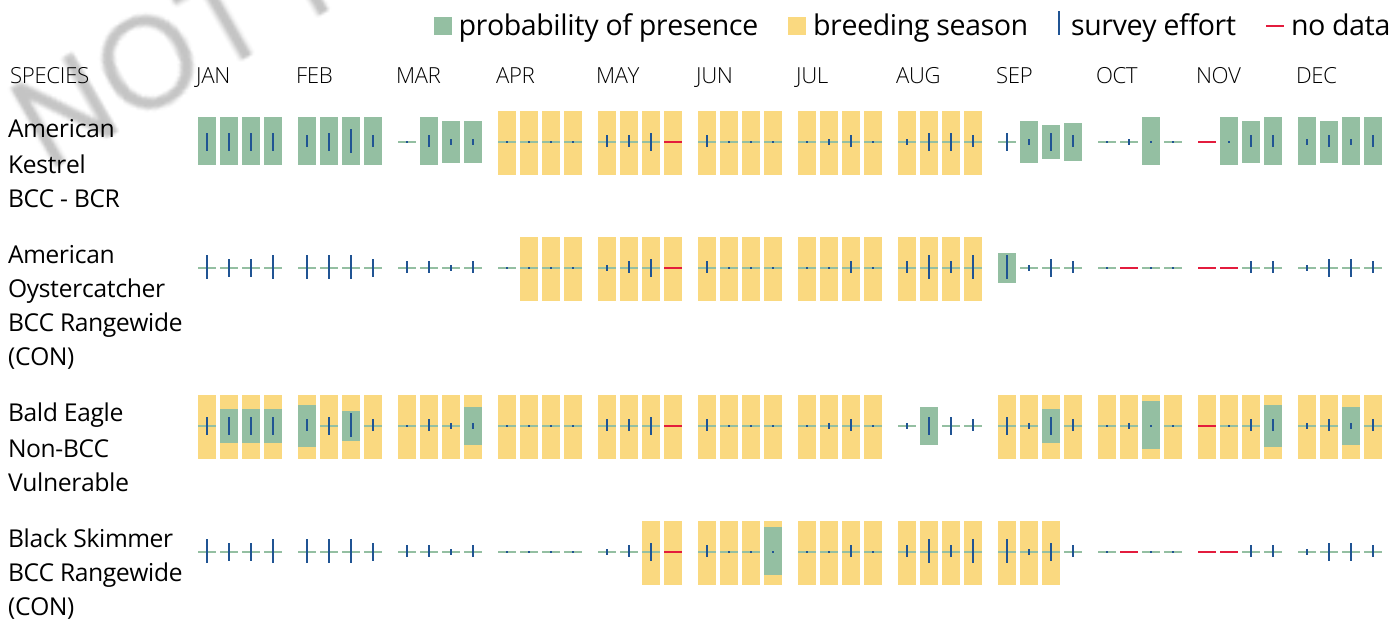
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

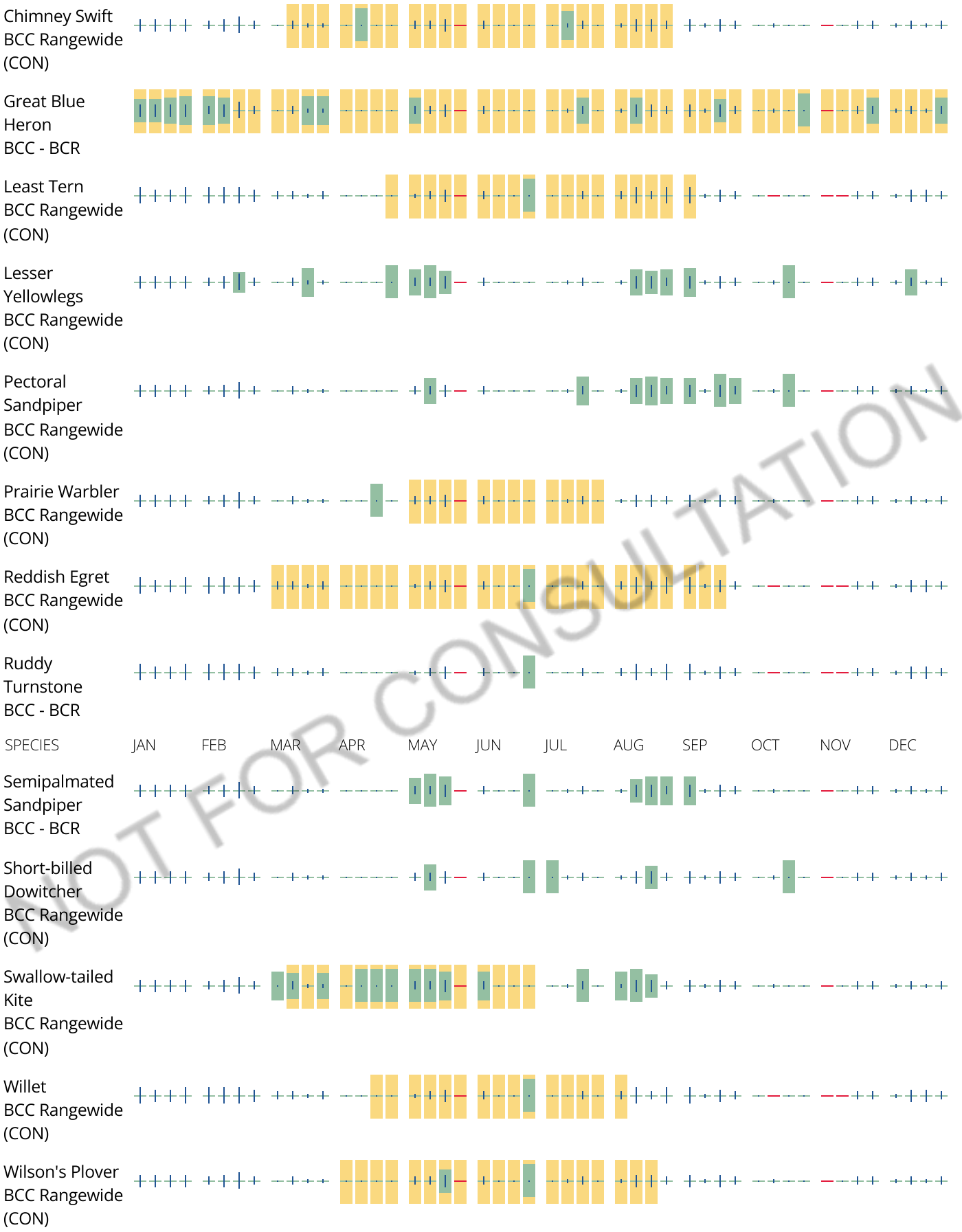
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



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Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the RAIL Tool and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);

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2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

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Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

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This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

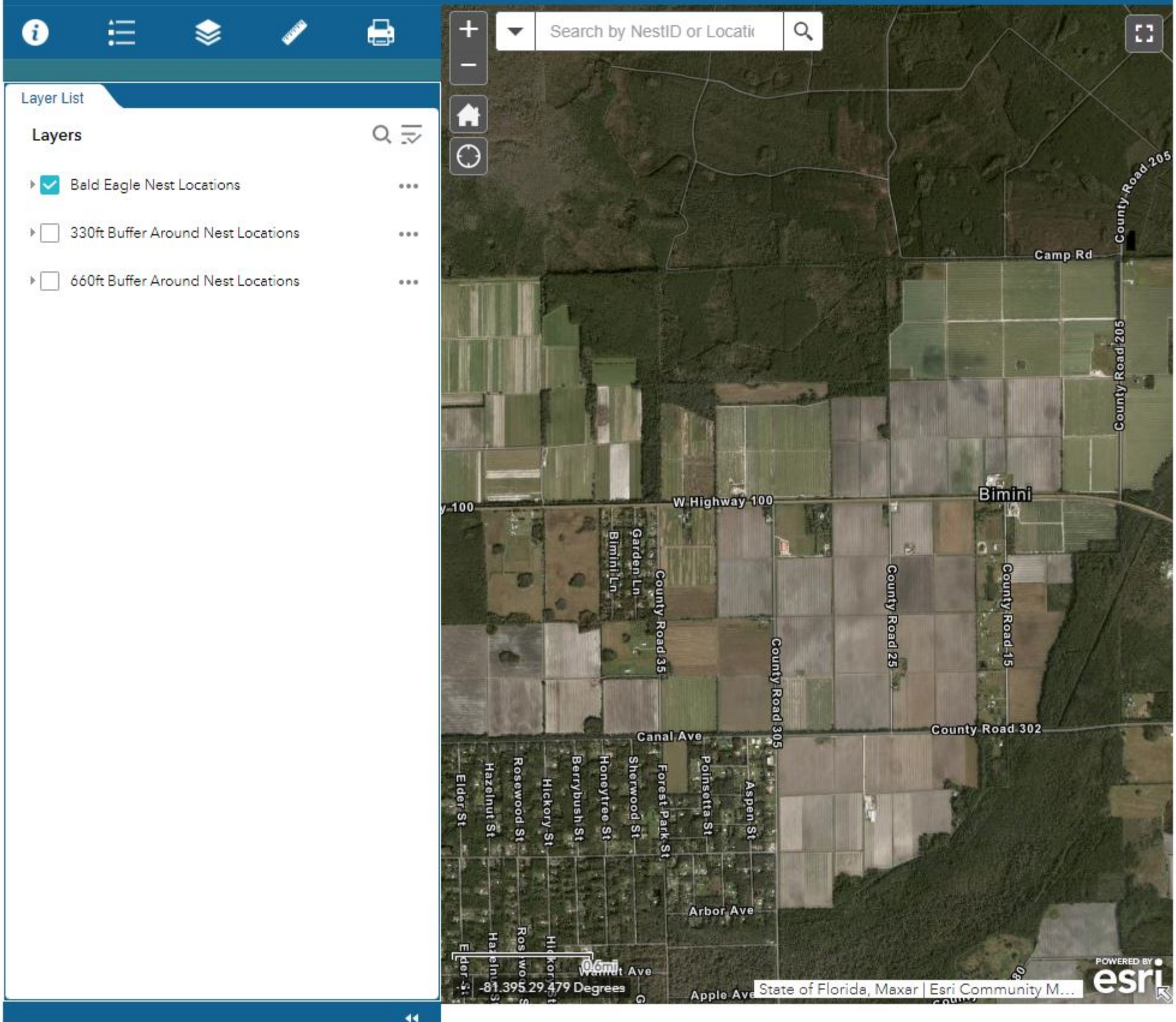
Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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Audubon Florida EagleWatch Public Nest Map



Geotechnical and Environmental Consultants, Inc.

REPORT OF GEOTECHNICAL ENGINEERING EVALUATION

FLAGLER FIRE STATION 51
Flagler County, Florida
GEC Project No. 5421G

Prepared for:
SCHENKELSHULTZ
200 East Robinson Street, Suite 300
Orlando, Florida 32801

Prepared by:
Geotechnical and Environmental Consultants, Inc.
919 Lake Baldwin Lane
Orlando, Florida 32814

January 18, 2024
Revised February 12, 2024

01/29/2025 03:32 pm IP:[24.173.163.2] Packet No: 11860

Geotechnical and Environmental Consultants, Inc.

January 18, 2024
Revised February 12, 2024

SCHENKELSHULTZ
200 East Robinson Street, Suite 300
Orlando, Florida 32801

Attention: Ms. Gay Geiger, AIA, Principal

Subject: Report of Geotechnical Engineering Evaluation
FLAGLER FIRE STATION 51
Flagler County, Florida
GEC Project No. 5421G

Dear Ms. Geiger:

Geotechnical and Environmental Consultants, Inc. (GEC) has completed our geotechnical engineering evaluation for the above referenced project and prepared this report in accordance with our Proposal No. 11460G dated June 21, 2023. The purpose of this study was to develop geotechnical engineering recommendations to guide site preparation and design and construction of the building foundation, associated parking area, and stormwater pond. This report describes our methodology, documents our field and laboratory test results and presents our recommendations regarding the geotechnical engineering aspects of the project.

GEC appreciates the opportunity to be of service to you on this project. If you have any questions concerning the contents of this report, or if we may be of further assistance, please contact us.

Sincerely,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

DANIEL C. STANFILL LICENSE No 42763 STATE OF FLORIDA PROFESSIONAL ENGINEER

Daniel C Stanfill 2024.02.14 07:52:34 -05'00'

Christopher M. Davis, E.I.
Geotechnical Engineer Intern

Daniel C. Stanfill, P.E.
Senior Vice President
Florida License No. 42763

This Report has been digitally signed and sealed by Daniel C. Stanfill, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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APPENDIX C LABORATORY TEST RESULTS

C.1 Laboratory Permeability Test
C.2 Double Ring Infiltrometer Test
C.3 Corrosion Test Results

1.0 SITE LOCATION AND DESCRIPTION

The project site is located approximately 500 feet south of the intersection SR 100 and CR 305 in Flagler County, Florida, as shown on **Figure 1**. The project site is approximately 10 acres with a parcel ID of 10-12-29-0000-01040-0021. The site is currently an open grassed field. The site is mostly surrounded by farmland. A Flagler County Maintenance Facility is located just south of the site.

The site topography can be described as mostly level throughout the site. The USGS Bunnell, Florida and St. Johns Park, Florida Quadrangle map, shown on **Figure 1**, indicates the site ground surface elevation to be approximately +25 feet NGVD (+24 feet NAVD88).

2.0 PROJECT DESCRIPTION

Project plans include the construction of a new fire station building with an associated paved parking/drive area. The new fire station structure will have an approximate footprint of 12,000 square feet. In addition, a retention pond, septic tank and drainfield, and two storage tanks are proposed for the site. The provided site concept plan is shown on **Figure 2**.

If any of the above project information is incorrect, please notify us so that we can evaluate whether the changes in design affect our recommendations.

3.0 NRCS SOIL SURVEY

The Natural Resources Conservation Service (NRCS) Soil Survey of Flagler County, Florida was reviewed for near-surface soil and groundwater information. The NRCS Soil Survey map is shown on **Figure 1**. The soils near the project site are summarized in **Table 1**.

Table 1: Summary of Flagler County NRCS Soil Survey Units

Soil Unit No.	Soil Name	Depth (inches)	Unified Soil Classification Symbols	Seasonal High Groundwater Depth Range (feet)	Hydrologic Group
4	Wabasso fine sand, 0 to 2 percent slopes	0 – 4 4 – 16 16 – 28 28 – 32 32 – 48 48 – 80	SP-SM, SM SP-SM, SM SP-SM, SM SP-SM, SM SC-SM, SC, CL SM	0.5 – 1.5	A/D

The Wabasso fine sand soil unit (Soil Unit No. 4) is identified throughout the site by the Flager County NRCS soil surveys. These soils are generally classified as level to gently sloping and well

to poorly drained. The NRCS predicts seasonal high groundwater levels for these soil types to generally range from 0.5 to 1.5 feet below the natural ground surface.

Information contained in the NRCS Soil Survey is very general and may be outdated. Therefore, it may not be reflective of actual soil and groundwater conditions, particularly if recent development in the site vicinity has modified soil conditions or surface/subsurface drainage. The information obtained from recent soil borings provides a better characterization of actual site conditions.

4.0 POTENTIOMETRIC MAP DATA

Artesian groundwater conditions can be predicted based on comparison of the Floridan aquifer potentiometric surface and ground surface elevations. The Florida Department of Environmental Protection (FDEP) web map entitled *Upper Floridan Aquifer Potentiometric Surface Contours, September, 2019* (the most recent map available) indicates the potentiometric surface of the Floridan aquifer at the site is approximately +16 feet NGVD (+15 feet NAVD88). Since the existing ground surface at the site is approximately +25 feet NGVD (+24 feet NAVD88), artesian flow conditions are not anticipated. Additionally, artesian conditions were not encountered in our soil borings.

5.0 SUBSURFACE EXPLORATION

In addition to consulting published sources, GEC conducted an exploration of the project site to evaluate subsurface conditions. Our field exploration is summarized in **Table 2**. Please refer to **Appendix A** for a description of the field exploration methods used for this investigation.

Table 2: Site Exploration Summary

Project Element	Exploration Method	Quantity	Boring No.	Depth Explored (feet)
Building/Pavement	SPT Borings	9	SPT-1 to SPT-5 & B-1 to B-4	6 to 30
Pond/Septic	Auger Boring	3	AB-1 to AB-3	5 to 15

1. SPT = Standard Penetration Test

The locations of the field activities listed in **Table 2** are shown on the Site Concept and Boring Location Plan sheet (**Figure 2)**. These locations were not surveyed; they were estimated by using a handheld, sub-meter accuracy Global Positioning System (GPS) unit. The approximate method used to locate them is sufficient to meet the intent of our study. If greater accuracy is desired, a registered Professional Land Surveyor should survey the locations.

6.0 LABORATORY TESTING

Selected soil samples retrieved from the borings were tested in accordance with Florida Standard Testing Methods (FM) and American Association of State Highway Transportation Officials (AASHTO) testing methods. Our laboratory testing program is summarized on the following table:

Table 3: Summary of Laboratory Testing Program

Test	Test No.
Percent Fines	AASHTO T88
Organic Content	FM 1-T267
Natural Moisture Content	AASHTO T265
Atterberg Limits	AASHTO - T89/90
Coefficient of Permeability – Constant Head Method	AASHTO T215
Corrosion Series (pH, sulfates, chlorides, and resistivity)	FM 5-550/551/552/553

The results of our laboratory tests are shown adjacent to the soil profiles on the SPT Boring Results and Auger Boring Results sheet (**Figure 4 to 6**). The corrosion series test results are shown in **Appendix C** of this report.

