



# Flagler County Board of County Commissioners Meeting Agenda

November 18, 2024 • 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](http://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:** None
  - 4c) **Presentations (3-5 Minutes): Innovation Technology Department: Drone Team and Geographic Information System (GIS) Team Presentations (Presented by Matthew Rivera, Chief Information Officer)**
5. **Community and Board Comments:**
  - 5a) **Community Outreach:** *This thirty-minute time period has been allocated for public comment on any consent agenda item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.*
  - 5b) **Board Comments on Consent Items**
6. **Consent: Constitutional Officers:**
  - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
    - 1) Disbursement Report for Week Ending October 25, 2024
    - 2) Disbursement Report for Week Ending November 1, 2024
  - 6b) **Clerk: Approval of Board Meeting Minutes:** None
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) Approval of FY 2025 State Aid to Libraries Annual Plan of Service:** Request the Board approve and sign the FY 2024/25 State Aid to Libraries Annual Plan of Service. *(Requested by Holly W. Albanese, Assistant County Administrator)*
- 7-c) Letter of Agreement (LOA) with UnitedHealthcare of Florida, Inc. to Distribute Funds to Flagler County Fire Rescue for the Pre-hospital 911 Transport of Medicaid Patients:** Authorize the Chair to execute the letter of agreement with UnitedHealthcare of Florida, Inc. to receive funds. *(Requested by Michael Tucker, Fire Chief)*
- 7-d) Consider Resolution Modifying and Increasing Special Events Fees, Training Fees, and Transport Fees Charged by EMS and Fire Rescue:** Request the Board approve the Resolution modification and increase of fees for Fire Rescue services and EMS. *(Requested by Michael Tucker, Fire Chief and Daniel VanDeusen, Battalion Chief of Administration)*
- 7-e) Consideration to Amend the Legal Aid Fund (Fund 1105), Law Library Fund (Fund 1107), Juvenile Diversion Fund (Fund 1195), and the Court Innovations Fund (Fund 1197) for Fiscal Year 2023-24 Due to Additional Revenue Collections:** Request the Board approve the Unanticipated Revenue Resolutions. *(Requested by E. John Brower, Financial Services Director)*
- 7-f) Consideration of Approval of Award of \$330,000 in SHIP Funding to Abundant Life Ministries, Hope House, Inc., for Affordable Housing Project, Phoenix Crossings:** Request the Board approve the SHIP funding award and authorize the Chair to execute the SHIP Rental Development Agreement and authorize the County Administrator to execute all necessary documents associated with implementing said contract, including any amendments, within the Administrator's budget authority, approved as to form by the County Attorney. *(Requested by Joseph Hegedus, Health and Human Services Director and Robert Rounds, Purchasing Manager)*
- 7-g) Ratification of Multiple Cooperative Contracts:** Request the Board approve the annual spend for the term of the contracts listed above, ratify the use of these cooperative purchase contracts, and authorize the Chair to execute the contracts. *(Requested by Robert Rounds, Purchasing Manager)*

**8. General Business: None**

**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 – Request to Accept the Special Magistrate's Report and Modify the Magistrate's Recommendation to Enter into a Settlement Agreement between the County and Hammock Harbour, LLC; 5658 North Oceanshore Boulevard; Parcel**

**Number: 40-10-31-3150-00000-0420; 4.26+/- acres. Owner: Robert Million, as Manager of Hammock Harbour, LLC; Agent: M. Scott Thomas, Burr & Forman LLP:** Options for the Board: Accept; Modify; or Reject. *(Requested by Adam Mengel, Growth Management Director and Sean Moylan, Deputy County Attorney)*

## **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.

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

**Invoices Processed for period 10/19/24 to 10/25/24**

Item 06a(1)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/17/24	2197	P&A ADMINISTRATIVE SERVICES, INC	10.16.2024	\$1,597.61	P&A Flexible Spending 10.15.2024
			Check Total	\$1,597.61	
10/21/24	2203	BANK OF AMERICA - P-CARD	SEP 2024 PCARD PURCH	\$146,231.23	SEPTEMBER 2024 PCARD PURCHASES
			Check Total	\$146,231.23	
10/21/24	2205	P&A ADMINISTRATIVE SERVICES, INC	10.18.2024	\$1,180.47	P&A Flexible Spending 10.17.2024
			Check Total	\$1,180.47	
10/21/24	2207	P&A ADMINISTRATIVE SERVICES, INC	10.20.2024	\$270.20	P&A Flexible Spending 10.18.2024 - 10.19.2024
			Check Total	\$270.20	
10/21/24	2208	P&A ADMINISTRATIVE SERVICES, INC	10.19.2024	\$256.35	P&A Flexible Spending 10.17.2024 - 10.18.2024
			Check Total	\$256.35	
10/23/24	2210	EXPRESS TAX - TTL WIRE	10252024	\$145,734.04	Payroll Run 1 - Warrant 241025
			Check Total	\$145,734.04	
10/23/24	2212	OPTUMRX PBM OF ILLINOIS, INC	INV1514058	\$69,429.52	INV1514058 Flagler 10.01.2024 - 10.15.2024
			Check Total	\$69,429.52	
10/23/24	2213	OPTUMRX PBM OF ILLINOIS, INC	INV1514657	\$3,429.00	INV1514657 Flagler 10.01.2024 - 10.15.2024
			Check Total	\$3,429.00	
10/25/24	2215	NATIONWIDE RETIREMENT SOLUTIONS INC	10252024	\$9,992.33	Payroll Run 1 - Warrant 241025
			Check Total	\$9,992.33	
10/25/24	2217	EXPERT PAY - CHILD SUPPORT WIRE	10252024	\$970.28	Payroll Run 1 - Warrant 241025
			Check Total	\$970.28	
10/21/24	211459	A MOREA GROUP LLC	6515	\$617.40	PARKS - BINGS LANDING - SHELL
			Check Total	\$617.40	
10/21/24	211460	ADVANCED CARE SOLUTIONS, INC.	2284379	\$38.77	CCE SCSSM SEPTEMBER 2024 UNDER CONTRACT 2025000027
			Check Total	\$38.77	
10/21/24	211461	AETNA	J1845805	\$3,867.59	October 2024 Active Vision Fees
			Check Total	\$3,867.59	
10/21/24	211462	AETNA	J1845807	\$361.77	October 2024 Retiree Vision Fees
			Check Total	\$361.77	
10/21/24	211463	ANEW COUNSELING, LLC	008 DC	\$150.00	INV#008 DC MENTAL HEALTH SERVICE-SENIORS 09/30/24
			Check Total	\$150.00	
10/21/24	211464	AQUA MARKETING & COMMUNICATIONS, INC.	3605	\$115,054.78	AQUA MARKETING Q4 ADVERTISING
10/21/24	211464	AQUA MARKETING & COMMUNICATIONS, INC.	3606	\$7,500.00	ADVERTISING AND MARKETING
			Check Total	\$122,554.78	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211465	BORLAND-GROOVER CLINIC PA	RO MO12723	\$69.12	IHC - [REDACTED] RO MO12723
			Check Total	\$69.12	
10/21/24	211466	CDW GOVERNMENT LLC	AB1H21G	\$222.20	Xerox Maintenance Sep 2024 Court Innov
			Check Total	\$222.20	
10/21/24	211467	CENTRAL HYDRAULICS INC	30020695	\$339.60	HOSE FABRICATION
			Check Total	\$339.60	
10/21/24	211468	CHURCH ON THE ROCK, PALM COAST	CHURCH RENT 1124	\$3,600.00	CHURCH RENT-CONGREGATE MEALS NOVEMBER 2024
			Check Total	\$3,600.00	
10/21/24	211469	CINTAS CORPORATION	4205225503	\$8.69	Uniform Rentals-AIRPORT
10/21/24	211469	CINTAS CORPORATION	4205945638	\$8.69	Uniform Rentals-AIRPORT
10/21/24	211469	CINTAS CORPORATION	4206659856	\$8.69	Uniform Rentals-AIRPORT
10/21/24	211469	CINTAS CORPORATION	4206660149	\$130.80	Uniform Rentals-PUBLIC WORKS
			Check Total	\$156.87	
10/21/24	211470	CITY OF BUNNELL	01-0250-01 0924	\$1,023.09	COURTHOUSE BLDG#1 - 1769 E MOODY - 7/31/24- 8/31/24
10/21/24	211470	CITY OF BUNNELL	01-0260-01 0924	\$1,277.29	GSB BLDG#2 - 1769 E MOODY - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	01-0280-01 0924	\$258.97	HEALTH CLINIC BLDG#4 -1769 E MOODY-7/31/24- 8/31/24
10/21/24	211470	CITY OF BUNNELL	01-0290-01 0924	\$723.13	GS BLDG#5 - 1769 E MOODY - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	01-0300-01 0924	\$5,710.36	ENERGY PLANT #6A - 1769 E MOODY - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	01-0331-00 0924	\$420.65	FCSO SHERIFF BLDG - 610 JUSTICE - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	01-3930-04 0824	\$244.40	4601 E MOODY BLVD F1 7.31.24-8.31.24
10/21/24	211470	CITY OF BUNNELL	01-5250-02 0924	\$283.65	LAND MGNT - 1790 OLD MOODY - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	02-1950-01 0924	\$418.50	HOLDEN HOUSE - 206 E MOODY - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	03-3500-01 0924	\$239.13	CATTLEMANS HALL - 160 SAWGRASS - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	03-3540-01 0924	\$298.74	ARENA RESTROOMS - 160 SAWGRASS - 7/31/24- 8/31/24
10/21/24	211470	CITY OF BUNNELL	03-3560-01 0924	\$279.13	FAIRGROUNDS RESTROOM-160 SAWGRASS-7/31/24- 8/31/24
10/21/24	211470	CITY OF BUNNELL	03-3571-00 0924	\$299.39	FCRA BALL FIELDS - 650 CR 13 - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	04-1090-01 0924	\$285.15	CARVER GYM - 201 E DRAIN - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	04-1180-01 0924	\$239.29	CARVER RESTROOMS - 201 E DRAIN - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	04-2400-02 0924	\$413.49	SMA HEALTHCARE - 103 E MOODY - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	04-2410-01 0924	\$250.75	SALLY'S SAFE HAVEN - 106 E MOODY - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	05-0030-01 0924	\$17,768.17	FCSO INMATE FAC - 1001 JUSTICE - 7/31/24-8/31/24