7.0 SUBSURFACE CONDITIONS

GEC's field exploration was conducted from December 6, 2023, through December 7, 2023. The soil and groundwater conditions encountered are summarized in this section. Please refer to **Figures 4 to 6** for a detailed description of the subsurface profile at each boring location shown on **Figure 3**.

7.1 Subsurface Profile

The descriptions and stratum numbers used for the encountered soils are summarized as follows:

Table 4: Soil Stratigraphy

Stratum No.	Unified Classification	Soil Description
1	SP	Brown to gray fine sand
2	SP-SM	Brown to gray fine sand with silt, occasionally trace organic material, some shell
3	SM	Brown to light gray to gray silty fine sand, occasionally some shell
4	SC	Brown to light gray to gray silty fine sand, occasionally trace shell

Table 5 summarizes the subsurface conditions encountered in the SPT borings, B-1 to B-4:

Table 5: General Subsurface Profile – Fire Station Building (B-1 to B-4)

Layer Depth (feet)	Soil Description	SPT Resistance (blows/foot)	Average SPT Resistance
0 to 7	Loose to medium dense fine sand with silt (SP-SM) to silty fine sand (SM)	4 to 13	8
7 to 23	Very loose to loose silty fine sand, occasionally some to trace shell (SM)	W/H to 4	2
23 to 30	Loose to medium dense silty fine sand (SM) or clayey fine sand (SC)	5 to 15	10

1. W/H: Weight of hammer

The following exceptions were encountered:

- A layer of clayey fine sand was encountered from 2 to 4 feet in boring B-4.
- A layer of fine sand with silt (SP-SM) was encountered from 4 to 18.5 at boring B-4.

Table 6 summarizes the subsurface conditions encountered in the SPT boring, SPT-1 to SPT-5:

Table 6: General Subsurface Profile – Pavement Area (SPT-1 to SPT-5)

Layer Depth (feet)	Soil Description	SPT Resistance (blows/foot)	Average SPT Resistance
0 to 3	Loose fine sand with silt (SP-SM)	5 to 8	6
3 to 6	Medium dense silty fine sand (SM) to clayey fine sand (SC)	10 to 13	12

Table 7 summarizes the subsurface conditions encountered in the pond auger borings AB-1 to AB-2:

Table 7: General Subsurface Profile – Pond (AB-1 to AB-2)

Layer Depth (feet)	Soil Description	Strata Number
0 to 4	Gray fine sand (SP) to fine sand with silt (SP-SM)	1 & 2
4 to 5	Brown clayey fine sand (SC)	4
5 to 15	Gray silty fine sand (SM)	3

The following exception was encountered:

- A layer of trace organic material was encountered from 2.5 to 4 feet at boring AB-1

Table 8 summarizes the subsurface conditions encountered in the auger boring, AB-3:

Table 8: General Subsurface Profile – Septic Area (AB-3)

Layer Depth (feet)	Soil Description	Stratum Number
0 to 3	Brown fine sand (SP)	1
3 to 5	Brown silty fine sand (SM)	3

7.2 Groundwater Levels

Table 9 summarizes the measured and estimated seasonal high groundwater levels.

Table 9: Groundwater Levels in Fire Station Building, Pavement, Pond, and Septic

Location	Boring ID Nos.	Measured Depths (ft)	Estimated Seasonal High Depths (ft)
Building	B-1 to B-4	0.0 – 0.5	AGS[1]
Pavement	SPT-1 to SPT-5	0.2 – 0.3	AGS
Septic	AB-3	0.0	AGS
Pond	AB-1 to AB-2	0.5	AGS

[1]AGS: Above ground surface

Please refer to **Figures 4 to 6** for measured and estimated seasonal high groundwater levels at each boring location shown on **Figure 2**.

8.0 DESIGN RECOMMENDATIONS

GEC developed the following recommendations based on the results of our field and laboratory testing program. These recommendations are only applicable if the site is prepared in accordance with the construction requirements provided in **Section 9.0** of this report and **Appendix B**.

8.1 Pavement Design

Our investigation indicates that the site can be made suitable for support of conventional flexible (asphalt) or rigid (concrete) pavement sections. **Table 10** presents our recommended pavement

sections. These pavement sections are typical of similar projects in Central Florida and are not based on traffic loading information, which was not available when this report was prepared.

Table 10: Recommended Pavement Designs

[1]Traffic Type	Surface Course (inches)	[2]Base Course (inches)	[2]Stabilized Subgrade (inches)	Minimum Base Clearance from Seasonal High Groundwater Level (inches)
Light Duty	Asphalt: 1.5	Limerock: 6 (LBR 100 min)	12 (LBR=40)	24
		RCA: 6 (LBR 150 min)	12 (LBR=40)	18
		Soil-cement: 8 (300 psi min)	Not required[3]	12
Medium Duty	Asphalt: 2.0	Limerock: 8 (LBR 100 min)	12 (LBR=40)	24
		RCA: 8 (LBR 150 min)	12 (LBR=40)	18
		Soil-cement: 10 (300 psi min)	Not required[3]	12
Heavy Duty	Concrete: 6.0 (4,000 psi 28-day min)	Not required	12[4]	12[5]

1. Light Duty – Parking stalls; Medium Duty – Parking lot drive lanes and perimeter roads; Heavy Duty – Truck turning movements, loading areas.
2. RCA = Reclaimed Concrete Aggregate; Recommended RCA specifications are provided in **Appendix B**. LBR = Limerock Bearing Ratio in accordance with FM 5-515.
3. Free draining subgrade soils (e.g. sand with < 12% fines) are recommended to promote water infiltration.
4. Minimum of 95% of the soil's modified Proctor maximum dry density (ASTM D1557) (Stabilization not required)[3]
5. Clearance from bottom of concrete.

If traffic loading information becomes available, we should review it to confirm the suitability of these typical pavement sections. These recommendations are contingent upon preparation of the proposed pavement areas in accordance with the requirements of **Appendix B**.

8.2 Pavement Base Clearance

Vertical separation of the base from the water table is required to prevent pavement damage created by inundation of the base course during periods of heavy rainfall. Recommended minimum separation between the bottom of the pavement base and the estimated seasonal high groundwater level for each base type is included in **Table 10**. Underdrains will be required to artificially lower the water table where the seasonal high groundwater level is within 12 inches of the bottom of the base.

8.3 Foundation Design

After the site preparation procedures recommended in this report are followed, the site will be suitable for support of the proposed office building on conventional shallow isolated spread footings, continuous strip footings, or a monolithic slab with thickened edges. ***A maximum net allowable soil bearing pressure of 2,500 psf can be used in footing design.*** However, footing dimensions should be a minimum of 24 inches for isolated spread footings and 18 inches for strip footings.

Footings should bear a minimum of 18 inches below the adjacent finished exterior grade. Design monolithic slabs so that the bottom of the thickened slab sections bear at least 12 inches below the adjacent finished exterior grade.

Precautions should be taken during the slab construction to minimize moisture entry from the underlying subgrade soils. This can be achieved through the installation of an impervious membrane (vapor barrier) between the subgrade soils and the floor slab. A six-millimeter-thick polyethylene film is commonly used for this purpose. Care should be exercised when placing the reinforcing steel (or mesh) and slab concrete such that the membrane is not punctured.

Support floor slabs constructed on-grade on a 12-inch-thick compacted sand base (95% of the modified Proctor (ASTM D-1557) maximum density).

Over-excavate excessively loose or disturbed soils encountered in the floor slab areas and replace with sands selected and compacted in accordance with the **Fill, Selection, Placement and Compaction** recommendations in this report.

8.4 Foundation Settlement

Our analysis indicates that shallow foundations designed in accordance with the above recommendations, assuming typical supporting loads for one-story trailer structures, will experience total settlements of less than about 1 inch and differential settlements between footings less than about 1/2 inch. The majority of this settlement is anticipated to occur during construction.

8.5 Suitability of Soil Excavated from Pond for Use as Fill

The following are our recommendations for the encountered soils used as fill material:

- Soils indicated as fine sand and fine sand with silt (SP, SP-SM) (Strata 1 and 2) are suitable for use as engineered fill in structure and pavement areas.

- Soils indicated as silty sand (SM) and clayey sand (SC), with fines less than 15% and plastic index less than 10, are adaptable for use as fill, but will require drying to near optimum moisture content prior to compaction. Special procedures such as aerating or mixing with fine sand (SP) may be required to achieve minimum compaction criteria.

8.6 Unconfined Aquifer Parameters for Pond Design

Based on the results of our exploration, **Table 11** summarizes our recommended unconfined aquifer parameters for design of the Pond.

Table 11: Unconfined Aquifer Parameters

Location	Boring ID No.	Estimated Seasonal High Water Table Depth (ft)	Test Depth (ft)	Estimated Horizontal Permeability (ft/day)	Bottom of Aquifer (ft)	Fillable Soil Porosity (%)
Pond	AB-1 and AB-2	AGS[1]	0 – 3	8	4	25

[1]AGS: Above ground surface

Please note that a factor of safety should be applied to this permeability value in pond recovery analysis and design. The calculations for laboratory permeability test are shown in **Appendix C**. These recommendations are provided assuming that pond construction and maintenance recommendations in **Appendix B** are properly implemented.

8.7 Infiltration Rate for Septic Field

A double ring infiltrometer test was performed in the proposed footprint of the septic area. **Table 12** shows the results from the test. The calculations are shown in **Appendix C**

Table 12: Infiltration Rate for Septic

Location	Boring ID No.	Estimated Seasonal High Water Table Depth (ft)	Test Depth (ft)	Stabilized Infiltration Rate (ft/day)
Septic	AB-3	AGS[1]	0 – 0.5	4.0

[1]AGS: Above ground surface

9.0 CONSTRUCTION RECOMMENDATIONS

9.1 General Site Preparation

Our recommendations for general construction activities are presented in **Appendix B**, which addresses the following requirements:

- **Groundwater and Surface Water Control**
- **General Site Preparation**
- **Fill Selection, Placement and Compaction**
- **Foundation Subgrade Preparation**
- **Pavement Subgrade Preparation**
- **Excavation Safety**
- **Stormwater Pond Construction and Maintenance Recommendations**
- **Reclaimed Concrete Aggregate Base Material**

9.2 Construction Materials Quality Control Testing

A comprehensive quality control program is required to verify that site preparation and foundation construction is conducted in accordance with the recommendations in this report including **Appendix B**. Materials testing and inspection services should be provided by **Geotechnical and Environmental Consultants, Inc.** due to our knowledge of the site conditions and understanding of the intent of our recommendations.

10.0 REPORT USE AND LIMITATIONS

This section of the report presents important information regarding the proper use of this report, our investigative methods and the limitations of this study. The test data, conclusions and recommendations presented in this report should be reviewed and applied with these limitations in mind.

Subsurface Variability. The analyses and recommendations contained in this report are based in part on the data obtained from a limited number of soil samples and groundwater measurements obtained from widely spaced borings. The sampling methods used indicate subsurface conditions only at the specific boring locations where samples were obtained, only at the time they were obtained, and only to the depths penetrated. Borings cannot be relied upon to accurately reflect the variations that usually exist between boring locations and these variations may not become evident until construction. Conditions at the boring locations can change over time. Groundwater levels fluctuate seasonally, and soil conditions can be altered by earthmoving operations.

Soil Stratification. The depths and thicknesses of the subsurface strata indicated on the boring logs were interpolated between samples obtained at different depths in the borings. The actual transition between soil layers may be different than indicated. *These stratification lines were used for our analytical purposes. Earthwork quantity estimates based on the results of the borings will vary from the actual quantities measured during construction.*

Groundwater Measurements. Groundwater levels can vary seasonally and with changes in subsurface conditions between boring locations. Alterations in surface and/or subsurface drainage brought about by site development can also affect groundwater levels. *Therefore, groundwater depths measured at different times or at different locations on the site can be expected to vary from those measured by GEC during this investigation.*

Groundwater Predictions. For purposes of this report, estimated seasonal high groundwater levels are defined as groundwater levels that are anticipated at the end of the wet season during a "normal rainfall" year under pre-development site conditions. We define a "normal rainfall" year as a year in which rainfall quantity and distribution were at or near historical averages.

Construction Variations. If variations from the subsurface conditions described in this report do become evident during construction, GEC should be retained to reevaluate this report's conclusions and recommendations, and modify the recommendations included in this report, if needed, in light of such changes.

Plans/Specifications Review. GEC should be provided with the construction plans and specifications prior to bidding so that we can verify that the recommendations presented in this report were correctly interpreted and incorporated into the plans and specifications. The recommendations in this report were not written in specification language and are not intended to be used verbatim as a part of the plans and specifications. This report should not be wholly incorporated into the project contract documents.

Design Changes. The conclusions or recommendations of this report should be disregarded if the nature, design, or location of the facilities is changed. If such changes are contemplated, GEC should be retained to review the new plans to assess the applicability of this report in light of the proposed changes.

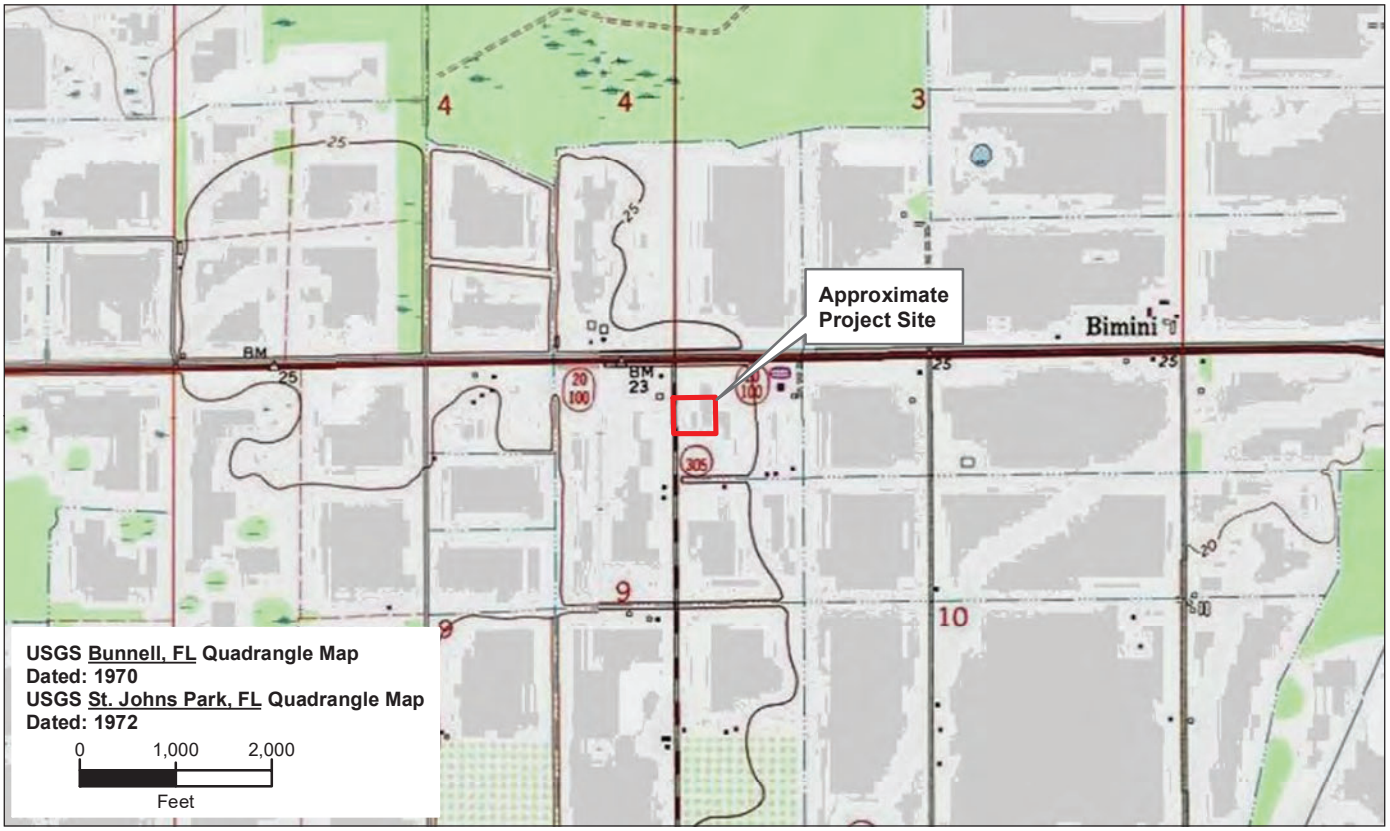
Contamination Exclusion. The sole purpose of the borings performed by GEC at this site was to obtain indications of subsurface conditions as part of a geotechnical exploration program. GEC has not evaluated the site for the potential presence of contaminated soil or groundwater, nor have we subjected any soil samples to analysis for contaminants.

Report Reliance. GEC has prepared this report for the exclusive use of our client, Avcon, Inc., and for specific application to this project. GEC is not responsible for any third party's

interpretation or use of this report's subsurface data, engineering analysis or recommendations without our written authorization.

Standard of Care. GEC has performed the services described in this report in a manner consistent with that level of care and skill ordinarily exercised by members of our profession currently practicing in Central Florida. No other representation is made or implied in this document.

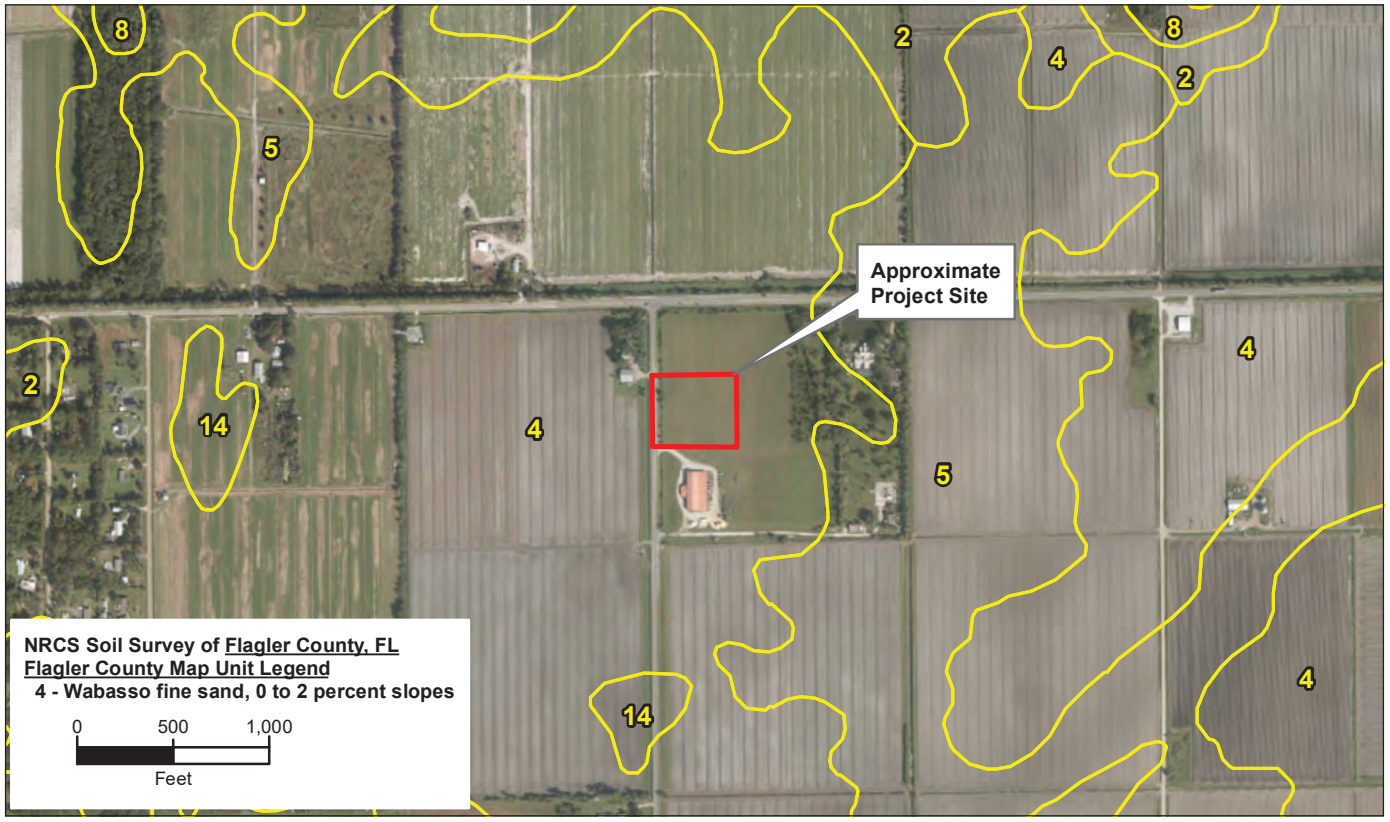
FIGURES



USGS Bunnell, FL Quadrangle Map
Dated: 1970
USGS St. Johns Park, FL Quadrangle Map
Dated: 1972

0 1,000 2,000
Feet

N



NRCS Soil Survey of Flagler County, FL
Flagler County Map Unit Legend
4 - Wabasso fine sand, 0 to 2 percent slopes

0 500 1,000
Feet

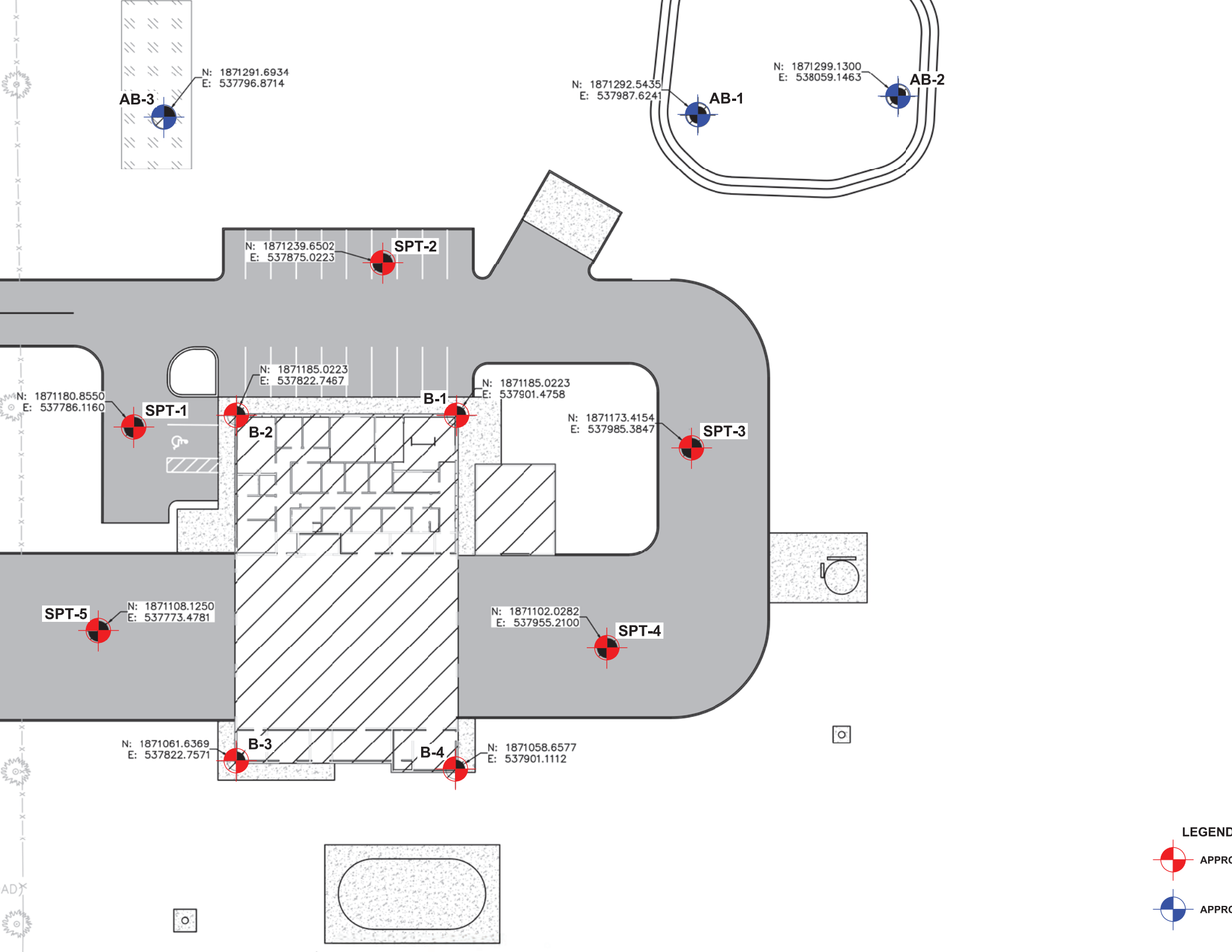
Geotechnical and Environmental Consultants, Inc.
919 LAKE BALDWIN LANE
ORLANDO, FL. 32814
DANIEL C. STANFILL, P.E.
P.E. LICENSE NUMBER 42763

FLAGLER FIRE STATION 51

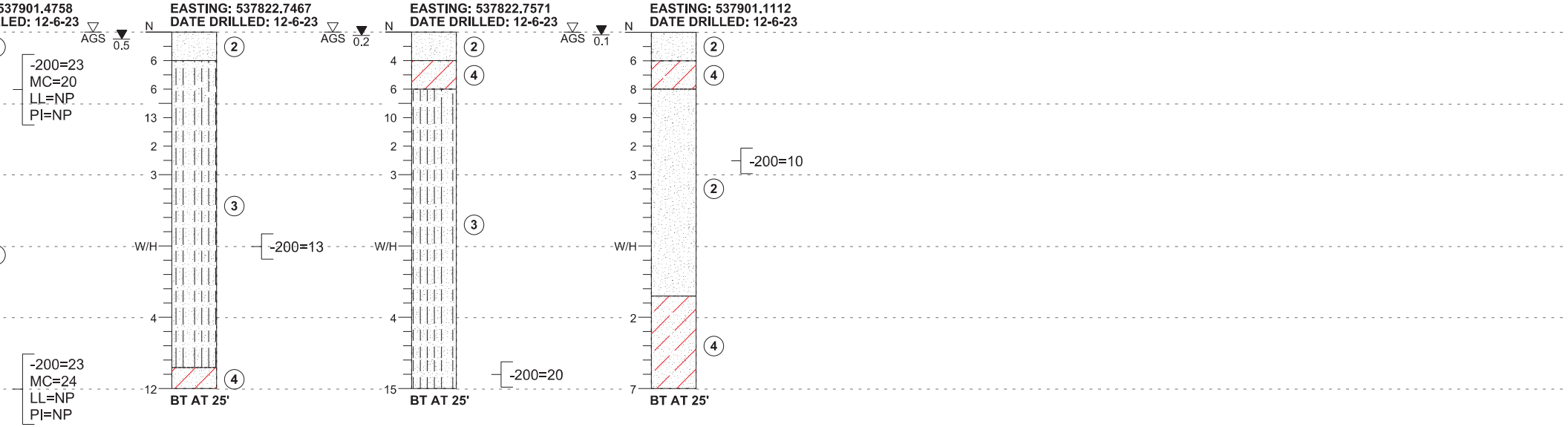
USGS QUADRANGLE AND NRCS SOIL SURVEY MAPS

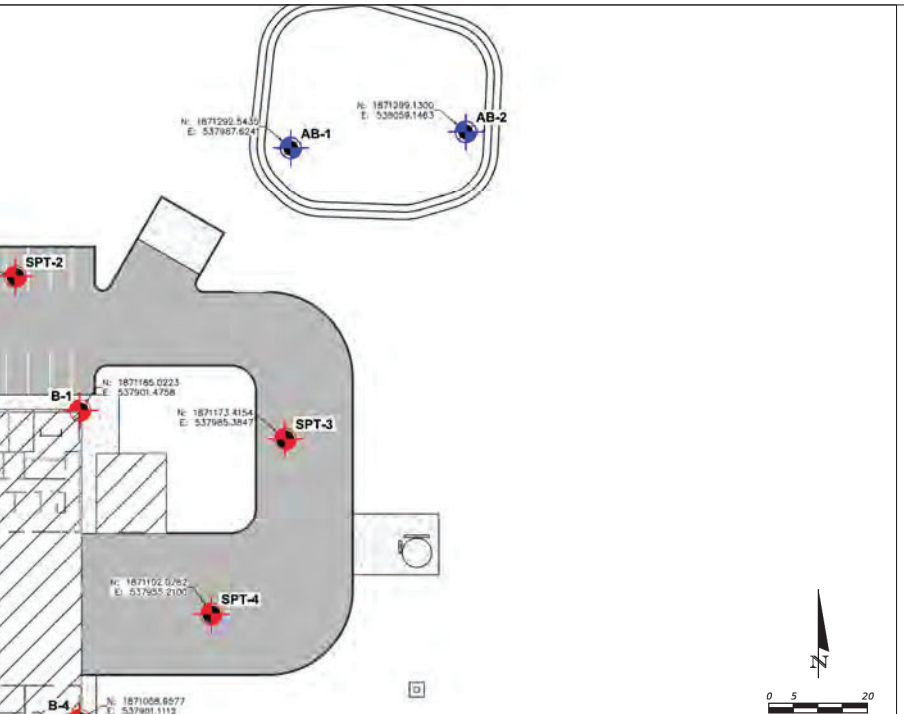
FIGURE NO. 1

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AB-3
N: 1871291.6934
E: 537796.8714
AB-1
N: 1871292.5435
E: 537987.6241
AB-2
N: 1871299.1300
E: 538059.1463
SPT-2
N: 1871239.6502
E: 537875.0223
SPT-1
N: 1871180.8550
E: 537786.1160
B-2
N: 1871185.0223
E: 537822.7467
B-1
N: 1871185.0223
E: 537901.4758
SPT-3
N: 1871173.4154
E: 537985.3847
SPT-5
N: 1871108.1250
E: 537773.4781
SPT-4
N: 1871102.0282
E: 537955.2100
B-3
N: 1871061.6369
E: 537822.7571
B-4
N: 1871058.6577
E: 537901.1112
LEGEND
APPRO
APPRO

AB-2
AB-1
AB-3
SPT-2
CR-305
410
SPT-1
B-2
B-1
SPT-3
SPT-5
SPT-4
B-3
B-4





LEGEND

- N — STANDARD PENETRATION RESISTANCE, BLOWS PER FOOT
- W/H — WEIGHT OF HAMMER
- ▽ AGS — ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL ABOVE GROUND SURFACE
- ▼ 0.0 — ENCOUNTERED GROUNDWATER DEPTH (FT.) 24 HRS. AFTER DATE DRILLED
- BT — BORING TERMINATED AT DEPTH INDICATED
- -200= — PERCENT PASSING NO. 200 U.S. STANDARD SIEVE
- MC= — PERCENT NATURAL MOISTURE CONTENT
- LL= — LIQUID LIMIT
- PI= — PLASTICITY INDEX
- OC= — PERCENT ORGANIC CONTENT
- NP= — NON-PLASTIC

STRATUM NO.	UNIFIED CLASSIFICATION	HATCHING	SOIL DESCRIPTION
(1)	SP		BROWN TO GRAY FINE SAND
(2)	SP-SM		BROWN TO GRAY FINE SAND WITH SILT, OCCASIONALLY TRACE ORGANIC MATERIAL SOME SHELL
(3)	SM		BROWN TO LIGHT GRAY TO GRAY SILTY FINE SAND, OCCASIONALLY SOME SHELL
(4)	SC		BROWN TO LIGHT GRAY TO GRAY CLAYEY FINE SAND, OCCASIONALLY TRACE SHELL

GENERAL NOTES

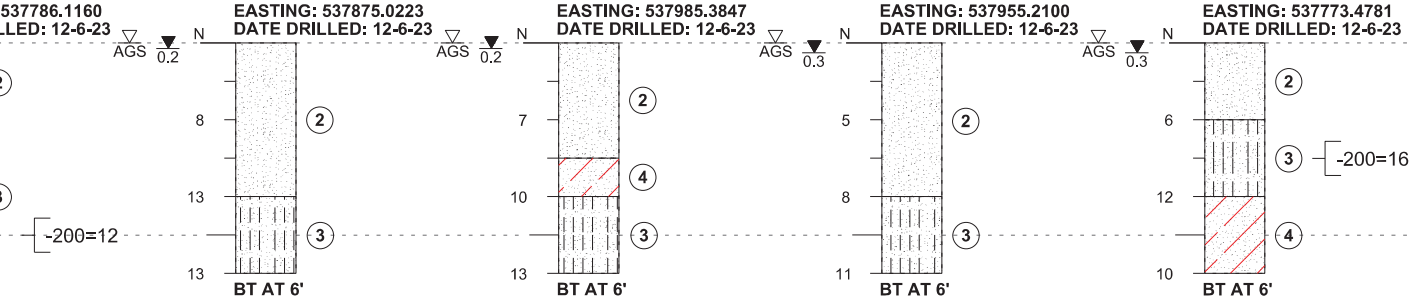
SUBSURFACE CONDITIONS SHOWN ON THE BOR
ENCOUNTERED AT THE BORING LOCATIONS. AC
MAY VARY FROM THOSE SHOWN. UNIFIED SOIL C
ARE BASED ON VISUAL EXAMINATION AND THE

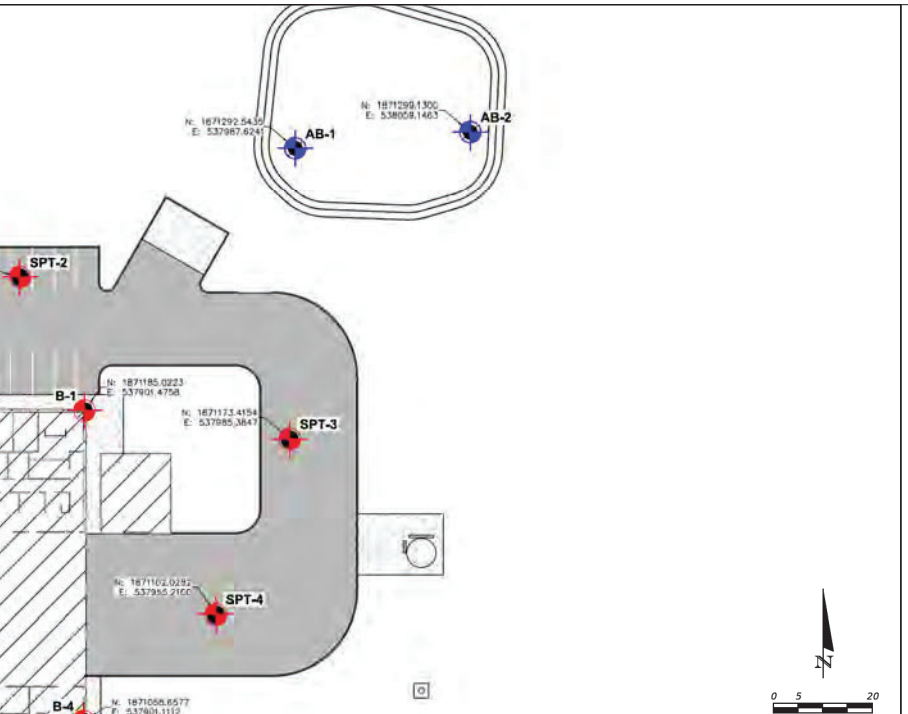
STANDARD PENETRATION TEST BORINGS WERE
D-1586. STANDARD PENETRATION RESISTANCES
DEPTHS IN BLOWS PER FOOT UNLESS OTHERWI

BASED ON REVIEW OF THE FDEP MAP ENTITLED
SURFACE, SEPTEMBER 2019, FOR THE PROJECT
HEAD IS ESTIMATED TO BE APPROXIMATELY +16
PREPARED TO HANDLE ARTESIAN HEAD LEVELS

BORING LOCATIONS WERE ESTABLISHED IN THE
TRIMBLE GPS UNIT.