**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
10/21/24	211470	CITY OF BUNNELL	05-0040-01 0924	\$580.29	FCSO JAIL ADMIN - 1001 JUSTICE - 7/31/24-8/31/24
10/21/24	211470	CITY OF BUNNELL	05-0052-00 0924	\$262.93	FCSO SHERIFF BLDG - 610 JUSTICE - 7/31/24-8/31/24
			Check Total	\$31,276.50	
10/21/24	211471	CITY OF BUNNELL	01-0310-01 0924	\$87.30	ENERGY PLANT #6B - 1769 E MOODY - 7/31/24-8/31/24
10/21/24	211471	CITY OF BUNNELL	03-3550-01 0924	\$87.30	LIFT STATION - 160 SAWGRASS - 7/31/24-8/31/24
10/21/24	211471	CITY OF BUNNELL	03-3572-00 0924	\$90.37	LUMBER BARN - 650 CR 13 - 7/31/24-8/31/24
10/21/24	211471	CITY OF BUNNELL	RO U003844	\$159.03	CITY OF BUNNELL LOCKETT RO U003844
			Check Total	\$424.00	
10/21/24	211472	CITY OF PALM COAST	21247417	\$6,408.00	170 AVIATION DR 05.15.424-6.13.24
10/21/24	211472	CITY OF PALM COAST	21404001	\$6,557.77	170 AVIATION DR 08.12.24-09.11.24
10/21/24	211472	CITY OF PALM COAST	21404297	\$1,752.91	2500 NW PALM COAST PKWY 8.9.24-9.10.24
10/21/24	211472	CITY OF PALM COAST	21436998	\$305.14	ADMIN/ADC WATER SRVC 8.26.24-9.24.24 3678-15489
10/21/24	211472	CITY OF PALM COAST	RO U003845	\$300.00	PCW ASSIST MILLS (BEALE) BILL#21377497
10/21/24	211472	CITY OF PALM COAST	RO U003849	\$215.57	PCW ASSIST MARTINEZ (MENDOZA) BILL#21393841
			Check Total	\$15,539.39	
10/21/24	211473	COASTAL EAR, NOSE, & THROAT, PA	RO MO12662	\$278.54	IHC [REDACTED] RO MO12662
			Check Total	\$278.54	
10/21/24	211474	CONFIDENT CARE OF FLORIDA CORP	22960	\$1,008.00	OA3E RESP SEPTEMBER 2024
10/21/24	211474	CONFIDENT CARE OF FLORIDA CORP	22966	\$84.00	OA3E RESP SEPTEMBER 2024
10/21/24	211474	CONFIDENT CARE OF FLORIDA CORP	22967	\$63.00	ADI RESP SEPTEMBER 2024
10/21/24	211474	CONFIDENT CARE OF FLORIDA CORP	CCE HMK PECA 0924 AD	\$252.00	CCE HMK PECA SEPTEMBER 2024
			Check Total	\$1,407.00	
10/21/24	211475	CONSOR ENGINEERS, LLC	C230880FL.00-11	\$65,238.12	CONSTRUCTION OF COMMERCE PARKWAY - CEI
			Check Total	\$65,238.12	
10/21/24	211476	COUNTY OF ST JOHNS BRD OF CTY COMM	FY24 QTR4	\$157,702.49	MEDICAL EXAMINER SERVICES - QTR 4
			Check Total	\$157,702.49	
10/21/24	211477	CRAWFORD, MURPHY & TILLY, INC.	239001	\$63,686.10	CR 302/CANAL AVE DESIGN
			Check Total	\$63,686.10	
10/21/24	211478	CROWDRIFF INC.	INV10959	\$19,527.01	PLATFORM LICENSE FY25
			Check Total	\$19,527.01	
10/21/24	211479	DS SERVICES OF AMERICA, INC.	8465615 1000124	\$1,735.90	WATER DELIVERY AND WATER COOLER - SEPT 2024
			Check Total	\$1,735.90	
10/21/24	211480	CSI GEO INC	5118-37901-03	\$20,710.41	Old Haw Creek Rd Paving - CEI
			Check Total	\$20,710.41	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211481	DEX IMAGING LLC	AR12026529	\$1,418.19	Copier Maintenance 8.22.24 - 9.21.24
			Check Total	\$1,418.19	
10/21/24	211482	DJDESIGN SERVICES INC	03-3961	\$41,520.00	DESIGN OF SMA FLAGLER CENTRAL RECEIVING FACILITY
			Check Total	\$41,520.00	
10/21/24	211483	DUNES COMM DEV DISTRICT	002-0007-02 0924	\$176.52	OLD SALT PARK - 200 16TH RD - 8/7/24-9/6/24
10/21/24	211483	DUNES COMM DEV DISTRICT	002-0039-00 0924	\$177.12	JUNGLE HUT PARK - 125 JUNGLE HUT - 8/7/24-9/6/24
			Check Total	\$353.64	
10/21/24	211484	EMPIRE COMPUTING & CONSULTING, INC.	14069	\$60.00	EQUIPMENT MAINTENANCE FOR ROUTERS
			Check Total	\$60.00	
10/21/24	211485	EPIC COMMUNITY SERVICES	09-2024	\$7,660.20	ADULT DRUG TREATMENT SEPT 1, 2024-SEPT 30, 2024
			Check Total	\$7,660.20	
10/21/24	211486	FAMILY LIFE CENTER	SAVE 0924	\$2,292.00	PROVIDE SEXUAL ASSAULT SERVICES SEPTEMBER 2024
			Check Total	\$2,292.00	
10/21/24	211487	FL ASSOCIATION OF DESTINATION MARKETING ORG	10142024	\$4,863.00	DEST FLORIDA ANNUAL MEMBERSHIP FY25
			Check Total	\$4,863.00	
10/21/24	211488	FL DEPT AGRICULTURE & CONSUMER SERVICES	F71012	\$17,963.75	24-25 FIRE CONTROL ASSESSMENTS
			Check Total	\$17,963.75	
10/21/24	211489	FLAGLER BROADCASTING, LLC	10142024	\$10,000.00	CREEKSIDE FESTIVAL SPONSOR
			Check Total	\$10,000.00	
10/21/24	211490	FLAGLER CO CLERK OF CIRCUIT COURT &	101824	\$16.00	Payroll Run 1 - Warrant 241018
			Check Total	\$16.00	
10/21/24	211491	FLAGLER CO PROPERTY APPRAISER	FY24 MAINT OF SA	\$20,363.00	MAINTENANCE OF SPECIAL ASSESSMENTS FY24
			Check Total	\$20,363.00	
10/21/24	211492	FLAGLER CO SHERIFF OFFICE	BUDGET 1124	\$3,812,404.58	FCSO BUDGET DUE 1124
			Check Total	\$3,812,404.58	
10/21/24	211493	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	101824	\$19,106.08	Payroll Run 1 - Warrant 241018
			Check Total	\$19,106.08	
10/21/24	211494	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	8085	\$4,291.66	ANNUAL BUILDING LEASE FY25 Oct 24
			Check Total	\$4,291.66	

**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
10/21/24	211495	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	POSTAGE 0924	\$350.82	POSTAGE SEPTEMBER 2024
			Check Total	\$350.82	
10/21/24	211496	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	1018.24	\$2,275.47	Payroll Run 1 - Warrant 241018
			Check Total	\$2,275.47	
10/21/24	211497	FLAGLER COUNTY FREE CLINIC, INC.	QTR 4 23/24	\$15,000.00	FLAGLER COUNTY FREE CLINIC 4TH QTR JULY-SEPTEMBER
			Check Total	\$15,000.00	
10/21/24	211498	FLORIDA COMBINED LIFE	October 2024	\$2,365.50	October 2024 Admin Fees
			Check Total	\$2,365.50	
10/21/24	211499	FLORIDA DRUG TESTING INC.	PT SUPPLIER 0924	\$633.25	5 BX OF 6 PANELS/3 BX OF 12 PANELS
			Check Total	\$633.25	
10/21/24	211500	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE BP 08.28.24	\$73.05	INMATE DENTAL BP 8.28.24
10/21/24	211500	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE BS 08.27.24	\$129.23	INMATE DENTAL BS 8.27.24
10/21/24	211500	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE CM 08.30.24	\$78.66	INMATE DM 8.30.24
10/21/24	211500	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE JL 09.10.24	\$129.22	INMATE DENTAL JL 9.10.24
10/21/24	211500	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE RS 09.04.24	\$174.17	INMATE DENTAL RS 9.4.24
			Check Total	\$584.33	
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	01956-16289 0924	\$1,943.65	FCSO JAIL ADMIN - 1001 JUSTICE - 8/30/24-9/30/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	03986-62445 0924	\$8,028.07	FCSO - 2101 COMMERCE - 9/5/24-10/3/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	06874-05688 0924	\$314.78	HAMMOCK CC - 79 MALACOMPRA - 8/23/24-9/24/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	11396-20247 0924	\$1,340.51	GS BLDG#5 & 11 - 1769 E MOODY - 9/6/24-10/4/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	14382-81592 1024	\$273.20	120 AIRPORT ROAD 9.5.24-10.3.24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	28533-73419 0924	\$321.14	FCSO SHERIFF BLDG - 610 JUSTICE - 8/30/24-9/30/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	39883-32017 0924	\$16,700.73	COURTHOUSE BLDG#1 - 1769 E MOODY - 9/6/24-10/4/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	40122-87340 0924	\$3,640.28	FCSO INMATE FAC - 1002 JUSTICE - 8/30/24-9/30/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	44446-01472 1024	\$404.04	HHS ADMIN,1000 BELLE TERRE BLVD 09.11.24-10.10.24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	49149-80497 0924	\$18,927.62	ENERGY PLANT BLDG#6 - 1769 E MOODY -9/6/24-10/4/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	53990-63535 1024	\$438.18	2355 Matanzas Woods Tower