AUTOM	
GRANULAR SOILS: SAND	
N VALUE (BLOWS/FT)	RELATIVE DENSITY
0-3	VERY LOOSE
3-8	LOOSE
8-24	MEDIUM DENS
24-40	DENSE
OVER 40	VERY DENSE





LEGEND

N	STANDARD PENETRATION RESISTANCE, BLOWS PER FOOT
▽ AGS	ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL ABOVE GROUND SURFACE
▼ 0.3	ENCOUNTERED GROUNDWATER DEPTH (FT.) 24 HRS. AFTER DATE DRILLED
BT	BORING TERMINATED AT DEPTH INDICATED
-200=	PERCENT PASSING NO. 200 U.S. STANDARD SIEVE

GENERAL NOTES

SUBSURFACE CONDITIONS SHOWN ON THE BOR
ENCOUNTERED AT THE BORING LOCATIONS. A
MAY VARY FROM THOSE SHOWN. UNIFIED SOIL
ARE BASED ON VISUAL EXAMINATION AND THE

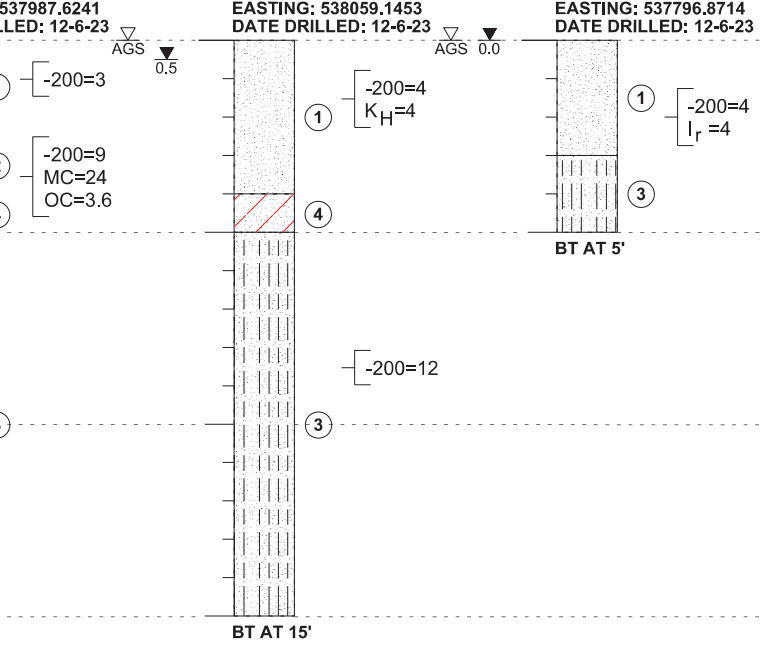
STANDARD PENETRATION TEST BORINGS WERE
D-1586. STANDARD PENETRATION RESISTANCES
DEPTHS IN BLOWS PER FOOT UNLESS OTHERW

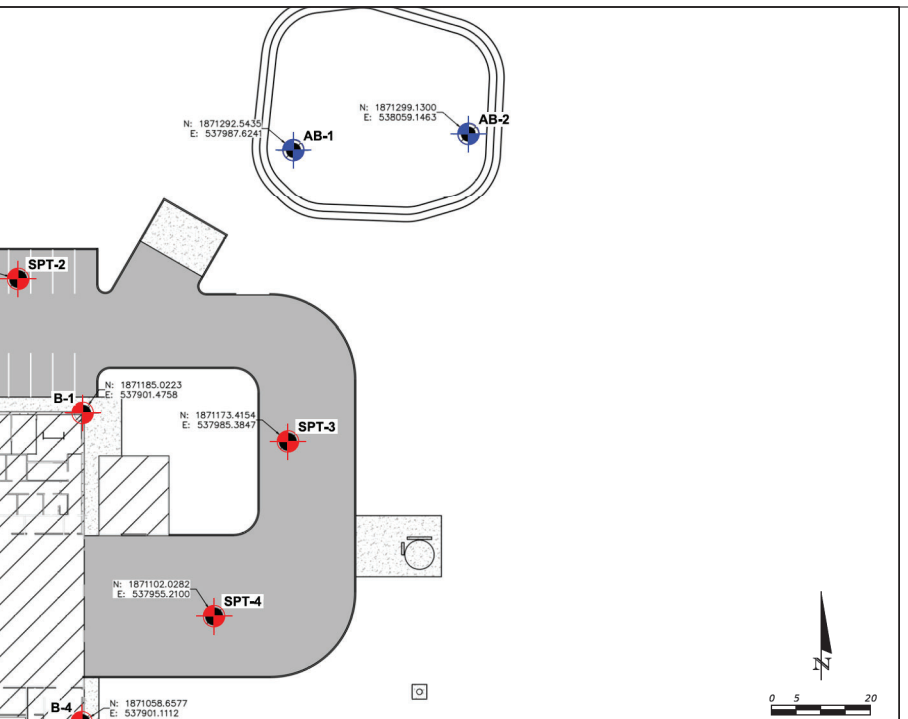
BASED ON REVIEW OF THE FDEP MAP ENTITILE
SURFACE, SEPTEMBER 2019, FOR THE PROJECT
HEAD IS ESTIMATED TO BE APPROXIMATELY +1
PREPARED TO HANDLE ARTESIAN HEAD LEVEL

BORING LOCATIONS WERE ESTABLISHED IN TH
TRIMBLE GPS UNIT.

STRATUM NO.	UNIFIED CLASSIFICATION	HATCHING	SOIL DESCRIPTION
1	SP		BROWN TO GRAY FINE SAND
2	SP-SM		BROWN TO GRAY FINE SAND WITH SILT, OCCASIONALLY TRACE ORGANIC MATERIAL SOME SHELL
3	SM		BROWN TO LIGHT GRAY TO GRAY SILTY FINE SAND, OCCASIONALLY SOME SHELL
4	SC		BROWN TO LIGHT GRAY TO GRAY CLAYEY FINE SAND, OCCASIONALLY TRACE SHELL

AUTOM	
GRANULAR SOILS: SAND	
N VALUE (BLOWS/FT)	RELATIVE DENSITY
0-3	VERY LOOS
3-8	LOOSE
8-24	MEDIUM DEN
24-40	DENSE
OVER 40	VERY DENS





LEGEND

N	STANDARD PENETRATION RESISTANCE, BLOWS PER FOOT
▽ AGS	ESTIMATED SEASONAL HIGH GROUNDWATER LEVEL ABOVE GROUND SURFACE
▼ 0.5	ENCOUNTERED GROUNDWATER DEPTH (FT.) 24 HRS. AFTER DATE DRILLED
BT	BORING TERMINATED AT DEPTH INDICATED
-200=	PERCENT PASSING NO. 200 U.S. STANDARD SIEVE
MC=	PERCENT NATURAL MOISTURE CONTENT
OC=	PERCENT ORGANIC CONTENT
K_H =	HORIZONTAL PERMEABILITY RATE (FT./DAY)
I_r =	STABILIZED INFILTRATION RATE (FT./DAY)

GENERAL NOTES

SUBSURFACE CONDITIONS SHOWN ON THE BOR
ENCOUNTERED AT THE BORING LOCATIONS. AC
MAY VARY FROM THOSE SHOWN. UNIFIED SOIL
ARE BASED ON VISUAL EXAMINATION AND THE

BASED ON REVIEW OF THE FDEP MAP ENTITILE
SURFACE, SEPTEMBER 2019, FOR THE PROJECT
HEAD IS ESTIMATED TO BE APPROXIMATELY +1
PREPARED TO HANDLE ARTESIAN HEAD LEVELS

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TRIMBLE GPS UNIT.

STRATUM NO.	UNIFIED CLASSIFICATION	HATCHING	SOIL DESCRIPTION
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(3)	SM		BROWN TO LIGHT GRAY TO GRAY SILTY FINE SAND, OCCASIONALLY SOME SHELL
(4)	SC		BROWN TO LIGHT GRAY TO GRAY CLAYEY FINE SAND, OCCASIONALLY TRACE SHELL

APPENDIX A
FIELD EXPLORATION METHODS

A. FIELD EXPLORATION METHODS

A.1 Standard Penetration Test Borings

Standard Penetration Test (SPT) borings were drilled in general accordance with ASTM Standard D1586. The boreholes were advanced by the rotary wash method with bentonite-based mud used as the circulating fluid to help remove cuttings and stabilize the borehole. GEC's field crew obtained SPT samples continuously in the borings to a depth of 10 feet and at 5-foot depth intervals thereafter. A GEC engineering technician supervised the drilling operation, and collected, examined and visually classified each sample. Representative samples were collected for further visual examination and classification in the GEC laboratory. SPT borings that penetrate the Hawthorn Group are grout-sealed upon completion.

A.2 Machine Auger Borings

Machine auger borings were performed in general accordance with ASTM Standard D1452. Machine auger borings were performed by hydraulically turning a continuous flight, solid-stem, auger into the ground in 5-foot increments until the desired boring termination depth was achieved. The auger flights were retrieved in 5-foot increments, without further rotation of the auger, and the retrieved soil was examined by our technician prior to collection of representative samples. Representative samples were collected for further visual examination and classification in the GEC laboratory.

A.3 Groundwater Measurement

A GEC engineering technician measured the depth to groundwater in the boreholes at the time of drilling and again after approximately 24 hours. Once the 24-hour groundwater measurement was recorded, the boreholes were then backfilled with soil cuttings to prevailing ground surface.

A.4 Double Ring Infiltrometer Test

Double Ring Infiltrometer (DRI) tests were performed in accordance with ASTM Standard D3385. The DRI method consists of driving two open cylinders, one inside the other, into the ground, partially filling the rings with water or other liquid, and then maintaining the liquid at a constant level. The volume of liquid added to the inner ring, to maintain the liquid level constant is the measure of the volume of liquid that infiltrates the soil. The volume of infiltration during timed intervals is converted to an incremental infiltration velocity, usually expressed in centimeters per hour or inches per hour and plotted versus elapsed time. The maximum-steady state or average incremental infiltration velocity, depending on the purpose/application of the test is equivalent to the infiltration rate.

A.5 Corrosion Sampling

Soil samples were obtained for corrosion testing. The samples were obtained at or near structure boring locations. The samples were immediately placed in glass jars and returned to the GEC laboratory for chemical testing.

APPENDIX B
CONSTRUCTION RECOMMENDATIONS

B.CONSTRUCTION RECOMMENDATIONS

The following sections include comments on issues related to the geotechnical aspects of the proposed construction. *These recommendations are not intended to dictate construction methods or sequences.* Instead, they are furnished as an aid to design professionals and to identify important construction issues related to foundation and earthwork plans and specifications. These recommendations may also be useful to personnel who observe construction activity.

Prospective contractors for this project should evaluate potential construction problems on the basis of their review of the contract documents, their own knowledge and experience in the local area, and on the basis of similar projects in other localities, taking into account their own proposed means and methods.

B.1 Groundwater and Surface Water Control

Depending on groundwater levels at the time of construction, excavation depths and final design grades, temporary dewatering may be required to facilitate stable excavations and placement and compaction of fill. The contractor should be required to provide a dewatering system which maintains groundwater levels at least 2 feet below compaction surfaces, including the bottom of all excavations. A system of ditches and sumps may be sufficient in some instances to achieve adequate dewatering, but the contractor should be prepared to install well-point or other dewatering systems, as necessary.

We do not recommend allowing the contractor to use gravel (e.g.; #57 stone) in excavation bottoms when soils are too wet to achieve the required compaction. Gravel contains small voids that may allow soil raveling to occur, resulting in ground subsidence. Instead the contractor should be made aware, in the plans and again at the pre-construction meeting, that adequate dewatering will be required where groundwater levels are within 2 feet of compaction surfaces and that the use of gravel in excavation bottoms is not allowed. Where wet conditions are such that dewatering by normal pumping methods would not be effective, the use of gravel will be permitted when specifically authorized in writing. Gravel shall be fully wrapped in a filter fabric layer and placed such that it will be stable and firm.

Additionally, the contractor must provide positive site drainage during site preparation and fill placement. Surface runoff should not be allowed to accumulate on compaction surfaces. Temporary rim ditches may be required to facilitate site preparation by routing drainage away from active construction operations.

B.2 General Site Preparation

Our recommendations regarding routine site preparation of the structure and pavement areas can be summarized as follows:

- Remove all muck, peat, concrete, asphalt, vegetation and organic topsoil, major root systems, buried utilities, sprinkler systems and other deleterious materials from beneath the proposed structure limits for the cut sections of the site or when no fill is required. For areas where fill is required to achieve final grade, deleterious materials need to be removed from the entire filled area to the toe of the fill slope. Standard clearing, grubbing, and topsoil stripping procedures should be appropriate for this site.

- Perform temporary dewatering as required to achieve proper site preparation, fill placement and compaction.

- Allow a Geotechnical Engineer to inspect the site after it has been stripped to verify adequate topsoil and vegetation removal and to observe subsequent proofrolling.

- In structure areas where fill is required, proofroll the stripped ground surface using a large vibratory roller (Dynapac CA-25 or equivalent). Proofroll cut areas after excavation to proposed grade to allow adequate compaction of the exposed subsoil.

- ***Exercise extreme caution when operating vibratory equipment near existing structures.*** Nearby structures may be adversely affected by vibratory rolling operations. Operate roller in the static mode if excessive vibrations are experienced by any structures or if the soil subgrade becomes unstable. Preconstruction surveys of nearby structures should be conducted to document baseline conditions. Sensitive structures should be monitored for vibrations during construction operations.

- Proofroll the structure areas with a minimum of 10 overlapping passes in each of two perpendicular directions. Allow a Geotechnical Engineer, or his representative, to observe proofrolling operations. The purposes of the proofrolling will be to detect unstable soils that yield when subjected to compaction and to densify the near-surface loose sands for support of shallow foundations, soil supported floor slabs, and new pavements.

- Remove material that yields excessively during proofrolling and replace with fill selected and compacted as described in the next section of this report. The Geotechnical Engineer, based on his observations, should recommend the nature and extent of any remedial work. If the soil subgrade is saturated, or if the fill is at a moisture content over “optimum,” then instability may occur, and the contractor may be required to implement remedial measures to successfully place and compact the fill.

- Organic soil (Muck, PT) should be removed from all structure and pavement areas to a minimum of 5 feet beyond the proposed structure limits.

- Silty or clayey sands (SM, SC) may be exposed at the compaction surface during site preparation. These soils can be unstable during proofrolling if they contain excess moisture. The contractor should be prepared to manipulate the moisture content of unstable subgrade soils as necessary to achieve stability and compaction requirements.

- Continue proofrolling until the soil at a depth of 12 inches below the compaction surface has attained a minimum of 95% of the soil's modified Proctor maximum dry density as determined by ASTM D1557.

- Sand excavated above the water table may have to be wetted to attain the moisture content needed to achieve the required degree of compaction.

- Allow an Engineering Technician, working under the direction of a Geotechnical Engineer registered in the State of Florida, to perform in-place density tests to verify that the required degree of compaction has been achieved.

B.3 Fill Selection, Placement and Compaction

After the contractor proofrolls the site in accordance with the above recommendations, the contractor should place and compact fill required to bring the site to final grade. We recommend that all fill be selected, placed and compacted as follows:

- Use fill material comprised of non-plastic sands with 12% or less fines content. The fill should not contain any significant amount of organic soil (less than 3% by weight) and should be substantially free from roots or other organic or deleterious materials.

- On-site soils from any areas of cut, with 12 to 15% fines content and plastic index less than 10, are adaptable for use as fill, but will require drying to near optimum moisture content prior to compaction. Special procedures, such as aeriating or mixing with fine sand (SP)(Stratum 1) may be required to achieve minimum compaction. In addition, fill compaction lifts should be no more than 1-foot and thinner lifts may be necessary depending on the initial soil moisture content. It is recommended that these soils not be utilized in the upper 3 feet of site grading due to the relatively low permeability rate of these soils when compacted, which can create artificial, perched groundwater conditions.