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10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	57450-95140 0924	\$300.96	GS SHOP BLDG#9 - 1769 E MOODY - 9/6/24-10/4/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	59234-52527 0924	\$566.33	BUNNELL PB BLDG#14 - 1769 E MOODY - 9/6/24-10/4/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	62068-57051 0924	\$426.17	PPP LODGE - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	64795-59269 0924	\$361.81	SMA HEALTHCARE - 106 E MOODY - 9/6/24-10/4/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	72877-30472 1024	\$408.02	HHS ADC,1000 BELLE TERRE BLVD 09.11.24-10.10.24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	86323-22320 0924	\$5,423.64	2500 PALM COAST PKWY NW #LIBRARY 8.16.24-9.17.24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	89694-78208 0924	\$13,803.08	GSB BLDG#2 - 1769 E MOODY - 9/6/24-10/4/24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	91498-48013 1024	\$5,723.36	1769 E MOODY BLVD #3 EOC 9.6.24-10.4.24
10/21/24	211501	FLORIDA POWER & LIGHT COMPANY	96326-02984 0924	\$989.54	ST-LGT #DY N SRVC DIST 9.4.24 - 10.2.24
			Check Total	\$80,335.11	
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	07015-28267 0924	\$165.79	SALLY'S SAFE HAVEN - 106 E MOODY - 9/6/24-10/4/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	07090-14427 0924	\$175.11	LANDFILL - 1700 OLD KINGS - 9/3/24-10/1/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	13664-19370 0924	\$97.92	PPP RESTROOM/BARN - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	21842-01701 0924	\$107.09	PELLICER CC - 1380 CR 2007 - 08/22/24-9/23/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	28609-72260 0924	\$189.35	HEALTH CLINIC BLDG#4 - 1769 E MOODY-9/6/24-10/4/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	32820-32121 0924	\$223.01	LEGACY HOUSE - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	34837-91483 0924	\$181.08	BC CAMP BATHHOUSE-3861 W CR 2006-8/22/24-9/23/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	36563-15029 0924	\$135.93	HIDDEN TRLS WELL - 6108 MAHOGANY - 8/27/24-9/25/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	36742-68275 0924	\$215.51	FB ST LT - 1000 MOODY - 9/3/24-10/1/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	41361-43007 0924	\$131.05	4601 E MOODY BLVD STE F1 9.5.24-10.3.24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	44770-07886 0924	\$111.50	HOLDEN HOUSE - 204 E MOODY - 9/6/24-10/4/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	65088-63427 0924	\$117.30	COURTHOUSE OL - 1769 E MOODY - 9/6/24-10/4/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	80548-26360 0924	\$206.10	PPP ISLAND HOUSE - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	81090-05747 0924	\$207.15	HAW CREEK CC - 9257 CR 304 - 8/22/24-9/23/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	85871-67134 0924	\$152.96	LAND MGMT - 1790 OLD MOODY - 9/6/24-10/4/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	88758-76271 1024	\$245.22	1769 E MOODY BLVD #8 9.6.24-10.4.24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	92357-52210 0924	\$97.83	HIDDEN TRLS #OL - 6108 MAHOGANY - 8/27/24-9/25/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	94499-89574 0924	\$176.86	PPP COTTAGE#2&3 - 2610 PP RD - 8/22/24-9/23/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	96118-17231 0924	\$136.03	PPP CARETAKER - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211502	FLORIDA POWER & LIGHT COMPANY	98467-02190 0924	\$137.01	R2S CARETAKER - 9805 NOSB - 8/29/24-9/27/24
			Check Total	\$3,209.80	
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	03187-55246 0924	\$96.13	RUSSELL LANDING - 1705 CR 2007 - 8/22/24-9/23/24

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	06375-06288 0924	\$44.73	BC CAMP ST LIGHT- 3861 W CR 2006 - 8/22/24-9/23/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	07470-13431 0824	\$72.86	2500 PALM COAST PKWY SW #PUMP 8.16.24-9.17.24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	12767-86025 0924	\$88.25	HIDDEN TRLS CC - 6108 MAHOGANY - 8/27/24-9/25/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	16049-79573 0924	\$70.95	PPP COTTAGE#1 - 2604 PP RD - 8/22/24-9/23/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	17482-31378 0924	\$75.85	PPP ISLAND HOUSE - 1852 PP RD - 8/22/24-9/23/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	24796-09303 0924	\$86.43	VETERANS SERVICES - 206 E MOODY - 9/6/24-10/4/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	27952-43464 0924	\$33.44	SHELL BLUFF - 14331 W HWY 100 - 9/4/24-10/2/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	31858-72193 0924	\$94.44	BC SW CAMP - 3861 W CR 2006 - 8/22/24-9/23/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	32515-00892 0924	\$30.49	FLAGLER RAMS - 1100 S OLD KINGS - 9/3/24-10/1/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	32555-09899 0924	\$30.73	FLAGLER RAMS - 1100 S OLD KINGS - 9/3/24-10/1/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	35222-51366 0924	\$30.78	BAY DR PARK - 30 BAY DR - 9/3/24-10/1/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	45498-00391 0924	\$47.22	PPP EQUEST CAMP - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	56205-24370 0924	\$29.50	VARN PARK - 3665 NOSB - 8/23/24-9/24/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	64470-84044 0924	\$28.57	RUSSELL/HAWCREEK CAMP-1669 CR 2007-8/22/24-9/23/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	75684-02643 0924	\$31.03	JUNGLE HUT PARK - 125 JUNGLE HUT - 8/29/24-9/27/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	77979-32220 0924	\$46.08	RUSSELL LANDING PAV-2007 CR 2007-8/22/24-9/23/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	84465-89445 0924	\$82.86	BC SE CAMP - 3861 W CR 2006 - 8/22/24-9/23/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	86933-00611 0924	\$85.83	BINGS LANDING RESTROOM-5862 NOSB - 8/23/24-9/24/24
10/21/24	211503	FLORIDA POWER & LIGHT COMPANY	97465-21526 0924	\$74.26	PED BRIDGE SIGNAL - 5837 E HWY 100-9/5/24-10/3/24
			Check Total	\$1,180.43	
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	03937-28589 0924	\$27.08	PPP 2ND GATE - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	10849-66405 0924	\$19.21	SMA HEALTHCARE OL - 106 E MOODY - 9/6/24-10/4/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	16064-05635 0924	\$27.61	MALACOMPRA PARK - 115 MALACOMPRA - 8/23/24-9/24/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	21728-50535 0924	\$25.77	A1A TENNIS CT - 5633 NOSB - 8/29/24-9/27/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	21962-09718 0924	\$26.64	PELLICER ARENA - 1380 CR 2007 - 8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	26363-71375 0924	\$25.74	LANDFILL WELL - 1700 S OLD KINGS - 9/3/24-10/1/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	30447-09560 0924	\$25.66	BULLOW HOUSE - 3333 OLD KINGS - 9/3/24-10/1/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	31708-98138 0924	\$25.58	CARVER #OL - 203 E DRAIN - 9/6/24-10/4/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	34228-11491 0924	\$27.59	PPP PUMPHOUSE 1 - 2500 PP RD - 8/22/24-9/23/24

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10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	44664-41492 0924	\$28.11	OLD CARETAKER - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	47343-86420 0924	\$25.66	PPP MAIN GATE - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	50759-58024 0924	\$27.31	RED ROOF STORAGE - 245 CR 305 - 8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	55778-80338 0924	\$11.10	PPP OUTSIDE LT - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	74064-79332 0924	\$27.13	OLD SALT PARK - 200 16TH - 8/29/24-9/27/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	75671-85124 0924	\$27.99	IRRIGATION PUMP - 1769 E MOODY - 9/6/24-10/4/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	81643-01106 0924	\$28.09	BC CAMP WATER PUMP-3861 W CR 2006-8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	81713-40493 0924	\$25.66	PPP OPEN FIELD - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	83341-06518 0924	\$22.18	PPP OUTSIDE LT 2 - 2500 PP RD - 8/22/24-9/23/24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	84309-36099 0924	\$24.04	2500 PALM COAST PKWY #LIBRARY-OL 8.16.24-9.17.24
10/21/24	211504	FLORIDA POWER & LIGHT COMPANY	91194-99433 0924	\$27.49	BINGS LANDING PAV - 5862 NOSB - 8/23/24-9/24/24
			Check Total	\$505.64	
10/21/24	211505	FLORIDA POWER & LIGHT COMPANY-ASSIS	08370-48537	\$84.76	EHEAP- FPL ASSIST CLARK OCTOBER 2025
10/21/24	211505	FLORIDA POWER & LIGHT COMPANY-ASSIS	43445-19014	\$341.10	EHEAP- FPL ASSIST SHINDLE OCTOBER 2024
10/21/24	211505	FLORIDA POWER & LIGHT COMPANY-ASSIS	47223-27402	\$145.62	EHEAP- FPL ASSIST KLEIN OCTOBER 2024
10/21/24	211505	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003846	\$183.15	FPL ASSIST RODRIGUEZ RO U003846
10/21/24	211505	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003847	\$183.17	FPL ASSIST MAUPIN RO U003847
10/21/24	211505	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003848	\$197.77	FPL ASSIST MENDOZA (MARTINEZ) RO U003848
10/21/24	211505	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003850	\$261.42	FPL ASSIST WHALEN RO U003850
10/21/24	211505	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003851	\$80.42	FPL ASSIST HECK RO U003851
			Check Total	\$1,477.41	
10/21/24	211506	FORNELL ENTERPRISES INC.	1022351	\$231.00	OIL FOR RESALE
			Check Total	\$231.00	
10/21/24	211507	FRIENDS ASSISTING SENIORS &FAMILIES	788324	\$42.00	OA3B HMK SEPTEMBE 2024
10/21/24	211507	FRIENDS ASSISTING SENIORS &FAMILIES	ADI RESP 0924	\$236.25	ADI RESP SEPTEMBE 2024
10/21/24	211507	FRIENDS ASSISTING SENIORS &FAMILIES	CCE HMK PECA 0924	\$1,344.00	CSI CCE HMK PECA SEPTEMBER 2024