- Sands excavated above the water table may have to be wetted to attain the moisture content needed to achieve the required degree of compaction.

- Place fill in level lifts no thicker than 12 inches. Thinner lifts may be needed to achieve compaction in silty or clayey sands.

- Compact fill to a minimum of 95% of the soil's modified Proctor maximum dry density as determined by ASTM D1557 for each lift of fill placed.
- Allow an Engineering Technician, working under the direction of a registered Geotechnical Engineer, to perform in-place density tests to verify that the recommended degree of compaction has been achieved.
- Extend fill a minimum of 10 feet beyond building limits to prevent possible erosion or undermining of footing bearing soils.
- Provide fill slopes no steeper than 2 horizontal to 1 vertical.
- Compact fill placed in utility trenches to the specifications stated above. However, in restricted working areas, where use of a large vibratory roller is not feasible, compact fill with lightweight, hand-guided compaction equipment and limit lift thicknesses to a maximum of 6 inches.
- All excavations, including utility trenches, should comply with the recommendations included in the **Excavation Safety** section of this report.

B.4 Foundation Subgrade Preparation

We recommend the following steps be taken during footing excavation and subgrade preparation:

- Excavate footings in accordance with the recommendations presented in the **Excavation Safety** section of this report.
- Compact footing/slab subgrade soils to a depth of 12 inches below footing bearing elevations to a minimum of 95% of the soil's modified Proctor maximum dry density as determined by ASTM D1557.
- Perform in-place density tests at 12 inches below the footing/slab bearing elevation to verify footing subgrade density.
- Overexcavate excessively loose or disturbed soils encountered in footing/slab areas and replace with sands selected and compacted in accordance with these recommendations.
- Allow a Geotechnical Engineer, or his representative, to observe footing excavation conditions prior to placement of reinforcing steel or concrete.
- On the basis of the Geotechnical Engineer's observations, remove any unsuitable material encountered in the footing excavations and replace with sand selected and compacted in accordance with the **Fill Selection, Placement and Compaction** section of this report.

B.5 Pavement Subgrade Preparation

Our general recommendations for the pavement subgrade are as follows:

- Prepare pavement areas in accordance with the **General Site Preparation and Fill Selection, Placement and Compaction** sections of this report.
- Compact the 12-inch subgrade beneath the base to a minimum of 98% of ASTM D-1557 maximum density.
- Perform in-place density tests to verify pavement subgrade density.
- Stabilize the subgrade beneath a limerock base to a minimum Limerock Bearing Ratio (LBR) of 40.
- Stabilization is not required beneath a soil-cement base or rigid (concrete) pavement. However, the lack of subgrade stabilization should be considered in the pavement design.

B.6 Excavation Safety

The owner and the contractor should be familiar with local, state and federal safety regulations, including current Occupational Safety and Health Administration (OSHA) excavation and trench safety standards. Construction site safety is the responsibility of the contractor. The contractor should also be responsible for the means, methods, techniques, sequences, and operations of the construction.

The contractor should be aware that slope height, slope inclination, and excavation depths (including utility trench excavations) should not exceed those specified in local, state, or federal safety regulations; e.g., OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926. *OSHA regulations are strictly enforced and, if not followed, the owner, contractor, earthwork subcontractor or utility subcontractor could be liable for substantial penalties.*

The soil encountered in the borings performed by GEC at this site is primarily sand with varying amounts of silt. We anticipate that OSHA will classify these materials as Type C. OSHA recommends a maximum temporary slope inclination of 1.5 horizontal to 1 vertical for this soil type. Soils encountered in the construction excavations may vary significantly across the site. Our soil classifications are based on the materials encountered in widely-spaced borings. The contractor should verify that similar conditions exist throughout the proposed excavation area. If different subsurface conditions are encountered at the time of construction, GEC should be contacted immediately to evaluate the conditions encountered.

B.7 Stormwater Pond Construction and Maintenance Recommendations

The stormwater pond recommendations for soil permeability values included in this report are based upon field and/or laboratory testing of shallow site soils in their in-situ condition.

Depending on the project construction schedule, the stormwater pond may be constructed early. This early construction of the pond can allow runoff from the site to enter the pond where excess silt or clay soil can be deposited upon the pond bottom and/or side slopes. This silt and/or clay deposition can effectively reduce the permeability of the exposed in-situ soils to the pond where the pond will no longer function as designed. This same condition can also occur during post-construction pond use but the silt or clay deposit typically takes a much longer time; usually 5 to 10 years of use or longer.

Therefore, to provide for the pond's long term performance as originally designed and to help prevent the deposition of silt or clay on the newly completed pond bottom or sides during and/or immediately after construction, we recommend the following:

- Leave the pond bottom areas slightly higher (6 to 8 inches) than the proposed final grade and do not cut the pond to final grade until construction of the site is essentially complete. The purpose of this recommendation is to help prevent silts, grease, oil or other materials from depositing on the final pond bottom during construction. The stormwater pond system is very susceptible to clogging by construction site-generated sediments. These sediments will inhibit the ability of the pond to function properly. The contractor should wait until the end of construction to remove the 6 to 8 inches of excess soil at the pond bottom and the contractor should scrape the pond bottom thoroughly prior to sodding or seeding.

- If the pond bottom and sides are to be sodded, use sand-grown rather than muck-grown sod. Muck-grown sod has a thick organic base which can greatly reduce infiltration. Seeding of the pond bottom and sides would also be acceptable if proper erosion control measures are used until the vegetation is established.

- Deposition of particulate matter from stormwater runoff can be expected to occur on the pond bottom and sides during normal pond operation. Therefore, a regular pond maintenance program to remove these accumulating deposits and allow the pond to function as designed should be established. This maintenance program should be included in the pond operation manual that is passed to the owner or property manager. GEC will be happy to assist you in creating this pond operation manual for an additional fee if you so desire.

B.8 Reclaimed Concrete Aggregate Base Material

Reclaimed concrete aggregate base material should meet the specifications of the state or local jurisdiction. If a specification for reclaimed concrete aggregate base is not available, GEC recommends the following minimum specifications be included in the project specifications:

- Reclaimed concrete aggregate base material should meet the following gradation requirement:

Sieve Size	Percent by Weight Passing
2 inch	100
3/4 inch	65 to 95
3/8 inch	40 to 85
No. 4	25 to 65
No. 10	20 to 50
No. 50	5 to 25
No. 200	0 to 10

- The reclaimed concrete aggregate base should consist of crushed concrete material derived from the crushing of hard Portland cement concrete.
- Reclaimed concrete aggregate base should not contain plastic soils (i.e.; the minus 0.425 mm (No. 40) sieve material should be non-plastic).
- Reclaimed concrete aggregate base should have a minimum limerock bearing ratio (LBR) of 150.
- Reclaimed concrete aggregate base should be free of all materials that fall under the category of solid waste or hazardous materials as defined by the state or local jurisdiction and should meet all Department of Environmental Protection (DEP) permit requirements which pertain to construction, demolition and recycling of these materials. Reclaimed concrete aggregate base should also be substantially free from other deleterious materials which are not classified as solid waste or hazardous materials and be asbestos free. The following limits should not be exceeded:

Deleterious Material	Percent by Weight
Bituminous Concrete	1
Bricks	1
Wood and other Organic Substances	0.1
Heavy Metals (except Lead)	0.1

Deleterious Material	Percent by Weight
Lead	5 ppm
Reinforcing Steel and Welded Wire Fabric	0.1
Plaster and Gypsum Board	0.1

- The reclaimed concrete aggregate base supplier should have DEP permit requirements section 62-701.730 or be qualified as a clean debris source under DEP rules.

APPENDIX C
LABORATORY TEST RESULTS

C.1 Laboratory Permeability Test

Geotechnical and Environmental Consultants, Inc.

CONSTANT HEAD PERMEABILITY TEST OF GRANULAR SOILS (ASTM D2434-19)

PROJECT INFORMATION			
GEC Project No:	5421G	**Project Name:**	Flagler Fire Station
SAMPLE INFORMATION			
Sample ID:	AB-2	**Sample Depth:**	0'-3'
Date Sampled:		**Sampled By:**	
Date Tested:	1-12-24	**Tested By:**	LFG
Percent Fines: (T88)	9.0%	**Soil Description:**	Dark Brown Fine Sand w/ Silt (SP-SM)

CONSTANT HEAD PERMEABILITY TEST RESULTS

Test No. 1	
Sample Diameter (cm):	6.30
Sample Area (cm^2):	31.65
Sample Height (cm):	5.40
Apparatus Weight (g):	357.80
Apparatus & Sample Wt (g):	666.75
Head (cm):	78.70
Viscosity Correction Factor:	0.91
Tare Weight (g):	226.66
Wet Weight (g):	531.26
Dry Weight (g):	461.71

Test No. 2	
Sample Diameter (cm):	6.30
Sample Area (cm^2):	31.65
Sample Height (cm):	5.10
Apparatus Weight (g):	357.80
Apparatus & Sample Wt (g):	653.61
Head (cm):	78.70
Viscosity Correction Factor:	0.92
Tare Weight (g):	224.42
Wet Weight (g):	516.22
Dry Weight (g):	467.18

Run No.	Time (sec)	Discharge (ml)	Temp. (°C)
1	36.0	100.0	24.0
2	36.0	100.0	24.0
3	36.0	100.0	24.0
4	36.0	100.0	24.0
Average:	36.0	100.0	24.0

Run No.	Time (sec)	Discharge (ml)	Temp. (°C)
1	516.0	20.0	23.3
2	516.0	20.0	23.3
3	507.0	20.0	23.3
4	507.0	20.0	23.3
Average:	511.5	20.0	23.3

Test No. 1 Results	
Moisture Content (%):	29.59
Wet Density (lb/ft^3):	112.85
Dry Density (lb/ft^3):	87.08
Permeability Rate (ft/day):	**15.53**

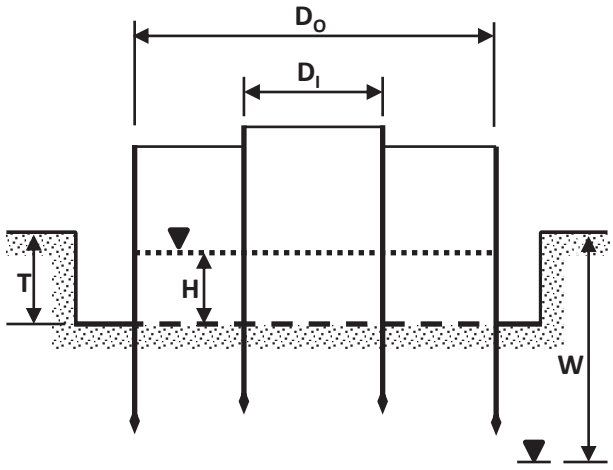
Test No. 1 Results	
Moisture Content (%):	20.20
Wet Density (lb/ft^3):	114.41
Dry Density (lb/ft^3):	95.18
Permeability Rate (ft/day):	**0.21**

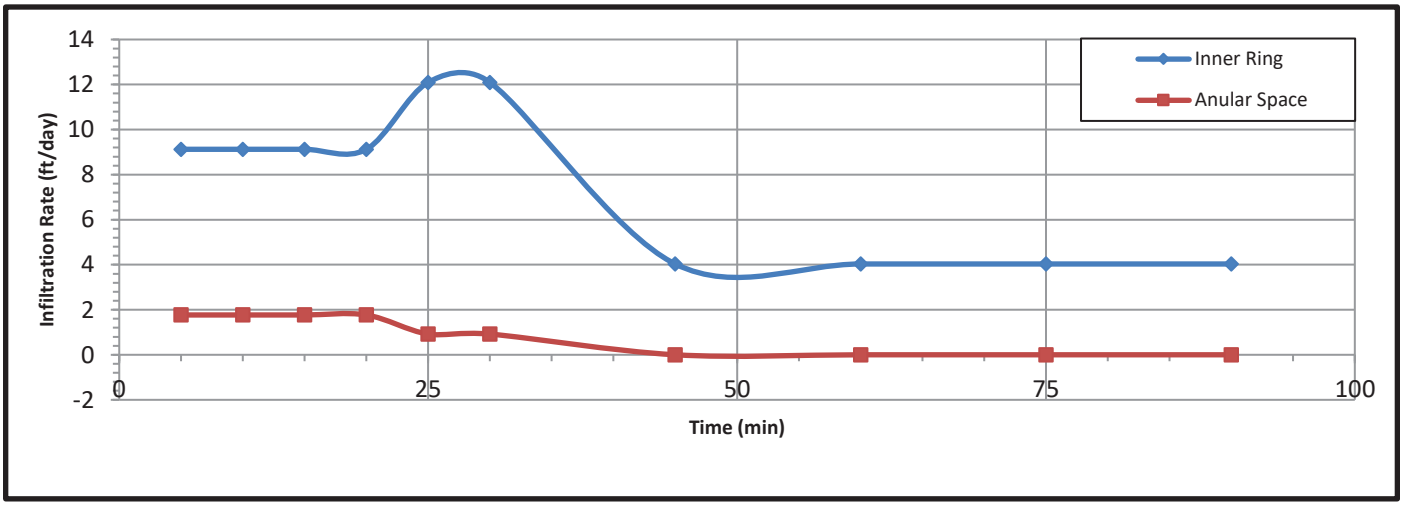
C.2 Double Ring Infiltrometer Test

DOUBLE-RING INFILTROMETER
TEST CALCULATIONS
Flagler Fire Station 51
GEC Project No. 5421G

Test ID:	AB-3	**Soil Type:**	SP (-200: 4%)
Station:	---	**Water Table Depth, W (ft):**	0
Offset (ft):	---	**Head, H (in):**	10
Test Date:	12/7/2023	**Inner Ring Diameter, D_I (in):**	12
Test Depth, T (ft):	0.5	**Outer Ring Diameter, D_O (in):**	24

Elapsed Time (min)	Incremental Volume Added (in^3)		Incremental Infiltration Rate (ft/day)	
	Annular Space	Inner Ring	Annular Space	Inner Ring
5	25	43	1.8	9.1
10	25	43	1.8	9.1
15	25	43	1.8	9.1
20	25	43	1.8	9.1
25	13	57	0.9	12.1
30	13	57	0.9	12.1
45	0	57	0.0	4.0
60	0	57	0.0	4.0
75	0	57	0.0	4.0
90	0	57	0.0	4.0
105	0	57	0.0	4.0
120	0	57	0.0	4.0
Average Stabilized Inner Ring Infiltration Rate (ft/day):				**4.0**

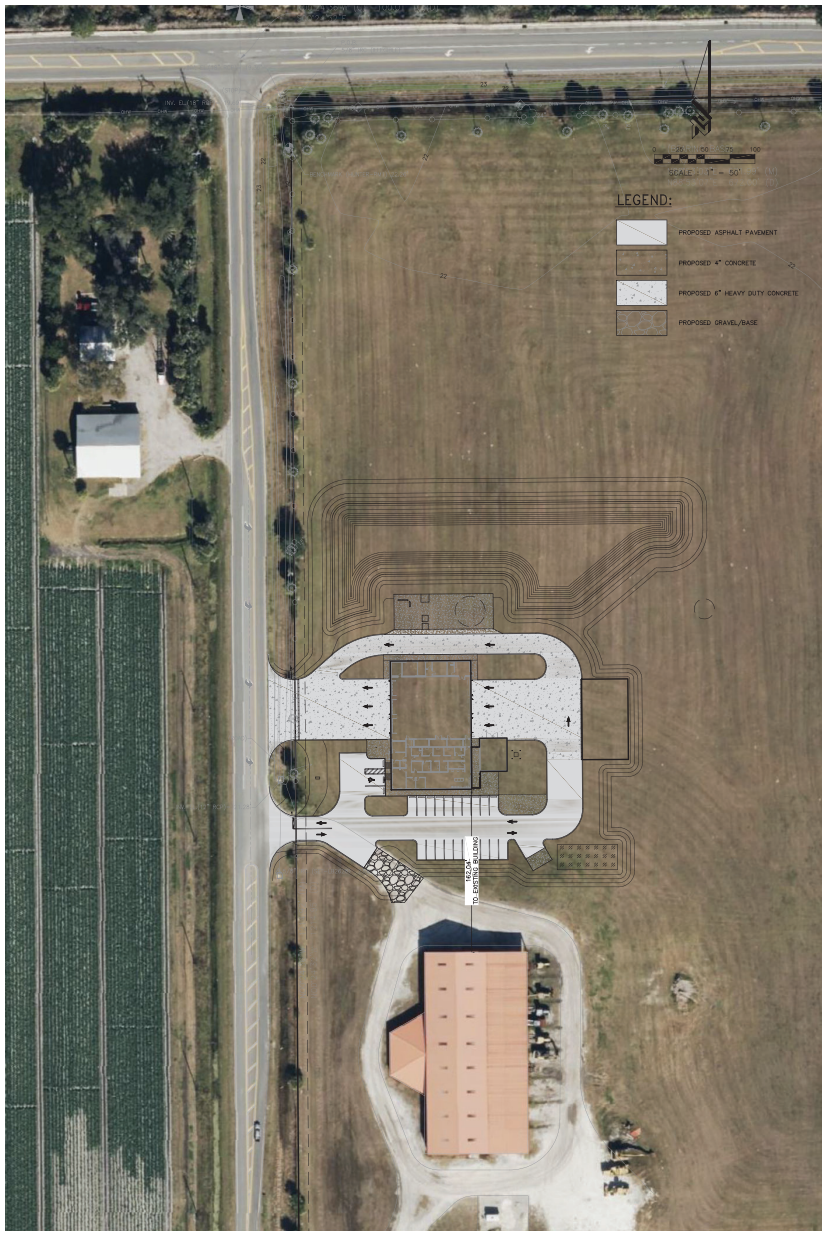




C.3 Corrosion Test Results

Summary of Corrosion Series Test Results
Flagler fire station 51
GEC Project No. 5421G

Boring No.	Unified Symbol	Sample Depth (feet)	pH	Minimum Resistivity (ohm-cm)	Chlorides (ppm)	Sulfates (ppm)	Substructural Environmental Classification	
							Concrete	Steel
B-1	SP-SM	0 - 2	6.2	15,000	15	< 6	Slightly Aggressive	Moderately Aggressive
B-2	SP-SM	1 - 3	6.3	21,000	< 15	< 6	Slightly Aggressive	Moderately Aggressive
B-3	SP-SM	0 - 2	6.1	22,000	15	< 6	Slightly Aggressive	Moderately Aggressive
B-4	SP-SM	1 - 3	6.2	16,500	15	< 6	Slightly Aggressive	Moderately Aggressive





EX1 OVERALL SITE EXHIBIT

1" = 20'-0"

FLAGLER COUNTY
1769 EAST MOODY BLVD, BUNNELL, FL 32110

FLAGLER COUNTY FIRE STATION 51

PROJECT LOCATION:
245 COUNTY ROAD 305
BUNNELL, FL 32110

SCHENKEL SHULTZ
200 E. Robinson Street
Suite 300
Orlando, FL 32801
voice 407-872-3322
SS Lic. No. AA-C000937
www.schenkelshultz.com
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WWW.SCHENKELSHULTZ.COM/COPYRIGHT
SEE FOR POLICY AND INFORMATION

BBM STRUCTURAL
OCI ASSOCIATES
CMTA
ZEVCOHEN & ASSOCIATES, INC.

REVISIONS		
MARK	DESCRIPTION	DATE

COMM. NO.: 2022827
ISSUE DATE: 01/27/2025
DRAWN BY: SA

OVERALL SITE EXHIBIT

EX1
90% CONSTRUCTION DOCUMENTS

NOT RELEASED FOR CONSTRUCTION

Owner Information

Primary Owner
Flagler County Florida
1769 East Moody Blvd, Bldg 2
Bunnell, FL 32110

Change of Address Application

Change of Address Application

Parcel Summary

Parcel ID	10-12-29-0000-01040-0021
Prop ID	6211
Location	245 COUNTY RD 305
Address	BUNNELL, FL 32110
Brief Tax Description*	25.48 AC DES AS POR BEING THE NW CRNR OF SEC 10 THENCE SE-10 0', TO S ROW SR 100, NE 50' TO POB NE 672', SE 726.39', NE 599.72, SE 490.37', SW 1271.32 ', NW 1214.95' TO POB OR 1840 /1476 OR 1854/966, 968 & 970 OR 2020/383 OR 2235/238-CD OR 2235/241 OR 2 (Note: *The Description above is not to be used on legal documents.)
Property Use Code	COUNTY (008600)
Tax District	UNINCORPORATED AREA WITH NO MOSQUITO CONTROL (District 75)
Millage Rate	13.9404
Homestead	N
GIS sqft	1,148,766.892

View Map

TRIM Notice

2023 TRIM Notice (PDF)

Residential Buildings

Building	1
Type	SINGLE FAM
Total Area	2317
Heated Area	1523
Exterior Walls	IMIT BRICK
Roof Cover	ASP/COM SH
Interior Walls	PLASTERED
Frame Type	
Floor Cover	CARPET; VINYL TILE
Heat	FO AIR DCT
Air Conditioning	CENTRAL
Bedrooms	0
Bathrooms	1
Actual Year Built	1972
Effective Year Built	1982

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Link to Official Records
11/1/2017	$570,000	TD	2240	928	Unqualified (U)	Improved	* ALTMAN ROBERT TRUSTEE	Link (Clerk)
10/26/2017	$0	QC	2235	238	Unqualified (U)	Improved	* MITCHELL ROBERT MICHAEL & BE	Link (Clerk)
2/3/2017	$0	QC	2235	241	Unqualified (U)	Improved	RICHARDSON EVA J	Link (Clerk)
12/15/2010	$700,000	WD	1840	1476	Qualified (Q)	Improved	* MITCHELL ROBERT MICHAEL & BE	Link (Clerk)

No data available for the following modules: MLS Listings, Linked Personal Property, Property Information, Commercial Buildings, Photos.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. If you feel that any information contained herein is incorrect, please contact our office at (386)313-4150.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/2/2024, 8:24:24 AM

Contact Us

Developed by Schneider GEOSPATIAL

Growth Management Department
Planning & Zoning
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110

www.flaglercounty.gov
Phone: (386)313-4009
Fax: (386)313-4109

TECHNICAL REVIEW COMMITTEE COMMENTS

DATE: February 19, 2025

Project #: 2025010065 / AR #5419

Attached are departmental comments regarding your submittal to Flagler County for the above referenced project. **Any questions regarding any of the comments should be addressed to the department providing the comment.**

Flagler County Building Department	386-313-4002
Flagler County Planning Department	386-313-4009
Flagler County Development Engineering	386-313-4082
Flagler County General Services (Utilities)	386-313-4184
County Attorney	386-313-4005
Flagler County Fire Services	386-313-4258
E-911 GIS Specialist	386-313-4274
Environmental Health Department	386-437-7358
Flagler County School Board	386-586-2386

Attachment: Staff Comments

Reviewing Department Comments

ZON - ZONING (386-313-4009)

Comments:
Marked INFORMATION By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV
Site Plan
1. No Comments

Parking Requirements
2. Provide details on how the 15 required spaces was determined.

Landscape Requirements
3. LDC Sec 5.01.04(5)b. requires 50% of the required trees in the front landscape buffer to be native shade trees.
4. Provide calculations showing compliance with LDC Sec 5.01.04(5)e. - Interior Planting Areas - requires one 250 sf interior planting area for every 5,000 sf of vehicular use area and one native shade tree in each planting island.

FD1 - FIRE REVIEW

Comments:
Marked INFORMATION By: JERRY SMITH - -
Fire Rescue has no issues with this project

ENGIN1 - DEVELOPMENT ENGINEERING (386-313-4082)

Comments:
Marked INFORMATION By: SUSAN GRAHAM - (386)313-4082 - SGRAHAM@FLAGLERCOUNTY.GOV
1.The Stormwater Construction notes reference an Article and Section of the LDC that does not exist. Should reference the construction shall meet the Flagler County Code…

2.Provide a note in the Erosion and Sediment Control regarding the maintenance of the ROW/Roadway to include but not limited to cleaning of the roadway at the construction entrance include the schedule and method. Also, address how dust control will be handled.

3.Identify where the construction entrance is located and if you will utilize a temporary culvert for access? Should you intend to use the existing driveway in its current configuration, the existing culvert should be utilized until the new driveway is constructed.

4.Review the existing signage on CR 305 and identify any additional signage that may be required to notify the public of a Firehouse and emergency egress.

5.Provide complete dimensioning of the posed driveway and all paved (concrete vehicular traffic areas).

6.Where is the Septic Tank located.

7.If the future building will be constructed after the fire station is completed the will the curbing continue through the front of the future building.

8.Provide wheel stops for the parking spaced on the south end of the site.

9.Turn on the topo for the Paving, Grading and Drainage Plan.

10.Provide cross sections through the proposed each driveway.

11.The proposed driveway should have connection notes as to saw cutting the edge of the pavement etc.

12.Did the County request the trench drain across the proposed driveway? If not, consideration should be taken to install a storm inlet and connect to ST-4 via pipe (less maintenance?).

13.Provide the design storm the Peaks Stage is shown on the PGD Sheet.

14.The potable well requires a separation from a wet pond. Verify with the Health Department that the 59.76 ft is sufficient separation.

15.Make sure that all the diameters, pipe lengths and inverts match between the plans and the calculations (ex. Outfall pipe length is different than the calculations).

16. If the County did not require the Type 4 Inlet top and the Type D curbing it is recommended that Type C inlet with a concrete apron and Miami curbing be considered as an alternative.

17.There needs to be specific detailed grading at the handicap parking spaces and all hard surface accesses to the building.

18.Provide specific grading in the ROW for the proposed driveway and show the exiting grades in the existing driveway.

19.Make sure all the storm structures do not encroach into the pavement section.
20.Will the roof drainpipes servicing the future building be installed and stubbed up for future connections?

21.Will the existing material to the existing access to the red roof building be removed and replaced. If so, what material will be used and what thickness.

22.Clarify what utilities will be installed at this time and if any will be partially installed and connected at the time the future building is constructed.

23.Do the plans depict the garbage drains connected to the storm system?

24.Provide site lighting on the site plan and a detail.

EH - ENVIRONMENTAL HEALTH DEPT

Comments:
Marked INFORMATION By: SIMONE KENNY - - SKENNY@FLAGLERCOUNTY.GOV
By John Bey - John.Bey@FLHealth.gov

- An approved potable water system will be required for water service. Application for a Limited

Use Commercial Water System and Well Construction shall be made through the Florida Department of Health in Flagler County prior to installation. Well shall be setback 100ft from septic systems, Oil Water Separators, and surface water bodies. Clearance sampling of the water system will be required prior to approval of the limited use commercial water system. 5 consecutive day raw water source bacteriological samples, 2 consecutive day distribution bacteriological samples, a lead sample from distribution, and a raw water nitrate sample will be required. In addition, the water system shall be sampled quarterly for bacteria, and sampled every 5 years for lead and nitrates. Sample results shall submitted to the Florida Department of Health in Flagler County. Please note that the proposed well location shall be relocated to achieve 100ft setback from stormwater pond.

- A septic system meeting the requirements of 62-6, FAC will be required. The septic system will be sized by number of staff, overnight firefighters, and office space square footage. System shall be setback 100ft from public well and 75ft from surface water bodies. Application for system construction shall be made to the Florida Department of Health in Flagler County. A low-pressure distribution network designed by a professional engineer will be required if drainfield size is over 1,000 sqft.

- An annual operating permit for the septic system shall be required where industrial waste is generated (Example: Floor drain waste).

FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD REGULAR MEETING
Flagler County Government Services Building,
1769 East Moody Blvd., Board Chambers, Bunnell, FL

MEETING MINUTES

Tuesday, March 11, 2025, at 6:00 P.M.

1. **Roll Call:** The meeting was called to order by the Chair and a quorum was present.

   Members Present: Michael Boyd (Chair), Anthony Lombardo (Vice Chair), Timothy Conner, Mike Goodman, Dan Wilcox, and Ron Long.

   Members Absent: Mark Langello

   Present: Adam Mengel, Growth Management Director; Chuck Merenda, Assistant Director; Simone Kenny, Senior Planner; and Hannah Lademann, Planner.

   Board Counsel: Sean Moylan, Deputy County Attorney

2. Pledge to the Flag.

3. Approval of February 11, 2025 minutes.

   February 11, 2025 regular meeting minutes
   Motion to approve by: Anthony Lombardo
   Seconded by: Dan Wilcox
   Motion carried unanimously.

Quasi-Judicial Process: The audience should refrain from clapping, booing or shouts of approval or disagreement. To avoid potential legal ramification and possible overturning of a decision by the Courts, a public hearing must be fair in three respects: form, substance and appearance.

Time limits will be observed:
Staff – 10 minute presentation.
Applicant – 15 minute presentation (unless time extended by consensus of Board).
Public Comment – 3 minutes per speaker, 5 minutes if speaking on behalf of a group.
Applicant Rebuttal and Closing Staff Comments – 10 minutes each.

4. Acknowledgement of additional Continuance of Project No. 2024120025 – This item was heard at the February 11, 2025 Planning and Development Board meeting and continued to this slated meeting. Due to the Applicant not resubmitting to Staff in time for this meeting, they will be continued to the April Planning and Development Board Meeting. Staff requests that the board open this item up to the public for any comment as it was continued for this month's Agenda.

   Public Comments: Raymond Royer Jr, resident of 3 Pelican Lane. He shares concern as he was present at last month's meeting when this item was heard. He states that in the last meeting it was stated on the record that the Fire Marshal is against the request and that his opinion holds weight

in this matter. He asks that that be taken into consideration when this item comes before the board again.

5. Quasi-judicial requiring disclosure of ex parte communication:
   Project No. 2023120050 – **REQUEST FOR A VARIANCE IN THE MH-1 (RURAL MOBILE HOME) DISTRICT** – request for a 4.32 inch left (East) side setback variance from the minimum required 15 foot side setback in the MH-1 (Rural Mobile Home) District at 4007 Oleander Avenue. Parcel Number: 13-12-28-1800-01590-0090; 1.14+/- acres (49,500+/- square feet). Owner/Applicant: Sergey Shemereko (AR No. 4544). (*TRC, PDB*)

   Board Comment: None

   Staff Presentation: by Simone Kenny, Planner

   Applicant Presentation: Sergey Shemerko, resident of 4007 Oleander Avenue

   Public Comments: None

   MOTION: The Planning and Development Board finds that all the variance criteria as listed in the guidelines at Land Development Code Section 3.07.03.E. have been met and therefore approves Project No. 2023120050 for a 4.32 inch left (East) yard setback variance from the minimum required 15 foot side setback for accessory structures in the MH-1 (Rural Mobile Home) District at 4007 Oleander Avenue. (Parcel No. 13-12-28-1800-01590-0090).

   Motion to approve by: Michael Goodman
   Seconded by: Dan Wilcox
   Motion carried unanimously.

6. Quasi-judicial requiring disclosure of ex parte communication:
   Project No. 2025010036 – **REQUEST FOR A VARIANCE IN THE AC (AGRICULTURE) DISTRICT** – request for a 1.7 foot left (West) side variance from the minimum required 25 foot side setback in the AC (Agriculture) District at 9900 County Road 304. Parcel Number: 26-13-29-0000-02030-0020; 17.76+/- acres. Owner: Michael and Mia Morello/Applicant: Mike Morello (AR No. 5388). (*TRC, PDB*)

   Board Comments: None

   Staff Presentation: Simone Kenny, Planner

   Applicant Presentation: Mike Morello, resident of 9976 County Road 304.

   Public Comments: None.

   MOTION: The Planning and Development Board finds that all the variance criteria as listed in the guidelines at Land Development Code Section 3.07.03.E have been met and therefore approves Project No. 2025010036 for a 1.7 foot side (West) yard setback variance from the minimum required 25 foot side yard setback at 9900 County Road 304. (Parcel No. 26-13-29-0000-02030-0020).

Motion to approve by: Dan Wilcox
Seconded by: Mike Goodman
Motion carried 5-1.

7. Quasi-judicial requiring disclosure of ex parte communication:
Project No. 2025020045 – **REQUEST FOR A VARIANCE IN THE I (INDUSTRIAL) DISTRICT** – request for a variance from the minimum required 70 percent protection or replacement of protected trees in the I (Industrial) District at 3825 U.S. Highway 1. Parcel Number: 31-12-31-0000-01040-0000; 1.02+/- acres (44,444+/- square feet). Owner: Roman Abrams/Applicant: Lena Gold (AR No. 5480). (*TRC, PDB*)

Board Comments: None

Staff Presentation: Simone Kenny, Planner

Applicant Presentation: Lena Gold, resident 63 Signal Hill Rd, Staten Island, NY 10301. A representative of the Owner.

Roman Abrams, owner and resident of 425 Neptune Avenue, Apt 20E, Brookyln, NY 11224.

Public Comments: None

MOTION: The Planning and Development Board finds that all the variance criteria as listed in the guidelines at Land Development Code Section 3.07.03.E have been met and therefore approves Project No. 2025020045 for a 50 percent variance from the minimum required 70 percent preservation or replacement of Protected Trees at 3825 US Highway 1. (Parcel No. 31-12-31-0000-01040-0000).

Motion to approve by: Michael Goodman
Seconded by: Ron Long
Motion carried unanimously.

8. Quasi-judicial requiring disclosure of ex parte communication:
Project No. 2025010065 – **REQUEST FOR PUBLIC USE IN THE AC (AGRICULTURE) DISTRICT** – request for a Public Use in the AC (Agriculture) District at 245 County Road 305. Parcel Number: 10-12-29-0000-01040-0021; 26.37+/- acres. Owner: Flagler County BOCC/ Applicant: Zev Cohen (AR No. 5419). (*TRC, PDB, BOCC*)

Board Comments: None

Staff Presentation: Simone Kenny, Planner

Applicant Presentation:

Public Comments: Raymond Royer, Jr, resident of 3 Pelican Lane. Questions about the capacity of the space to be used for the public. It was explained to him by Staff that the proposed Fire Station would not be used for staging or sheltering of the public.

MOTION: The Planning and Development Board recommends to the Board of County Commissioners APPROVAL of the Public Use for Fire Station 51 at 245 County Road 305 pending remaining Development Engineering and Health Department Comments.

Motion to approve by: Michael Goodman
Seconded by: Ron Long
Motion carried unanimously.