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211507	FRIENDS ASSISTING SENIORS &FAMILIES	OA3E RESP 0924	\$756.00	CSI OA3E RESP SEPTEMBE 2024
10/21/24	211507	FRIENDS ASSISTING SENIORS &FAMILIES	RP3B HMK 0924	\$945.00	CSI RP3B HMK SEPTEMBER 2024
			Check Total	\$3,323.25	
10/21/24	211508	GEOSYNTEC CONSULTANTS, INC.	129585974	\$5,170.00	PROF SVCS FOR STORMWATER MASTER RSQ 19-038Q
			Check Total	\$5,170.00	
10/21/24	211509	GRANICUS LLC	191790	\$1,600.00	Milestone 3 & 4 OpenCities Content Migration
10/21/24	211509	GRANICUS LLC	191921	\$1,500.00	Milestone 2 of 3 Intranet
			Check Total	\$3,100.00	
10/21/24	211510	HALIFAX PATHOLOGY ASSOCIATES PA	RO MO12729	\$64.90	IHC [REDACTED] RO MO12729
			Check Total	\$64.90	
10/21/24	211511	HALIFAX PAVING INC	PAY APP 03	\$566,399.97	OLD HAW CREEK FROM 304 TO SR 11
10/21/24	211511	HALIFAX PAVING INC	PAY APP 09	\$411,920.00	Construction of CR 90
			Check Total	\$978,319.97	
10/21/24	211512	HANSON PROFESSIONAL SERVICES, INC.	ARIV1009391	\$263.15	OLD HAW CREEK RD PAVING - POST DESIGN
			Check Total	\$263.15	
10/21/24	211513	HEALTHCARE SOLUTIONS SERVICES LLC	1437	\$12,027.75	HEALTHCARE SOLUTIONS ADI RESP INV#1437 SEPT 2024
10/21/24	211513	HEALTHCARE SOLUTIONS SERVICES LLC	1438	\$3,402.00	HEALTHCARE SOLUTIONS OA3E RESP INV#1438 SEPT 2024
10/21/24	211513	HEALTHCARE SOLUTIONS SERVICES LLC	1439-01	\$2,100.00	HEALTHCARE SOLUTIONS OA3B/RP3B INV#1439-1 SEPT2024
10/21/24	211513	HEALTHCARE SOLUTIONS SERVICES LLC	1440	\$5,790.75	HEALTHCARE SOLUTIONS CCE HMK PECA RESP SEPT 2024
			Check Total	\$23,320.50	
10/21/24	211514	HOYLE, TANNER & ASSOCIATES, INC	0071535	\$14,209.60	AIRCRAFT PARKING APRON EXPANSION
10/21/24	211514	HOYLE, TANNER & ASSOCIATES, INC	0071944	\$23,314.40	AIRCRAFT PARKING APRON EXPANSION
10/21/24	211514	HOYLE, TANNER & ASSOCIATES, INC	0072053	\$4,200.00	AIRCRAFT PARKING APRON EXPANSION
			Check Total	\$41,724.00	
10/21/24	211515	INTERIM HHA	1146	\$63.00	HHS INTERIM OA3E RESP SEPTEMBER 2024
10/21/24	211515	INTERIM HHA	1147	\$42.00	HHS INTERIM CCE PECA SEPTEMBER 2024
10/21/24	211515	INTERIM HHA	CCE PECA 0924	\$446.25	HHS INTERIM CCE PECA SEPTEMBER 2024
10/21/24	211515	INTERIM HHA	OA3E RESP 0924	\$1,491.00	HHS INTERIM OA3E RESP SEPTEMBER 2024
			Check Total	\$2,042.25	
10/21/24	211516	JONATHAN LORD	TRAVEL 9.24.24	\$15.00	HURRICANE HELENE:DIXIE COUNTY DEPLOY 9.24-10.3.24
			Check Total	\$15.00	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211517	JUMP FOR JOY BOUNCERS AND SLIDE RENTALS. LLC	42528	\$1,486.00	EMPLOYEE PICNIC - GAMES
			Check Total	\$1,486.00	
10/21/24	211518	KIMLEY-HORN AND ASSOCIATES, INC.	29512812	\$1,420.00	PAVING WALNUT AVE DESIGN
			Check Total	\$1,420.00	
10/21/24	211519	KING, HERSCHEL	TR 12.18.23	\$363.00	10927 ENC1102
			Check Total	\$363.00	
10/21/24	211520	RELX INC.	3095357167	\$756.00	NATIONAL PRIMARY ENHANCED ACCESS AGRMT 9.1-9.30.24
			Check Total	\$756.00	
10/21/24	211521	LIFTOFF LLC	7542Add5A	\$293.36	Microsoft O-365 Add'l Licensing 2 - months
10/21/24	211521	LIFTOFF LLC	7542Add5B	\$1,789.80	Microsoft O-365 Add'l Licensing
			Check Total	\$2,083.16	
10/21/24	211522	LOVIE HALEY	TRAVEL 9.27.24	\$15.00	HURRICANE HELENE: DIXIE CNTY 9.27.24-10.2.24
			Check Total	\$15.00	
10/21/24	211523	MADRID ENGINEERING GROUP, INC	24093001	\$1,528.75	DESIGN SERVICES FOR CR 90 ROADWAY PO 29147
			Check Total	\$1,528.75	
10/21/24	211524	PIERRE-JEAN, MELODY	18	\$120.00	Inv #18 SS Dietitian Services
			Check Total	\$120.00	
10/21/24	211525	MICHAEL HOFER STUCCO & PLASTERING	1	\$9,467.00	STUCCO WORK - STATION 41 UPGRADES
			Check Total	\$9,467.00	
10/21/24	211526	MICHELLE HILL	1492	\$520.00	EMPLOYEE PICNIC - PHOTOGRAPHY & FACEPAINTING
			Check Total	\$520.00	
10/21/24	211527	MIDWEST TAPE, LLC	505984569	\$2,380.57	RENEW HOOPLA DIGITAL MATERIALS -AUG 2024
			Check Total	\$2,380.57	
10/21/24	211528	MOTOROLA SOLUTIONS, INC.	8281955696	\$426.90	10 - 7258200053 / HKN6188B Cables
			Check Total	\$426.90	
10/21/24	211529	MOTOROLA SOLUTIONS, INC.	8230485132	\$839,435.00	PSCN SUA II Maintenance Yr 3 of 6
			Check Total	\$839,435.00	
10/21/24	211530	NABORS, GIBLIN & NICKERSON PA	220 24094 51074 GTS	\$3,470.33	PROF SERVICES - SEPTEMBER 2024
			Check Total	\$3,470.33	
10/21/24	211531	GOVERNMENTJOBS.COM, INC.	INV-43885	\$15,081.38	ANNUAL NEOGOV FEES - 10.09.2024 - 10.08.2025
			Check Total	\$15,081.38	
10/21/24	211532	OPEN DOOR RE-ENTRY AND RECOVERY MINISTRY, INC	OTR 4 23/24	\$2,250.00	Recovery Program 4TH OTR JULY- SEPTEMBER 2024

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$2,250.00	
10/21/24	211533	P & S PAVING INC	PAY APP 6	\$966,673.04	COMMERCE PARKWAY - CONSTRUCTION
			Check Total	\$966,673.04	
10/21/24	211534	P&A ADMINISTRATIVE SERVICES, INC	F79415012528	\$1,456.40	October 2024 Flex Admin Fees
			Check Total	\$1,456.40	
10/21/24	211535	ALS PALM COAST LLC	1317	\$458.00	09.2024 - PPP COTTAGES & LEGACY HOUSE - LAUNDRY
			Check Total	\$458.00	
10/21/24	211536	PALM COAST OBSERVER LLC	24-00398F	\$75.00	LEGAL AD NOTICE TO PROPERTY OWNERS AND TAXPAYERS
10/21/24	211536	PALM COAST OBSERVER LLC	24-00407F	\$75.00	Public Camping Legal Notice
			Check Total	\$150.00	
10/21/24	211537	PAR-TEE ANYWHERE	1112 Final Pmt	\$750.00	EMPLOYEE PICNIC - MOBILE GOLF FINAL PMT
			Check Total	\$750.00	
10/21/24	211538	PHYSICIANS AMBULATORY SURGERY CENTR	RO MO 12686	\$888.85	IHC [REDACTED] RO MO12686
			Check Total	\$888.85	
10/21/24	211539	PREFERRED GOVERNMENTAL INS TRUST	67089	\$575,320.00	AGMT# WC FL1 0181018 24-12
			Check Total	\$575,320.00	
10/21/24	211540	PRIDE ENTERPRISES	1340697	\$19,475.03	REPLACEMENT FURNITURE FOR FIRE STATIONS
			Check Total	\$19,475.03	
10/21/24	211541	PRIME HEALTH SERVICES, INC	104488	\$5,029.74	INMATE MEDICAL JS 8.17.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	104504	\$24,122.43	INMATE MEDICAL RM 12.8.23-12.14.23
10/21/24	211541	PRIME HEALTH SERVICES, INC	104507	\$8,411.92	INMATE MEDICAL JS 4.13.22-4.17.22
10/21/24	211541	PRIME HEALTH SERVICES, INC	104523	\$4,711.71	INMATE MEDICAL CJ 10.1.23
10/21/24	211541	PRIME HEALTH SERVICES, INC	104525	\$7,210.44	INMATE MEDICAL RU 9.8.24-9.14.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	104673	\$4,541.86	INMATE MEDICAL AG 9.15.23-9.21.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	104674	\$34,514.51	INMATE MEDICAL SS 10.5.22 - 10.9.22
10/21/24	211541	PRIME HEALTH SERVICES, INC	104683	\$25,778.68	INMATE MEDICAL PT 9.15.24-9.21.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	104685	\$7,855.23	INMATE MEDICAL CH 1.23.24,4.25.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	104783	\$9,329.05	INMATE MEDICAL JS 7.27.22-7.30.22
10/21/24	211541	PRIME HEALTH SERVICES, INC	104785	\$7,809.19	INMATE MEDICAL RS 5.2.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	104997	\$16,967.74	INMATE MEDICAL SB 7.4.24-7.8.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	104998	\$10,293.26	INMATE MEDICAL PC 8.13.24-8.16.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	105004	\$4,980.07	INMATE MEDICAL GP 6.23.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	105007	\$4,572.40	INMATE MEDICAL ED 4.13.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	105009	\$4,989.91	INMATE MEDICAL SJ 6.14.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	105011	\$5,337.88	INMATE MEDICAL LM 4.14.24

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

**Invoices Processed for period 10/19/24 to 10/25/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211541	PRIME HEALTH SERVICES, INC	105014	\$7,665.23	INMATE MEDICAL HW 5.14.23-5.15.23
10/21/24	211541	PRIME HEALTH SERVICES, INC	105018	\$17,213.73	INMATE MEDICAL AR 7.24.24-7.25.24
10/21/24	211541	PRIME HEALTH SERVICES, INC	105020	\$7,827.59	INMATE MEDICAL AM 12.28.23
			Check Total	\$219,162.57	
10/21/24	211542	PRIME HEALTH SERVICES, INC	104486	\$2,515.52	INMATE MEDICAL GM 9.8.24-9.14.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104490	\$2,806.52	INMATE MEDICAL AG 9.8.24-9.14.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104491	\$3,133.78	INMATE MEDICAL GS 1.8.24-1.10.24, 4.8.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104506	\$2,125.46	INMATE MEDICAL WP 11.13.22-11.15.22
10/21/24	211542	PRIME HEALTH SERVICES, INC	104512	\$3,592.84	INMATE MEDICAL JJ 5.24.24 - 5.28.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104515	\$2,322.70	INMATE MEDICAL EG 5.20.241-5.23.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104517	\$2,557.09	INMATE MEDICAL JS 1.18.24-1.21.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104519	\$2,557.09	INMATE MEDICAL ES 2.1.24-2.4.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104521	\$3,616.72	INMATE MEDICAL AR 4.5.24-4.8.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104784	\$4,494.65	INMATE MEDICAL JR 6.6.22
10/21/24	211542	PRIME HEALTH SERVICES, INC	104786	\$3,520.25	INMATE MEDICAL CS 7.12.24-7.13.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	104787	\$3,136.16	INMATE MEDICAL GM 10.2.23
10/21/24	211542	PRIME HEALTH SERVICES, INC	104999	\$3,312.39	INMATE MEDICAL BS 10.28.22
10/21/24	211542	PRIME HEALTH SERVICES, INC	105003	\$4,010.98	INMATE MEDICAL AV 6.13.24-6.14.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	105005	\$4,520.30	INMATE MEDICAL RM 1.10.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	105006	\$4,072.79	INMATE MEDICAL BC 12.31.23
10/21/24	211542	PRIME HEALTH SERVICES, INC	105008	\$2,966.62	INMATE MEDIAL AM 1.1.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	105010	\$4,095.24	INMATE MEDICAL JT 8.18.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	105016	\$2,847.32	INMATE MEDICAL AW 1.12.24
10/21/24	211542	PRIME HEALTH SERVICES, INC	105017	\$4,450.82	INMATE MEDICAL WD 8.28.24-9.3.24
			Check Total	\$66,655.24	
10/21/24	211543	PRIME HEALTH SERVICES, INC	100040	\$308.43	INMATE MEDICAL MC 10.17.23
10/21/24	211543	PRIME HEALTH SERVICES, INC	102888	\$256.85	INMATE MEDICAL RG 2.2.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104487	\$651.88	INMATE MEDICAL JL 12.27.23
10/21/24	211543	PRIME HEALTH SERVICES, INC	104492	\$394.12	INMATE MEDICAL EH 8.4.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104493	\$623.60	INMATE MEDICAL RS 9.8.24-9.14.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104497	\$1,108.28	INMATE MEDICAL WP 7.4.22
10/21/24	211543	PRIME HEALTH SERVICES, INC	104500	\$623.57	INMATE MEDICAL TW 9.8.24-9.14.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104502	\$442.25	INMATE MEDICAL TW 9.8.24-9.14.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104505	\$394.12	INMATE MEDICAL WP 8.9.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104514	\$603.70	INMATE MEDICAL JT 9.8.24-9.14.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104516	\$651.88	INMATE MEDICAL TW 9.8.24-9.14.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104520	\$442.25	INMATE MEDICAL TW 9.8.24-9.14.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	104527	\$394.12	INMATE MEDICAL AW 9.8.24-9.14.24

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**Invoices Processed for period 10/19/24 to 10/25/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211543	PRIME HEALTH SERVICES, INC	105000	\$623.60	INMATE MEDICAL RS 8.27.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	105001	\$765.44	INMATE MEDICAL MM 9.4.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	105002	\$296.43	INMATE MEDICAL RB 4.25.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	105012	\$394.12	INMATE MEDICAL CG 8.2.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	105013	\$915.31	INMATE MEDICAL RB 2.21.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	105015	\$1,670.82	INMATE MEDICAL TR 9.14.24-9.17.24
10/21/24	211543	PRIME HEALTH SERVICES, INC	105019	\$635.07	INMATE MEDICAL RU 4.25.24
			Check Total	\$12,195.84	
10/21/24	211544	PRIME HEALTH SERVICES, INC	104498	\$56.61	INMATE MEDICAL ES 2.4.24
10/21/24	211544	PRIME HEALTH SERVICES, INC	104670	\$224.90	INMATE MEDICAL RK 10.2.23
10/21/24	211544	PRIME HEALTH SERVICES, INC	104686	\$83.39	INMATE MEDICAL JS 3.11.24
			Check Total	\$364.90	
10/21/24	211545	RECEIVABLES MANAGEMENT PARTNERS, LLC	2916941-G6D3	\$300.00	POST-OFFER SCREENING FOR FIRE RESCUE
			Check Total	\$300.00	
10/21/24	211546	AGUIRRE, ALEXANDRA	10832 - AGUIRRE	\$30.00	10832 - PPP - CAMPING - CANCELLATION
			Check Total	\$30.00	
10/21/24	211547	ALLIANCE FINANCIAL PARTNERS	10627-ALLIANCE FINAN	\$100.00	10627 - HERSCHEL KING PARK
			Check Total	\$100.00	
10/21/24	211548	BESSINGER, ROBERT	10690 - BESSINGER	\$40.00	10690 - PPP - CAMPING - CANCELLATION
			Check Total	\$40.00	
10/21/24	211549	CABRERA, CARMEN	10640 - CABRERA	\$100.00	10640 - BAY DRIVE PARK - PAVILION
			Check Total	\$100.00	
10/21/24	211550	CAMPOS, CHEILLA	10980 - CAMPOS	\$50.00	10980 - BC RV - CANCELLATION
			Check Total	\$50.00	
10/21/24	211551	CRONIN, JAMES	10089 - CRONIN	\$40.00	10089 - PPP - CAMPING - CANCELLATION
			Check Total	\$40.00	
10/21/24	211552	CRONK, MARIE	10343 - CRONK	\$100.00	10343 - PELLICER CC
			Check Total	\$100.00	
10/21/24	211553	DEVAULT, JILL	10450 - DEVAULT	\$100.00	10450 - PELLICER CC
			Check Total	\$100.00	
10/21/24	211554	FLAGLER BROADCASTING LLC	8678-1-FLAGLER BROAD	\$250.00	8678-1 - PPP COTTAGE#2&3 - RAIN OUT CREEKSIDE
			Check Total	\$250.00	
10/21/24	211555	FLAGLER BROADCASTING LLC	8678 - FLAGLER BROAD	\$600.00	8678 - PPP - COTTAGE#1, 2 & 3
			Check Total	\$600.00	