9. Legislative not requiring disclosure of ex parte communication:
   PLANNING AND DEVELOPMENT BOARD SITTING AS THE AIRPORT ZONING COMMISSION – **REVIEW OF AIRPORT ZONING ORDINANCE** – request for review and recommendation to the Board of County Commissioners on the Airport Zoning Ordinance and approval of Final Report. (*TRC, PDB (AZC), BOCC*)

   Board Comments: None

   Staff Presentation: Adam Mengel, Growth Management Director

   Public Comments: Raymond Royer Jr, resident of 3 Pelican Lane. Speaks on the state statute allowing for this to be dealt with at the local level. He speaks to the prior master plan that was done by Aviators – and that this board is not qualified in Aviation He recommends that the Board take consideration of the Master plan.

   MOTION: The Airport Zoning Commission approves the Final Report and the Planning and Development Board recommends to the Board of County Commissioners adoption of the Flagler County Airport Zoning Regulations ordinance.

   Motion to approve by: Ron Long
   Seconded by: Anthony Lombardo
   Motion carried unanimously.

10. Staff Comments.

11. Board Comments.

12. Public Comments – Each speaker will be allowed up to three minutes to address the Planning and Development Board on any item or topic not on the agenda.

    Raymond Royer, Jr., resident of 3 Pelican Lane. Asks to speak about River Beach subdivision and previous discussions by this board regarding the subdivision. He states that the subdivision plat references private roads, without names or easements.

13. Adjournment.
    Motion to adjourn by: Anothony Lombardo
    Meeting adjourned at 7:29 P.M.

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Date created: 2/25/2025
Last Data Uploaded: 2/25/2025 7:36:45 AM

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Growth Management Department
Planning & Development
1769 E. Moody Blvd, Bldg. 2
Bunnell, FL 32110

Flaglercounty.gov
Phone: (386)313-4003
Fax: (386)313-4102

February 11, 2025

«OwnerName»
«OwnerAddress2»
«OwnerCityStZip»

Re: Project 2025010065 – Public Use

Dear Property Owner –

As owner of property within 300' of the property referenced herein, the Flagler County Planning Department , in accordance with Section 2.07.00 of the Flagler County Land Development Code, advises you that :

A request has been made by Randy Hudak, P.E. for a Public Use approval for a fire station on land owned by the Flagler County Board of County Commissioners, located at 245 County Road 305, South of State Road 100, on Parcel No. 10-12-29-0000-01040-0021.The subject property lies in the AC (Agriculture) District. Public Uses may be permitted in any zoning district provided an application is made to the Planning and Development Board for its review and recommendation to the County Commission for final decision.

You are hereby notified that public hearings for this request will be held as follows:

FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD, March 11, 2025 @ 6:00 p.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Bunnell, Florida 32110 for recommendation to the Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS – April 21, 2025 @ 5:30 p.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Bunnell, Florida 32110 for final decision.

You are welcome to attend each of the above-referenced public hearings to express your opinion.

Sincerely,

Simone Kenny

Simone Kenny

Senior Planner

Andy Dance District 1 | **Greg Hansen** District 2 | **Kim Carney** District 3 | **Joe Mullins** District 4 | **Pam Richardson** District 5

NOTE: PURSUANT TO SECTION 286.0105. FLORIDA STATUTES, IF A PERSON DECIDED TO APPEAL ANY DECISION BY THE BOARD, AGENCY OR COMMISSION WITHRESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, HE OR SHEWILL NEED TO ENSURE THA TA VERBATUM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTAMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

ParcelId	OwnerName	OwnerAddr	OwnerAddress2	OwnerAddress3	OwnerCity	Country
04-12-29-0000-03060-0000	STRICKLAND SOD FARM INC		PO BOX 1998		BUNNELL, FL 32110	
03-12-29-0000-04040-0000	STRICKLAND SOD FARM INC		PO BOX 1998		BUNNELL, FL 32110	
10-12-29-0000-01040-0010	SEAY FARMS LLC		PO BOX 1151		BUNNELL, FL 32110	
10-12-29-0000-01030-0000	SEAY JOHN M & JAIME H&W		PO BOX 1151		BUNNELL, FL 32110	
09-12-29-0000-02010-0000	OLD DIXIE CATTLE COMPANY LLC		PO BOX 354768		PALM COAST, FL 32135	
10-12-29-0000-01040-0021	FLAGLER COUNTY FLORIDA		1769 EAST MOODY BLVD, BLDG 2		BUNNELL, FL 32110	
10-12-29-0000-01040-0020	HYMAN STEVEN J		6869 W HWY 100		BUNNELL, FL 32110	

I hereby affirm mailed notice to each owner on 2/11/2025 for the Planning and Development Board meeting on 3/11/2025 at 6:00 pm.

Simone Kenny

Simone Kenny, Senior Planner


NOTICE OF PUBLIC HEARING
NOTICE OF PUBLIC HEARING

Serial Number
25-00041F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Project No. 2025010065

in the Court, was published in said newspaper by print in the

issues of 2/13/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

13th day of February, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

LESLINE CUNNINGHAM-HARRISON
Notary Public - State of Florida
Commission # HH 099304
My Comm. Expires Mar 2, 2025
Bonded through National Notary Assn.

Notary Public, State of Florida
(SEAL)

NOTICE OF PUBLIC HEARING FOR PUBLIC USE APPLICATION PROJECT NO. 2025010065

A request has been made by Hoyle Tanner for a Public Use approval for a fire station on land owned by the Flagler County Board of County Commissioners located at 245 County Road 305, South of State Road 100, on Parcel No. 10-12-29-0000-01040-0021.

The subject property lies in the AC (Agriculture) District. Public Uses may be permitted in any zoning district provided an application is made to the Planning and Development Board for its review and recommendation to the County Commission for final decision.

Public hearings on the above-captioned matter will be held as follows:

PLANNING AND DEVELOPMENT BOARD – March 11, 2025 at 6:00 p.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Bunnell, Florida 32110 for recommendation to the Board of County Commissioners and

BOARD OF COUNTY COMMISSIONERS – April 21, 2025 at 5:30 p.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Bunnell, Florida 32110 for final decision.

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 Department, 1769 E. Moody Blvd, Building 2, Bunnell, FL 32110 or email to planningdept@flaglercounty.gov. Please reference application number above. Copies of the application, supporting data and analysis, staff reports and other pertinent information are available for review at the Flagler County Planning & Zoning Dept., 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, telephone (386) 313-4009.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING, A RECORD OF THE PROCEEDINGS MAY BE NEEDED AND, FOR SUCH PURPOSES, THE PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE PLANNING DEPARTMENT AT LEAST 48 HOURS PRIOR TO THE MEETING.

Feb. 13 25-00041F

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING/AGENDA ITEM NO. 9b

SUBJECT: LEGISLATIVE – Request to Approve and Adopt the Flagler Executive Airport Zoning Regulations Ordinance on Second Reading.

DATE OF MEETING: April 21, 2024

OVERVIEW/SUMMARY: This request is legislative in nature and does not require disclosure of ex parte communication. The Legislature in 2016 enacted changes to Florida Statutes that required adoption of airport zoning regulations to protect public use airports. These statutes are 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 has been formatted into the attached draft ordinance for the Board's review. If the airport zoning regulations are approved by the Board of County Commissioners, these regulations will ultimately need to be adopted by the City of Bunnell and the City of Palm Coast through an interlocal agreement to fulfill the statutory requirements.

The Planning and Development Board initially considered this 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 with the procedures for adopting airport zoning regulations, Section 333.05, Florida Statutes, requires review of the draft ordinance by a designated Airport Zoning Commission. The Airport Zoning Commission must be designated prior to the initial zoning under Chapter 333, i.e., prior to the County Commission's first hearing of the zoning ordinance. In addition, fifteen days must elapse between the Zoning Commission's final review and the County Commissioner's first hearing of the zoning ordinance. Finally, the statute specifically permits local governments to utilize their planning boards as the Airport Zoning Commission because such boards are experienced in planning and zoning.

The County Commission designated the Planning and Development Board as the Airport Zoning Commission on March 3, 2025. The Planning and Development Board again reviewed the airport

zoning regulations at its March 11, 2025, Regular Meeting, and again unanimously recommended approval. The Airport Zoning Commission's Final Report was provided to the Board of County Commissioners on March 12, 2025, meeting the fifteen (15) day requirement as provided in Section 333.05(2), Florida Statutes.

Following the April 7, 2025, Board of County Commissioners meeting and first reading and public hearing for the ordinance, staff amended the ordinance text to include an administrative appeal step in addition to judicial relief. This option – while likely unnecessary – provides for an appeal as an administrative remedy prior to any court filing. In addition, the Airport Zoning Administrator has been designated as the Growth Management Director. Finally, at the request of the City of Palm Coast, staff included a provision to provide notice to the City when the County issues or denies an obstruction permit involving land within the City's jurisdiction.

In summary, what this ordinance does is meet the requirements for adoption of airport zoning as provided in Chapter 333, Florida Statutes. The ordinance establishes procedures and criteria for the permitting of airspace obstructions, such as cell towers. It also prohibits incompatible land uses, such as landfills, within a certain distance from runways. The County will need to enter into interlocal agreements with the Cities of Palm Coast and Bunnell because those jurisdictions fall within the area affected by the ordinance.

What this ordinance does not do is change the airspace or otherwise affect air operations at the Flagler Executive Airport. Since the various zones recognized in the ordinance are established through the Airport Layout Plan and the physical construction of the runways, any changes in the Plan may result in the adjustment of the zone boundaries. For the most part, these zones set a vertical height limit for obstructions at 150 feet. Existing avigation easements (as originally established by the U.S. Navy) remain unaffected by these regulations.

Public notice has been provided for review of the ordinance according to Section 125.66 and Section 333.05(1), Florida Statutes.

This agenda item is:
_____ quasi-judicial, requiring disclosure of ex-parte communication; or
__X__ legislative, not requiring formal disclosure of ex-parte communication.

OPTIONS FOR THE BOARD: The Board of County Commissioners may:
Adopt the Flagler Executive Airport Zoning Regulations ordinance on second reading.
Not Adopt the Flagler Executive Airport Zoning Regulations ordinance on second reading.
Continue the Flagler Executive Airport Zoning Regulations ordinance on second reading on the basis that additional information is needed from staff. Based on the presentation and the public hearing, the Board does not have sufficient information to be able to approve and adopt the ordinance on second reading. Continuing the Board's review of the draft ordinance to a time and date certain will preserve public notice and provide an opportunity for staff to provide additional information.

ATTACHMENTS:
1. Airport Zoning Ordinance
2. Public notice
3. Quick Reference for Airport Zoning Regulations

ORDINANCE 2025-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, AMENDING THE FLAGLER COUNTY LAND DEVELOPMENT CODE (APPENDIX C TO THE FLAGLER COUNTY CODE OF ORDINANCES), BY AMENDING SECTION 3.06.00, SPECIAL PROVISIONS OTHER, ARTICLE III, ZONING DISTRICT REGULATIONS, BY ESTABLISHING AIRPORT ZONING REGULATIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County is a political subdivision of the State of Florida, as established through Section 1 of Article VIII of the Constitution of the State of Florida, as revised in 1968 and as subsequently amended; and

WHEREAS, Flagler County is the owner and operator of a general aviation public airport identified as Flagler Executive Airport (KFIN); and

WHEREAS, the Flagler Executive Airport is within the unincorporated area of Flagler County and is subject to the land use regulations as established by the Board of County Commissioners of Flagler County, Florida, through its Land Development Code, codified in Appendix C to the Flagler County Code of Ordinances; and

WHEREAS, while the Flagler Executive Airport is located within the unincorporated area of Flagler County and is subject to the County's Land Development Code, the Airport is bordered by, and in proximity to, lands within incorporated municipalities which are subject to the applicable land development regulations of the respective municipalities; and

WHEREAS, the County desires to adopt airport zoning protection and airport land use compatibility regulations as provided in Section 333.03, Florida Statutes, so as to protect the Airport's infrastructure and in recognition of the public's substantial investment in the Airport's development; and

WHEREAS, the adoption of airport protection overlay zoning formalizes review processes that the County and municipalities have been utilizing for the evaluation of development within the vicinity of the Airport, and the formal adoption of airport protection overlay zoning is in the best interest of the public; and

WHEREAS, while airport protection overlay zoning primarily concerns airport obstruction hazards which may impact the vertical and horizontal airspace surrounding the Airport, airport protection overlay zoning, among ither things, additionally identifies incompatible uses that should be discouraged or prohibited proximate to the Airport; and

WHEREAS, airport obstruction hazards endanger the lives and property of users of an airport and of the occupants of land in its vicinity by reducing the size of the area available for aircraft taking off, maneuvering, or landing, thus tending to destroy or impair the utility of the Airport and the public investment therein; and

WHEREAS, it is further found that certain activities and uses of land in the immediate vicinity of airports as enumerated in Section 333.03(2), Florida Statutes, are not compatible with normal airport operations, and may, if not regulated, also endanger the lives of the participants, adversely affect their health, or otherwise limit the accomplishment of normal activities; and

WHEREAS, the creation or establishment of an airport hazard and the incompatible use of land in airport vicinities are public nuisances and injure the community served by the airport in question; and

WHEREAS, it is therefore necessary in the interest of the public health, public safety, and general welfare that the creation or establishment of airport hazards and incompatible land uses be prevented; and

WHEREAS, the limitation of land uses incompatible with normal airport operations, the prevention of the creation or establishment of airport hazards, and the elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which political subdivisions may raise and expend public funds and acquire land or property interests therein, or air rights thereover; and

WHEREAS, every political subdivision having an airport hazard area within its territorial limits is required by Section 333.03, Florida Statutes, to adopt, administer, and enforce under the police power and in the manner and upon the conditions prescribed in this section, airport protection zoning regulations for such airport hazard area; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the citizens of Flagler County to adopt the proposed Airport Zoning Regulations, that these Regulations meet the requirements of Chapter 333, Florida Statutes, with regards to Airport Zoning, and that this amendment to the Land Development Code is consistent with the Comprehensive Plan; and

WHEREAS, the Planning and Development Board, sitting in its capacity as the Airport Zoning Commission, reviewed the zones and uses to be adopted through the Flagler County Airport Zoning Regulations and, following its duly noticed public hearings held on February 11, 2025 and March 11, 2025, provided its report to the Board of County Commissioners recommending adoption of the Flagler County Airport Zoning Regulations; and

WHEREAS, following public hearings on April 7, 2025 and on April 21, 2025, including the presentation by staff and public comments as part of the public hearings, the Board of County Commissioners adopted this ordinance; and

WHEREAS, public notice has been provided in accordance with Sections 125.66 and 333.05, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. RECITALS.

A. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2. CODE AMENDMENT.

A. There is hereby created a new Section 3.06.17, Airport Zoning Regulations, Article III, Zoning District Regulations, of the Flagler County Land Development Code (Appendix C to the Code of Ordinances of Flagler County, Florida), as follows:

Sec. 3.06.17. Airport zoning regulations.

A. *Title*. These regulations shall be known as the Flagler Executive Airport Zoning Regulations.

B. *Purpose and intent.* The purpose of these airport zoning regulations is to provide both airspace protection and land use compatibility in relation to the normal operation of the Flagler Executive Airport (KFIN) licensed for public-use by the State of Florida Department of Transportation (FDOT) in Flagler County, Florida. These regulations, through the establishment of airport zones and corresponding regulations, provide for the independent review of development proposals in order to promote the public interest in safety, health, and general welfare and to ensure that the Flagler Executive Airport can effectively function.

Therefore, Flagler County deems it necessary to regulate the uses of land located around said airports relative to the:

1. Height of structures and objects of natural growth on such land;

2. Uses of land in areas subject to airport noise;

3. Uses of land in areas subject to aircraft overflight potential;

4. Establishment of residential use or educational facilities on such land;

5. Uses of land which result in the generation of in-flight visual or electronic interference; and

6. Uses of land which result in aircraft bird strike hazards.

C. *Definitions*. The following terms shall be defined herein as follows:

1. *Aeronautical study*: a Federal Aviation Administration (FAA) study, conducted in accordance with the standards of 14 C.F.R. Part 77, subpart C, and Federal Aviation Administration policy and guidance, on the effect of proposed construction or alteration upon the operation of air navigation facilities and the safe and efficient use of navigable airspace.

2. *Airport*: any area of land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose. The term “airport” shall mean the Flagler Executive Airport (KFIN), a general aviation public-use airport owned and operated by Flagler County. For purposes of airport protection and land use compatibility regulations in this section, the term “airport” also includes all land lying vertically under the designated approach zones.

3. *Airport elevation*: the highest point of an airport’s usable landing area measured in feet above Mean Sea Level.

4. *Airport hazard*: an obstruction to air navigation which affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

5. *Airport hazard area*: any area of land or water upon which an airport hazard might be established.

6. *Airport zoning administrator*: the Growth Management Director or his/her designee shall serve as the Airport Zoning Administrator.

7. *Day/night sound level (DNL)*: the system used by the FAA and the Department of Housing and Urban Development (HUD) to measure noise. Contours representing DNL levels are generated from the FAA’s Integrated Noise Model (INM). The military also uses the DNL methodology to express noise impacts. Sound levels in the DNL contours are expressed in decibel units.

8. *Decision height*: the height at which a decision must be made during all instrument landing system (ILS) instrument approach to either continue the approach or to execute a missed approach.

9. *Educational facility*: any structure, land, or use that includes a public or private kindergarten through 12th grade school, charter school, magnet school, college campus, or university campus. The term does not include space used for educational purposes within a multi-tenant building.

10. *Landfill*: has the same meaning as provided in Section 403.703, Florida Statutes.