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<b>Check Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Net Trans Amt</b>	<b>Description</b>
10/21/24	211556	FLAGLER COUNTY PRO RODEO	9421 - FC PRO RODEO	\$3,400.00	9421 - CIVIC ARENA
			Check Total	\$3,400.00	
10/21/24	211557	GEORGE, MARIAH	10737 - GEORGE	\$100.00	10737 - BAY DRIVE PARK - PAVILION
			Check Total	\$100.00	
10/21/24	211558	HEATHER HUFF	10922 - HUFF	\$275.00	10922 - BC RV - CANCELLATION
			Check Total	\$275.00	
10/21/24	211559	HUNG HILTON	10520-1 - HILTON	\$30.00	10520-1 - PPP - CAMPING - CANCELLATION
			Check Total	\$30.00	
10/21/24	211560	HUNTER, VICKI	10768 - HUNTER	\$25.00	10768 - PPP - CAMPING - CANCELLATION
			Check Total	\$25.00	
10/21/24	211561	JACOBY, AMANDA	9004-1 - JACOBY	\$37.38	9004-1 - PPP - CAMPING - CANCELLATION
			Check Total	\$37.38	
10/21/24	211562	JACOBY, AMANDA	9004-2 - JACOBY	\$2.62	9004-2 - PPP - CAMPING - CANCELLATION
			Check Total	\$2.62	
10/21/24	211563	LANIER, JAMES	10396 - LANIER	\$100.00	10396 - HERSCHEL KING PARK - PAVILION
			Check Total	\$100.00	
10/21/24	211564	LARKIN, MELISSA	10650 - LARKIN	\$100.00	10650 - PPP - OPEN FIELD - CANCELLATION
			Check Total	\$100.00	
10/21/24	211565	LAVERY, JODI	8038-1 - LAVERY	\$56.07	8038-1 - PPP - CAMPING - CANCELLATION
			Check Total	\$56.07	
10/21/24	211566	LAVERY, JODI	8038-2 - LAVERY	\$3.93	8038-2 - PPP - CAMPING - CANCELLATION
			Check Total	\$3.93	
10/21/24	211567	MADALENA, KARLA	10881 - MADALENA	\$100.00	10881 - HAW CREEK CC
			Check Total	\$100.00	
10/21/24	211568	MCKAY, BOBBY	10958 - MCKAY	\$20.00	10958 - PPP - CAMPING - CANCELLATION
			Check Total	\$20.00	
10/21/24	211569	MCKAY, OLIVIA	9461-1 - MCKAY	\$56.07	9461-1 - PPP - CAMPING CANCELLATION
			Check Total	\$56.07	
10/21/24	211570	MCKAY, OLIVIA	9461-2 - MCKAY	\$3.93	9461-2 - PPP - CAMPING CANCELLATION
			Check Total	\$3.93	
10/21/24	211571	MUMPER, WALTER	9425 - MUMPER	\$100.00	9425 - BETTY STEFLIK - PAVILION
			Check Total	\$100.00	
10/21/24	211572	NESS, JOSH	10859 - NESS	\$100.00	10859 - HAW CREEK CC
			Check Total	\$100.00	
10/21/24	211573	OROSZI, GABRIELLA	9248 - OROSZI	\$100.00	9248 - HAMMOCK PARK - PAVILION
			Check Total	\$100.00	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211574	OROSZI, GABRIELLA	9252 - OROSZI	\$100.00	9252 - HAMMOCK CC
			Check Total	\$100.00	
10/21/24	211575	OXENREITER, CAROL	8343-1 - OXENREITER	\$200.00	8343-1 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$200.00	
10/21/24	211576	OXENREITER, CAROL	8343-2 - OXENREITER	\$334.82	8343-2 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$334.82	
10/21/24	211577	OXENREITER, CAROL	8343-3 - OXENREITER	\$40.18	8343-3 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$40.18	
10/21/24	211578	PRYEL, SHARON	10926 - PRYEL	\$20.00	10926 - PPP - CAMPING - CANCELLATION
			Check Total	\$20.00	
10/21/24	211579	PUGLIA, MARGARET	10751 - PUGLIA	\$50.00	10751 - BC RV - CANCELLATION
			Check Total	\$50.00	
10/21/24	211580	REELEY, JOANNA	10619 - REELEY	\$100.00	10619 - HAMMOCK CC
			Check Total	\$100.00	
10/21/24	211581	REUT, VALERIYA	10861 - REUT	\$100.00	10861 - HAW CREEK CC - CANCELLATION
			Check Total	\$100.00	
10/21/24	211582	SALLY HIRST	10422-1 - HIRST	\$30.00	10422-1 - BETTY STEFLIK - PAV - CANCELLATION
			Check Total	\$30.00	
10/21/24	211583	SMITH, GREGORY	10752-1 - SMITH	\$100.00	10752-1 - PPP PAVILION - CANCELLATION
			Check Total	\$100.00	
10/21/24	211584	SMITH, GREGORY	10752-2 - SMITH	\$30.00	10752-2 - PPP PAVILION - CANCELLATION
			Check Total	\$30.00	
10/21/24	211585	SMITH, KIM	10766-1 - SMITH	\$600.00	10766-1-PPP-COTTAGE#1, 2 &3-CANCELLATION
			Check Total	\$600.00	
10/21/24	211586	SMITH, KIM	10766-2 - SMITH	\$750.00	10766-2-PPP-COTTAGE#1, 2 &3-CANCELLATION
			Check Total	\$750.00	
10/21/24	211587	TODDLER TIME	10541 - TODDLER TIME	\$200.00	10541 - WADSWORTH PARK
			Check Total	\$200.00	
10/21/24	211588	WIGHT, WILLIAM	8838 - WIGHT	\$200.00	8838 - PPP - COTTAGE#3
			Check Total	\$200.00	
10/21/24	211589	WIGHT, WILLIAM	9630 - WIGHT	\$200.00	9630 - PPP - COTTAGE#2
			Check Total	\$200.00	
10/21/24	211590	YOUNG, ALLAN	10742 - YOUNG	\$25.00	10742 - PPP - CAMPING - CANCELLATION
			Check Total	\$25.00	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211591	ZAKRZEWSKI, CAMERON	10632 - ZAKRZEWSKI	\$100.00	10632 - BINGS LANDING - N PAVILION
			Check Total	\$100.00	
10/21/24	211592	ROBERT PORTER	TRAVEL 10.3.24	\$330.85	BUILDING CODE ADMINISTRATORS & INSPECTION
			Check Total	\$330.85	
10/21/24	211593	RSINET, LLC	8117	\$180.00	DATA SERVICE FOR PILOTS 07/2024 - 09/2024
			Check Total	\$180.00	
10/21/24	211594	SCHENKEL & SHULTZ, INC.	2022827-8	\$14,350.00	DESIGN OF NEW FIRE STATION 51
			Check Total	\$14,350.00	
10/21/24	211595	SHI INTERNATIONAL CORP.	B18898110	\$2,168.40	MICROSOFT SOFTWARE & SOLUTIONS- STATE ATTNY
			Check Total	\$2,168.40	
10/21/24	211596	SKYBASE COMMUNICATIONS LLC	36946	\$198.00	MONTHLY SATELLITE PHONE SERVICE OCT 2024
			Check Total	\$198.00	
10/21/24	211597	SMA HEALTHCARE, INC.	MULTI RO'S SEPT 2024	\$58.11	IHC - SMA MULT RO [REDACTED]
10/21/24	211597	SMA HEALTHCARE, INC.	SMA QTR 4 23/24	\$43,325.00	SMA HEALTHCARE PROGRAM 4TH QTR JULY-SEPTEMBER 2024
			Check Total	\$43,383.11	
10/21/24	211598	SPECIAL EVENT SERVICES, INC.	24-0688 Final Pmt	\$1,616.62	EMPLOYEE PICNIC - TENT, TABLES CHAIRS FINAL PMT
			Check Total	\$1,616.62	
10/21/24	211599	STATE OF FLORIDA	2D-9220	\$23.72	Daytona Beach Telephone Service Sep 2024
10/21/24	211599	STATE OF FLORIDA	2D92210001-20241015	\$23.72	AH8 - 7185958 DAYTONA BEACH TELEPHONE SERVICE
10/21/24	211599	STATE OF FLORIDA	2D92230001-20241015	\$88.01	AH8 - 7546 DAYTONA BEACH TELEPHONE SERVICE Sep 24
10/21/24	211599	STATE OF FLORIDA	2D92240001-20241015	\$23.72	AH8 - 31715967 DAYTONA BEACH TELEPHONE SVC SEP 24
10/21/24	211599	STATE OF FLORIDA	2D92250001-20241015	\$23.72	AH8 - 18410 DAYTONA BEACH TELEPHONE SERVICE SEP 24
10/21/24	211599	STATE OF FLORIDA	2D92260001-20241015	\$23.72	AH8 - 18410 DELAND TELEPHONE SERVICE Sep 24
10/21/24	211599	STATE OF FLORIDA	2D92270001-20241015	\$403.24	AH8 - 22917 DAYTONA BEACH TELEPHONE SERVICE Sep 24
10/21/24	211599	STATE OF FLORIDA	2D92300001-20241015	\$47.44	AH8 - 31715938 DAYTONA BEACH TELEPHONE SVC 09 24
10/21/24	211599	STATE OF FLORIDA	2D92310001-20241015	\$23.72	AH8 - 11329 DAYTONA BEACH TELEPHONE SERVICE 09 24
10/21/24	211599	STATE OF FLORIDA	2D92320001-20241015	\$308.36	AH8 - 911 DAYTONA BEACH TELEPHONE SERVICE Sep 24
10/21/24	211599	STATE OF FLORIDA	2D92330001-20241015	\$49.69	AH8 - 24232 DAYTONA BEACH TELEPHONE SERVICE 09 24

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/21/24	211599	STATE OF FLORIDA	2D92340001-20241015	\$47.44	AH8 - 14701 DAYTONA BEACH TELEPHONE SERVICE 09 24
10/21/24	211599	STATE OF FLORIDA	2D92360001-20241015	\$142.32	AH8 - 12226091 DAYTONA BEACH TELEPHONE SVC 09 24
10/21/24	211599	STATE OF FLORIDA	2D92370001-20241015	\$47.44	AH8 - 23577 DAYTONA BEACH TELEPHONE SVC 09 24
10/21/24	211599	STATE OF FLORIDA	2D92380001-20241015	\$23.72	AH8 - 4085 DAYTONA BEACH TELEPHONE SVC 09 24
10/21/24	211599	STATE OF FLORIDA	2D92390001-20241015	\$23.72	AH8 - 23134 DAYTONA BEACH TELEPHONE SVC 09 24
10/21/24	211599	STATE OF FLORIDA	2D92400001-20241015	\$47.44	AH8 - 15123 DAYTONA BEACH TELEPHONE SVC 09 24
10/21/24	211599	STATE OF FLORIDA	2D92410001-20241015	\$47.44	AH8 - 425507133 DAYTONA BEACH TELEPHONE SVC 09 24
10/21/24	211599	STATE OF FLORIDA	2D92420001-20241015	\$71.16	AH8 - 560155420 DAYTONA BEACH TELEPHONE SVC 09 24
10/21/24	211599	STATE OF FLORIDA	2D92430001-20241015	\$1,376.41	AH8 - 7183137 MyFloridaNet-2 09 24
			Check Total	\$2,866.15	
10/21/24	211600	STATE OF FLORIDA	2D92220001-20241015	\$23.72	AH8 - 7185959 DAYTONA BEACH TELEPHONE SERVICE
			Check Total	\$23.72	
10/21/24	211601	STEPHEN C KENNY & ASSOCIATES	FC-1007	\$7,825.00	SENIOR HOME MODIFICATION-15 ZOFFER CT.
			Check Total	\$7,825.00	
10/21/24	211602	STRYKER MEDICAL	9207209746	\$7,277.40	AUTOMATED CPR DEVICES (LUCAS DEVICE)
10/21/24	211602	STRYKER MEDICAL	9207254161	\$231.59	POWERPRO COT (STRETCHER)
10/21/24	211602	STRYKER MEDICAL	9207343866	\$26,369.56	POWERPRO COT (STRETCHER)
			Check Total	\$33,878.55	
10/21/24	211603	TECO PEOPLES GAS	211012619618 0924	\$971.64	FCSO INMATE FAC - 1002 JUSTICE - 8/30/24-9/27/24
			Check Total	\$971.64	
10/21/24	211604	THE EARLY LEARNING COALITION OF FLAGLER & VOLUSIA	CHILDCARE 4TH QTR 23	\$15,800.00	CHILDCARE PROGRAM 4TH QTR JULY-SEPTEMBER 2024
			Check Total	\$15,800.00	
10/21/24	211605	THE FLORIDA UROLOGY CENTER, P.A.	RO MO12691	\$184.72	IHC - [REDACTED] RO MO12691
10/21/24	211605	THE FLORIDA UROLOGY CENTER, P.A.	RO MO12698	\$145.92	IHC - [REDACTED] RO MO12698
10/21/24	211605	THE FLORIDA UROLOGY CENTER, P.A.	RO MO12704	\$29.18	IHC - [REDACTED] RO MO12704
			Check Total	\$359.82	
10/21/24	211606	TRAPEZE SOFTWARE GROUP INC	RMSMA00002528	\$20,189.36	YEARLY FEES ZNOT, ZIVR, ZWEB ROUTEMATCH SOFTWARE
			Check Total	\$20,189.36	
10/21/24	211607	TYLER TECHNOLOGIES, INC	020-155547	\$15,073.30	CAD Support - Civil Serve / Civil Mobile FY25

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$15,073.30	
10/21/24	211608	U.S. BANK NA	14440263	\$802.29	ADMIN FEES 8.1.24 - 8.31.24
			Check Total	\$802.29	
10/21/24	211609	ULINE, INC.	183200939	\$10,651.30	TRAINING TABLES & DIVIDER - EXTENSION SERVICES
10/21/24	211609	ULINE, INC.	183284390	(\$96.00)	TRAINING TABLES & DIVIDER - EXTENSION SERVICES
10/21/24	211609	ULINE, INC.	183393594	(\$1,695.00)	TRAINING TABLES & DIVIDER - EXTENSION SERVICES
10/21/24	211609	ULINE, INC.	183393595	\$1,625.00	TRAINING TABLES & DIVIDER - EXTENSION SERVICES
			Check Total	\$10,485.30	
10/21/24	211610	UNIVERSITY OF FLORIDA	i000131972	\$4,148.71	FLAGLER COUNTY SEA GRANT MC AG 7.1.24-9.30.24
			Check Total	\$4,148.71	
10/21/24	211611	VERTEKS CONSULTING INC	167384-2425	\$1,750.92	Brightmetrics Annual Subscription FY25
			Check Total	\$1,750.92	
10/21/24	211612	WELLS FARGO FINANCIAL LEASING, INC.	5031693321	\$2,707.49	Copier Leases FY25 10.24 - 11.23
			Check Total	\$2,707.49	
10/21/24	211613	WEX BANK	100130729	\$1,185.58	SEPT 2024 - WEX MONTHLY GAS CARD CHARGES -
			Check Total	\$1,185.58	
10/24/24	211614	AJAX BUILDING COMPANY, LLC	PAY APP 1	\$69,677.00	FLAGLER COUNTY NEXUS CENTER - GENERAL CONDITIONS
10/24/24	211614	AJAX BUILDING COMPANY, LLC	PAY APP 1R	\$378,630.23	FLAGLER COUNTY NEXUS CENTER
			Check Total	\$448,307.23	
			<b>Report Total</b>	<b>\$9,378,853.47</b>	

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

**Pcard Transactions Processed for period 10/19/24 to 10/25/24**

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
10/07/24	LENOVO (UNITED STATES) INC.	TXN 00136451	\$207.28	TXN00136451 - Recharged for Original TXN00134081 A
10/07/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00136433	\$90.30	TXN00136433 - FCSSO 3460 VEHICLE REPAIR OREILLY 90.
10/07/24	QUALITY HARDWARE AND SPEC	TXN00136435	\$2,117.00	TXN00136435-EXTERIOR DOORS & HARDWARE- STATION 41
10/07/24	LOWE'S HOME CENTERS, LLC	TXN00136437	\$719.64	TXN00136437-PAINT-ROLLERS-TRAY LINERS- FACILITY RE
10/07/24	AHC Safe & Lock	TXN00136438	\$54.00	TXN00136438 - DOOR LOCK-WADSWORTH P ARK RESTROOM D
10/07/24	BLD WINROCK PROPERTY MANA	TXN00136439	\$1,678.74	TXN00136439 - BUNNELL LIBRARY OCT RENT
10/07/24	LENOVO (UNITED STATES) INC.	TXN00136440	(\$233.88)	TXN00136440 Reversal of Original TXN00134081 Due t
10/07/24	AMZN Mktp US	TXN00136441	\$114.00	TXN00136441 - FLOW SWITCH-WATER SYSTEM REPAIR-HIDD
10/07/24	FOUNDATION BLDG	TXN00136442	\$4,070.54	TXN00136442-FOAM BOARD-SHINGLES-STUD-TRACKC-STATIO
10/07/24	TOM NEHL TRUCK	TXN00136443	\$69.68	TXN00136443 - PW 9485 VEHICLE REPAIR TOM NEHL TRUC
10/07/24	L&W SUPPLY 7503	TXN00136444	\$984.01	TXN00136444-STUCCO MATERIALS- STATION 41 UPGRADES
10/07/24	NYRP	TXN00136446	\$206.07	TXN00136446 -CONTROL SWITCH-PLUMBING REPAIR-SHERIF
10/07/24	BOULEVARD TIRE CENTER	TXN00136448	\$136.83	TXN00136448 - EMERG MGT 11000 EQUIPMENT REPAIR BOU
10/07/24	LOWE'S HOME CENTERS, LLC	TXN00136449	\$311.24	TXN00136449-PAINT ROLLERS-SAW BLADE- TR 1700- LUMB
10/07/24	LS DAYTONA PRESSURE NO	TXN00136450	\$11.99	TXN00136450-VALVE- PRESSURE WASHER REPAIR- FACILIT
10/07/24	NIC - FDLE CAPS	TXN00136452	\$37.25	TXN00136452- BACKGROUND SCREENING- JASON SCHMERUND
10/07/24	TOM NEHL TRUCK	TXN00136454	\$52.73	TXN00136454 - PW 396 VEHICLE REPAIR TOM NEHL TRUCK
10/07/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00136455	\$97.76	TXN00136455 - FCSSO 6615 VEHICLE REPAIR OREILLY 97.
10/07/24	LS DAYTONA PRESSURE NO	TXN00136456	\$24.38	TXN00136456 - PARTS TO REPAIR PRESSURE WASHER-FACI
10/07/24	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00136457	\$51.98	TXN00136457 - PW 396 VEHICLE REPAIR NAPA 51.98
10/07/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00136458	\$14.52	TXN00136458 - PW 396 VEHICLE REPAIR OREILLY 14.52
10/07/24	WWW.NBAA.ORG	TXN00136461	\$475.00	TXN00136461 MEMBERSHIP FEE
10/07/24	QUADIENT LEASING USA, INC.	TXN00136462	\$473.46	TXN00136462 Postage Machine Lease 10-01-24 to 12-3
10/07/24	LOWES #02241	TXN00136463	\$203.82	TXN00136463 - STRIP LIGHTS, TUBE LIGHTS, PULLEY &
10/07/24	WITMER PUBLIC SAFETY GROUP	TXN00136464	\$91.51	TXN00136464 - HELMET PLACARDS
10/07/24	NIC - FDLE CAPS	TXN00136466	\$37.25	TXN00136466- BACKGROUND SCREENING- JAIME SANCHEZ -
10/07/24	AUTOPAY/DISH NTWK	TXN00136467	\$155.09	TXN00136467 - PPP - LEGACY HOUSE - SEPT - DISH NET
10/07/24	TOM NEHL TRUCK	TXN00136468	\$0.55	TXN00136468 - PW 9485 VEHICLE REPAIR TOM NEHL TRUC
10/07/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00136469	\$177.17	TXN00136469 - FIRE RESCUE BOAT TRAILER EQUIPMENT R
10/07/24	DAYTONA PRESSURE	TXN00136470	\$12.23	TXN00136470-VALVE-PRESSURE WASHER REPAIR- FACILITI
10/07/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00136471	\$16.64	TXN00136471 - PW 396 VEHICLE REPAIR OREILLY 16.64
10/07/24	FERGUSON ENTERPRISES, INC.	TXN00136472	\$161.03	TXN00136472 - PARTS TO REPAIR TOILETS-DAVID SIEGAL
10/07/24	FLAGLER POWER EQUIPMEN	TXN00136473	\$69.62	TXN00136473 - AIRPORT 10993 EQUIPMENT REPAIR FLAGL
10/07/24	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00136474	\$606.83	TXN00136474 - PW 396 VEHICLE REPAIR NAPA 606.83
10/07/24	TRACTOR SUPPLY	TXN00136475	\$120.88	TXN00136475 - LM - HOG TRAPPING ITEMS - APPLE & CO
10/07/24	A AND S HARDWARE	TXN00136476	\$5.99	TXN00136476-WASP SPRAY- TRUCK 980