11. *Minimum descent altitude*: the lowest altitude, expressed in feet above Mean Sea Level, to which descent is authorized on final approach or during circling-to-land maneuvering in execution of a standard instrument approach where no electronic glide slope is provided.

12. *Nonconforming use*: for purposes of this section, any preexisting structure, object of natural growth or use of lands which is inconsistent with the provisions therein.

13. *Obstruction*: any existing or proposed object, terrain, or structure construction or alteration that exceeds the federal obstruction standards contained in 14 C.F.R. Part 77, subpart C that obstructs the airspace required for flight of aircraft in landing and takeoff at an airport or is otherwise hazardous to such landing or takeoff of aircraft. The term includes: any object of natural growth or terrain; permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

14. *Political subdivision*: the local government of any county, municipality, town, village, or other subdivision or agency thereof, or any district or special district, port commission, port authority, or other such agency authorized to establish or operate airports in the state. For purposes of this section, this term shall mean Flagler County as the owner and operator of the Flagler Executive Airport (KFIN).

15. *Precision instrument runway*: a runway having an instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR). It also means a runway for which a

precision approach system is planned and is so indicated on an FAA-approved airport layout plan; a military service's approved military airport layout plan; any other FAA planning document, or military service's military airport planning document.

16. *Public-use airport*: an airport, publicly owned and maintained, licensed by the state, which is open for use by the public. For the purposes of this section, the publicly owned and maintained airport within Flagler County is Flagler Executive Airport (KFIN).

17. *Runway protection zone (RPZ)*: an area at ground level beyond the runway end to enhance the safety and protection of people and property on the ground.

18. *Structure*: any object constructed, erected, altered, or installed, including, but not limited to, buildings, towers, smokestacks, utility poles, power generation equipment, and overhead transmission lines.

19. *Substantial modification*: any repair, reconstruction, rehabilitation, or improvement of a structure when the actual cost of the repair, reconstruction, rehabilitation, or improvement of the structure equals or exceeds 50 percent of the market value of the structure.

20. *Visual runway*: a runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedures and no instrument designation indicated on an FAA approved airport layout plan, a military service approved military layout plan, or by any planning document submitted to the FAA by competent authority.

D. *Zoning and land use applicability pursuant to Airport Layout Plan*

For the Flagler Executive Airport, the boundary of height and land use restrictions established by these regulations shall be based on the runway configuration and imaginary surfaces pursuant to 14 C.F.R. Part 77, as depicted in the Airport Layout Plan within the Flagler Executive Airport Master Plan as it may be amended from time to time. A site located in more than one of the described surfaces shall apply the most restrictive height limitation.

In determining the location of airport zone boundaries, the following rules shall apply:

1. Where boundaries are shown to follow streets or alleys, the centerline of such streets or alleys as they exist at the time of adoption of these regulations, shall be the airport zone boundary;

2. Where boundaries are shown to enter or cross platted lots, property lines of lots as they exist at the time of adoption of these regulations shall be the airport zone boundary;

3. Notwithstanding the above, where boundaries are shown on any platted lot, provisions of the more restrictive airport zone shall apply; and

4. Where boundaries are shown on unsubdivided property of less than five (5) acres in area, provisions of the more restrictive airport zone shall apply.

E. *Airport protection zoning regulations.*

1. *Airspace Obstruction Permit Process for Potential Obstructions.*

Landowners proposing to construct, alter, or allow an airport obstruction in an airport hazard area in violation of these Airport Zoning Regulations must apply for a permit by submitting an application to the Airport Zoning Administrator. Notwithstanding the foregoing, temporary structures, such as cranes, erected for a period of less than eighteen (18) months shall be exempt from this permitting requirement unless the FDOT requests permit review for such structures. In addition, a permit is not required for repair or replacement of existing structures that received construction permits from the Federal Communications Commission before June 1975.

A permit may not be issued if it would allow the establishment or creation of an airport hazard or if it would permit a nonconforming obstruction to become a greater hazard to air navigation than it was upon the effective date of these Airport Zoning Regulations or than it is when the application for a permit is made. In addition, if a nonconforming obstruction has been abandoned or is more than eighty (80) percent torn down, destroyed, deteriorated, or decayed, a permit may not be granted if it would allow the obstruction to exceed the applicable height limit or otherwise deviate from the Airport Zoning Regulations. Whether or not an application is made for a permit, the owner of the nonconforming obstruction shall be required, at owner's own expense, to lower, remove, reconstruct, alter, or equip such obstruction as may be necessary to conform to the current Airport Zoning Regulations. If the owner of the nonconforming obstruction neglects or refuses to comply with such

requirement for ten (10) days after Notice, the County may proceed to have the obstruction so lowered, removed, reconstructed, altered, or equipped and assess the cost and expense thereof upon the owner of the obstruction or the land whereon it is or was located.

a. Permit applications shall require:

    i. Name, address, and email address of the applicant; name, address, and email address of an authorized representative, if any, along with an owner's authorization.
    ii. FAA Form 7460-1, Notice of Proposed Construction or Alteration, filed with the FAA, if applicable pursuant to the height of the obstruction and its distance from the runway pursuant to Section 333.05, Florida Statutes, or its successor and 14 C.F.R. Part 77. Applicants shall utilize the online FAA Notice Criteria Tool to determine whether proposed development is a potential obstruction of navigable airspace requiring permitting under this section.
    iii. Aeronautical Study or documentation of FAA Determination in response to notice. The applicant shall submit a completed Airport Obstruction Permit application, as provided by the Airport Zoning Administrator, to include the final written Determination of the "Notice of Proposed Construction or Alteration" issued by the FAA.
    iv. U.S. Geological Survey 7.5 Minute Quadrangle Map.
    v. Location of the proposed structure including latitude and longitude; the type of proposed structure; site elevation and height of the proposed structure above ground level, including any appurtenances, and a scaled construction diagram.
    vi. Zoning Statement from Local Government with Jurisdiction.

b. The Airport Zoning Administrator shall provide a copy of complete permit applications to the Aviation Office of the Florida Department of Transportation via certified mail, return receipt requested, or by a delivery service that provides a receipt evidencing delivery.

c. Criteria for granting an airport obstruction permit.

    The Airport Zoning Administrator shall issue an Airspace Obstruction Permit if review determines the applicant

demonstrates compliance with federal requirements for notification of proposed construction or alteration and a valid aeronautical study, and the proposed construction or alteration of an obstruction does not adversely impact the following factors:

i. The safety of persons on the ground and in the air;
ii. The safe and efficient use of navigable airspace;
iii. The nature of the terrain and height of existing structures;
iv. The effect of the construction or alteration on the state licensing standards for a public-use airport contained in Chapter 330, Florida Statutes, and rules adopted thereunder;
v. The character of existing and planned flight operations and developments at public-use airports;
vi. Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the FAA;
vii. The effect of the construction or alteration of the proposed structure on the minimum descent altitude or the decision height at the affected airport; and
viii. The cumulative effects on navigable airspace of all existing structures and all other known proposed structures in the area.

d. The Airport Zoning Administrator shall issue or deny the permit within sixty days of receipt of a complete permit application. If the real property subject to permit lies within the boundaries of a political subdivision, the Airport Zoning Administrator shall provide a copy of the permit issuance or denial determination to the chief executive officer of the political subdivision. Temporary or conditional permits pending completion of review, comment, or approval by any other local, state, or federal agency shall not be issued.

e. Permits may not be issued solely on the basis that the FAA has determined that the proposed construction or alteration of an obstruction is not an airport hazard. Where the FAA has reviewed a proposed development and determined it would not affect the safe and efficient use of navigable airspace and the operation of planned or existing air navigation and communication facilities, the Airport Zoning Administrator may grant an Airport Obstruction Permit for a proposed development, provided that conditions are attached to said permit in addition to other requirements consistent with this ordinance. No Airport Obstruction Permit shall be issued after the expiration date indicated on the FAA's written Determination. Each Airport Obstruction Permit issued shall specify a reasonable expiration date as a condition.

f. Where the FAA has reviewed a proposed land development request and determined it would affect the safe and efficient use of navigable airspace and the operation of planned or existing air navigation and communication facilities for civil airports, or the establishment of a “Hazard to Air Navigation,” or both, no Airport Obstruction Permit shall be granted by the Airport Zoning Administrator.

g. If a permit is denied, the Airport Zoning Administrator shall state in writing the reasons therefor and shall work with the applicant to determine how the applicant can alter the proposed construction or alteration to resolve the adverse impacts and/or hazard determination. If no resolution is reached, the applicant may submit a written appeal to the County Administrator. The County Administrator may schedule an evidentiary hearing but, in any case, shall render a written decision within thirty (30) calendar days of receiving the appeal. Such decision shall be the final action of Flagler County with respect to the application. If the real property subject to permit lies within the boundaries of another political subdivision, the County Administrator shall provide a copy of the decision on the appeal to the chief executive officer of the political subdivision.

F. *Marking and lighting requirements.*

When issuing a permit under this section, the Airport Zoning Administrator shall require the owner of the obstruction to install, operate, and maintain, at the owner’s expense, marking and lighting in conformance with the specific standards established by the FAA and the regulatory requirements of the State of Florida.

G. *Land use compatibility requirements*

1. Prohibition of New Landfills and the Restriction of Existing Landfills

There shall be no new landfills established, and existing landfills shall be restricted, within 10,000 feet from the nearest point of any runway of the Airport. The local government having jurisdiction over any landfills beyond the foregoing area but within the lateral limits of the surfaces defined in 14 C.F.R. s. 77.19, or its successor, shall review such landfills on a case-by-case basis.

2. Mitigation of Hazards via Bird Management Requirements

When any landfill is located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft at the airport, the landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.

3. Prohibition of Incompatible Uses within Noise Contours Established by a Federally Approved Noise Study

Incompatible uses of land within noise contours approved by the FAA and depicted in the Airport Master Plan shall be prohibited. Notwithstanding the foregoing, incompatible land uses may be allowed in such areas if the study upon which the contours are based specifically allows for such use/s with appropriate mitigation measures. If at any time the study upon which the noise contours is based is no longer approved by the FAA, incompatible uses shall be prohibited in an area contiguous to the airport measuring one-half the length of the airport's longest runway on either side of and at the end of each runway centerline. Schools built before July 1993 shall be exempt from the prohibitions of this subsection and may be upgraded or expanded without regard to this subsection.

4. Restriction of New Incompatible Uses Within Runway Protection Zones

New incompatible uses, activities, or substantial modifications to existing incompatible uses within runway protection zones shall be restricted.

H. *Joint airport protection zoning*

Flagler County shall adopt, administer, and enforce the airport protection zoning regulations herein by interlocal agreement with any other municipality whose jurisdiction includes land, upon which an obstruction may be constructed or altered, which underlies any surface of the airport as provided in 14 C.F.R. Part 77, subpart C.

I. *Judicial review*.

1. Any person or political subdivision aggrieved by a decision of Flagler County in the application of these Flagler County Airport Zoning Regulations may seek judicial relief by filing an application within thirty (30) days after the final decision is rendered. Review shall be by petition for writ of certiorari in accordance with the Florida Rules of Appellate Procedure.

2. The circuit court in the Seventh Judicial Circuit shall have exclusive jurisdiction to affirm, reverse, or modify the decision on the permit or other determination being appealed. The court may also order further proceedings by Flagler County, if deemed necessary. The court shall accept the findings of fact made by Flagler County as conclusive if supported by substantial evidence. Only objections raised during the underlying proceeding shall be considered by the court.

3. In the event that airport zoning regulations adopted under this chapter are determined by a court to unduly interfere with the use and enjoyment of a specific structure or parcel of land, to the extent that it constitutes a taking or deprivation of property in violation of the State Constitution or the Constitution of the United States, or otherwise amount to an inordinate burden on the use of land, such holding shall not affect the application of such regulations to other structures and parcels of land not involved in the particular decision.

4. A judicial appeal to any court under this section shall not be permitted until the appellant has exhausted all available remedies through the application for local government permits, exceptions, and appeals.

J. *Enforcement and remedies*.

1. Each violation of Chapter 333, Florida Statutes, or of any airport zoning regulations, orders, or rulings adopted or made pursuant to Chapter 333, Florida Statutes, shall constitute a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes, and each day a violation continues to exist shall constitute a separate offense.

2. Flagler County may enforce the provisions of these regulations by initiating Code Enforcement and/or Special Magistrate proceedings in accordance with Chapter 162, Florida Statutes.

3. In addition, Flagler County may institute in any court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of Chapter 333, Florida Statutes, or of these airport zoning regulations, or of any order or ruling made in connection with their administration or enforcement, and the court shall adjudge to the plaintiff such relief, by way of injunction, which may be mandatory, or otherwise, as may be proper under all the facts and circumstances of the case in order to fully effectuate the purposes of the regulations adopted and orders and rulings made pursuant thereto.

Section 3. APPLICABILITY.

This Ordinance shall be effective within the unincorporated areas of Flagler County, Florida, and shall include such incorporated areas of Flagler County if provisions of this Ordinance are specifically recognized through one or more interlocal agreements as applicable and enforceable within such incorporated areas.

Section 4. CODIFICATION.

A. Only Section 2 of this Ordinance shall be codified and included within the Code of Ordinances of Flagler County, Florida.

B. It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Flagler County Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” “regulations,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. EFFECTIVE DATE.

A. This Ordinance shall become effective upon filing of this Ordinance with the Department of State.

B. A certified copy of this Ordinance shall be filed with the Department of State and with the Department of Transportation within ten (10) days after enactment by the Board of County Commissioners.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, UPON SECOND AND FINAL READING THIS 21ST DAY OF APRIL 2025.

BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA

_____
Andrew S. Dance, Chair

ATTEST:

_____
Tom Bexley, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2025.04.09 11:13:25 -04'00'

_____
Sean S. Moylan, Deputy County Attorney

Attachment 2

Serial Number
25-00068F

Observer
You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of April 7th and April 21st

in the Court, was published in said newspaper by print in the

issues of 3/13/2025, 3/20/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

20th day of March, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Andrea L Bubnis

Notary Public, State of Florida
(SEAL)

ANDREA L. BUBNIS
MY COMMISSION # HH 473876
EXPIRES: January 1, 2028

NOTICE OF ADOPTION OF AMENDMENT TO THE FLAGLER COUNTY LAND DEVELOPMENT CODE

Pursuant to Section 125.66 and Section 333.05(1), Florida Statutes, the Flagler County Board of County Commissioners hereby gives notice of a proposal to adopt an Ordinance affecting the actual list of permitted, conditional, or prohibited uses within the unincorporated area of Flagler County and titled similar to:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, AMENDING THE FLAGLER COUNTY LAND DEVELOPMENT CODE (APPENDIX C TO THE FLAGLER COUNTY CODE OF ORDINANCES), BY AMENDING SECTION 3.06.00, SPECIAL PROVISIONS OTHER, ARTICLE III, ZONING DISTRICT REGULATIONS, BY ESTABLISHING AIRPORT ZONING REGULATIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Public hearings on the ordinance will be held in the location listed below at the dates and times provided:

BOARD OF COUNTY COMMISSIONERS – First Reading – Monday, April 7, 2025 at 9:30 a.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110.

BOARD OF COUNTY COMMISSIONERS – Second Reading and Adoption – Monday, April 21, 2025 at 5:30 p.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110.

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, Building 2, Bunnell, FL 32110 or email to planningdept@flaglercounty.gov. Copies of the proposed ordinance, supporting data and analysis, 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 am to 5:00 pm.

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 APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE COUNTY ADMINISTRATION AT (386) 313-4001 AT LEAST 48 HOURS PRIOR TO THE MEETING.

Mar. 13/20 25-00068F

What the Flagler County Executive Airport Zoning Regulations Ordinance does:

- The Ordinance sets up a uniform procedure and standards for permitting airspace obstructions. The most common airspace obstruction would be a cell phone tower taller than 150 feet within designated flight paths.
- The Ordinance prohibits incompatible uses of land within proximity to the airport such as land fills (which attract birds and are dangerous for airplanes) and schools. Flagler Palm Coast High School is exempted from these regulations (or "grandfathered in") under Florida law.
- The areas subject to the obstruction and land use restrictions are based on state and federal law and are depicted in the Airport Layout Plan within the Flagler Executive Airport Master Plan. Flagler County will begin the process of updating the Airport Master Plan in the summer of 2025.
- The Ordinance prohibits homes and schools within 65 DNL noise contours as depicted on the Airport Layout Plan. However, the noise contours fall on airport property as identified by an FAA-approved noise study. In other words, the Ordinance does not prohibit the construction of homes within Seminole Woods or Quail Hollow because those neighborhoods are beyond the 65 DNL noise contour. The noise contours will be updated based on a new study as part of the overall update to the Airport Master Plan.
- The County will enter into interlocal agreements with the cities of Palm Coast and Bunnell to coordinate permitting of airspace obstructions and that may be built within the cities' jurisdictions.

What the Flagler Executive Airport Zoning Regulations Ordinance does not do:

- The Ordinance does not regulate flight operations. The regulation of airspace is preempted to the federal government. Rather, as explained above, the Ordinance regulates the use of lands in proximity to the airport.
- The Ordinance does not require realtors to notify purchasers of homes that the home is close to the airport.
- The Ordinance does not necessarily prohibit the construction of new obstructions within the restricted airspace. Obstructions may be allowed if approved by the FAA and the County. In such cases, the obstructions must have marking and lighting requirements in compliance with federal regulations.