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

**Pcard Transactions Processed for period 10/19/24 to 10/25/24**

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
10/07/24	CULLIGAN WATER	TXN00136477	\$56.33	TXN00136477 - PPP - CARETAKER RENTAL SEPT - CULLIG
10/07/24	AUTHORIZE.NET	TXN00136478	\$43.55	TXN00136478 Recreation Dynamic Service Fees
10/07/24	PUBLIX #1138	TXN00136479	\$52.36	TXN00136479 PILOT LOUNGE SUPPLIES
10/07/24	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00136480	\$80.08	TXN00136480 - BULBS-JUSTICE CENTER STAIRWAY LIGHTI
10/07/24	FSP JUMP FOR JOY BOUNCERS	TXN00136481	\$720.54	TXN00136481-BOUNCER-SLIDE RENTAL- HIDDEN TRAILS- P
10/07/24	TEN-8 FIRE EQUIPMENT, INC	TXN00136484	\$524.20	TXN00136484 - FIRE RESCUE 11156 VEHICLE REPAIR TEN
10/07/24	PRIMA	TXN00136485	\$340.00	TXN00136485- ANNUAL PRIMA MEMBERSHIP FOR DANIEL NI
10/07/24	AMZN Mktp US	TXN00136486	\$40.39	TXN00136486 - CHECK VALVE & WATER HOSE TUBING-STAT
10/07/24	TRACTOR SUPPLY	TXN00136487	\$74.90	TXN00136487 - LM - FENCE POST FOR HOG TRAPPING - T
10/07/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00136489	\$128.30	TXN00136489 - FCT 122 VEHICLE REPAIR OREILLY 128.3
10/07/24	FOUNDATION BUILDING MATERIALS LLC	TXN00136490	\$437.65	TXN00136490-DRYWALL FRAMING-JOINT COMPOUND-GSB- HU
10/07/24	AMZN Mktp US	TXN00136492	\$35.99	TXN00136492-DUCTLESS PRESSURE WASHER BATTERY-FACIL
10/07/24	AMZN Mktp US	TXN00136493	\$140.91	TXN00136493 - WATER FILTERS, AIR COMPRESOR SWITCH
10/07/24	AIRPORT WINDSOCK CORP	TXN00136494	\$73.15	TXN00136494 WINDSOCK
10/07/24	ADVANCE AUTO PARTS	TXN00136495	\$701.17	TXN00136495 - FCSO 6084 VEHICLE REPAIR ADVANCE AUT
10/07/24	DG HARDWARE.	TXN00136496	\$51.69	TXN00136496-PAINT-PAINT TRAY SET- HIDDEN TRAILS- P
10/07/24	LOWE'S HOME CENTERS, LLC	TXN00136497	\$253.72	TXN00136497-ELECTRICAL BOX & MOUNT-CONDUIT-CABLE W
10/07/24	ADVANCE AUTO PARTS	TXN00136498	\$11.52	TXN00136498 - FCT 111 VEHICLE REPAIR ADVANCE AUTO
10/07/24	TOM NEHL TRUCK	TXN00136499	\$71.70	TXN00136499 - PW 9485 VEHICLE REPAIR TOM NEHL TRUC
10/07/24	LOWES #02241	TXN00136500	\$194.14	TXN00136500 - PARKS - RUSSELL LANDING BOARDWALK &
10/07/24	ADVANCE AUTO PARTS	TXN00136501	\$754.21	TXN00136501 - FCSO 5807 VEHICLE REPAIR ADVANCE AUT
10/07/24	TEN-8 FIRE EQUIPMENT, INC	TXN00136502	\$524.20	TXN00136502 - FIRE RESCUE 11155 VEHICLE REPAIR TEN
10/07/24	BUILDERSFIRSTSOURCE30031	TXN00136503	\$1,077.12	TXN00136503-PLYWOOD- STATION 41-** NEEDS BUDGET OV
10/14/24	USPS PO 1112000315	TXN00136505	\$18.40	TXN00136505 - POSTAGE TO SHIP SOIL SAMPLE TO WATER
10/14/24	NYRP	TXN00136506	\$69.60	TXN00136506 - PLUMBING PARTS-JAIL ADMINISTRATION R
10/14/24	MYERS TIRE SUPPLY.COM	TXN00136507	\$260.20	TXN00136507 - FLEET SHOP USE MYERS TIRE SUPPLY 260
10/14/24	THE UPS STORE	TXN00136509	\$56.68	TXN00136509 - FREIGHT
10/14/24	ODP BUS SOL LLC	TXN00136511	\$89.37	TXN00136511 PILOT LOUNGE SUPPLIES
10/14/24	UNITED REFRIGERATION, INC.	TXN00136512	\$230.20	TXN00136512-HARDWARE-HARDWARE-COIL CLEANER-WATER C
10/14/24	TOLL BRIDGE DUNES CDD	TXN00136515	\$20.00	TXN00136515 - PARKS & FACILITIES - HAMMOCK DUNES T
10/14/24	NIC - FDLE CAPS	TXN00136516	\$37.25	TXN00136516- BACKGROUND SCREENING- PHEOBE LEBLANC
10/14/24	LOWE'S HOME CENTERS, LLC	TXN00136517	\$270.39	TXN00136517-CEILING FAN & PAINT- FACILITIES
10/14/24	ODP BUS SOL LLC	TXN00136518	\$11.34	TXN00136518 PILOT LOUNGE SUPPLIES
10/14/24	AMAZON MARK	TXN00136520	\$177.00	TXN00136520 - SENSOR LIGHTING-PARKS RESTROOMS-FACI
10/14/24	FAMILY DOLLAR	TXN00136521	\$8.20	TXN00136521 - 2 EA - 32 FL OZ OF ISOPROPYL ALCOHOL
10/14/24	THE UPS STORE	TXN00136522	\$30.03	TXN00136522 - FREIGHT

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

**Pcard Transactions Processed for period 10/19/24 to 10/25/24**

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
10/14/24	AC HYDRAULICS.	TXN00136523	\$250.00	TXN00136523 - PARKS 9005 EQUIPMENT REPAIR AC HYDRA
10/14/24	AMZN Mktp US	TXN00136524	\$24.74	TXN00136524 - Plastic Cord Protector
10/14/24	TRILOGY MEDICAL WASTE	TXN00136526	\$226.60	TXN00136526 - MEDICAL WASTE REMOVAL
10/14/24	ODP BUS SOL LLC	TXN00136527	\$6.90	TXN00136527 PILOT LOUNGE SUPPLIES
10/14/24	VERIZON CONNECT	TXN00136528	\$781.30	TXN00136528 - GPS Tracking SAAS
10/14/24	UNITED REFRIGERATION, INC.	TXN00136529	\$171.18	TXN00136529-ROOFTOP HVAC BLOCK SUPPORT- BAPTIST AC
10/14/24	2119 - FIS OUTDOOR	TXN00136530	\$43.34	TXN00136530 WEED KILLER
10/14/24	DNH GODADDY#3336415640	TXN00136531	\$44.34	TXN00136531 coquinacup domain
10/14/24	ODP BUS SOL LLC	TXN00136532	\$28.30	TXN00136532 PILOT LOUNGE SUPPLIES AND REPLACEMENT
10/14/24	DISH NETWORK-ONE TIME	TXN00136533	\$63.11	TXN00136533 - Monthly Satellite Video Service
10/14/24	SMARSH INC	TXN00136536	\$253.92	TXN00136536 - Addtl Cx Text Archiving
10/14/24	DG HARDWARE.	TXN00136539	\$9.17	TXN00136539 HOSE NOZZLE
10/14/24	A AND S HARDWARE	TXN00136541	\$41.37	TXN00136541 - MALE PVC ADAPTER, CHECK VALVE & PVC
10/14/24	RESTREAM, INC.	TXN00136544	\$470.00	TXN00136544 Streaming Subscription - 1 year
10/14/24	DG HARDWARE.	TXN00136546	\$28.79	TXN00136546 - DRAIN CLEANER-INMATE FACILITY-FCSO
10/14/24	AMZN Mktp US	TXN00136550	\$978.00	TXN00136550 - Shoretel Phones
10/14/24	A AND S HARDWARE	TXN00136551	\$22.37	TXN00136551 - DECK SCREWS & IRON PIPE STRAP-ST JOH
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136553	\$219.15	TXN00136553 Verizon Legal
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136555	\$1,502.72	TXN00136555 Verizon IT
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136556	\$227.20	TXN00136556 Verizon Community
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136557	\$2.22	TXN00136557 Verizon EM GO
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136558	\$153.65	TXN00136558 Verizon Econ
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136559	\$609.94	TXN00136559 Verizon R&B
10/14/24	FLAGLER POWER EQUIPMENT	TXN00136560	\$70.69	TXN00136560 - PARKS - TRUCK#10804 - CHAINSAW REPAI
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136561	\$162.97	TXN00136561 Verizon Fleet
10/14/24	INREACH ONLINE CLE	TXN00136562	\$50.00	TXN00136562 - FL BAR CLE CAMPING AND CATCHING Z'S:
10/14/24	DG HARDWARE.	TXN00136565	\$7.88	TXN00136565-HITCH PIN AND CLIP- TRUCK 7935
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136566	\$53.04	TXN00136566 Verizon Airport
10/14/24	AMZN Mktp US	TXN00136567	(\$49.98)	TXN00136567 - Return of Original Transaction TXN00
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136568	\$253.27	TXN00136568 Verizon Commission
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136569	\$523.72	TXN00136569 Verizon Building
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136570	\$2,029.59	TXN00136570 Verizon FR
10/14/24	SQ AMERICAN WIRE AND TER	TXN00136571	\$220.61	TXN00136571 - FLEET SHOP USE AMERICAN WIRE & TERMI
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136572	\$136.32	TXN00136572 Verizon GAL
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136573	\$222.20	TXN00136573 Verizon Admin
10/14/24	X CORP. PAID FEATURES	TXN00136574	\$84.00	TXN00136574 X Subscription 10-08-2024 to 10-08-202
10/14/24	DG HARDWARE.	TXN00136575	\$22.94	TXN00136575 - PARKS - FAIRGROUNDS - EXT CORD - ACE
10/14/24	AUTOZONE 1931	TXN00136576	\$153.98	TXN00136576 - FCSSO 6617 VEHICLE REPAIR AUTOZONE 15

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

**Pcard Transactions Processed for period 10/19/24 to 10/25/24**

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136578	\$162.39	TXN00136578 Verizon GM
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136579	\$217.20	TXN00136579 Verizon GS
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136580	\$222.20	TXN00136580 Verizon Finance
10/14/24	LOWE'S HOME CENTERS, LLC	TXN00136582	\$103.88	TXN00136582-COPPER WIRE & CONNECTORS-RIMA RIDGE FI
10/14/24	STARLINK INTERNET	TXN00136585	\$250.00	TXN00136585 - Monthly Satellite Data Service
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136586	\$91.09	TXN00136586 Verizon Transport
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136587	\$1,904.04	TXN00136587 Verizon Facilities
10/14/24	AMAZON RETA	TXN00136588	\$28.84	TXN00136588 Office Supplies
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136589	\$195.33	TXN00136589 Verizon LM
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136590	\$212.20	TXN00136590 Verizon TDO
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136591	\$136.32	TXN00136591 Verizon PSCN
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136592	\$1,242.80	TXN00136592 Verizon Parks
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136593	\$106.85	TXN00136593 Verizon SW
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136594	\$153.65	TXN00136594 Verizon E911
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136596	\$45.65	TXN00136596 Verizon Courts
10/14/24	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00136599	\$46.99	TXN00136599 - FCSO 6335 VEHICLE REPAIR NAPA 46.99
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136600	\$183.09	TXN00136600 Verizon Comms
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136601	\$72.14	TXN00136601 Verizon Fire Flight
10/14/24	VERIZONWRLSS RTCCR VB	TXN00136602	\$81.51	TXN00136602 Verizon Library
10/14/24	ABC BUS, INC.	TXN00136606	\$563.06	TXN00136606 - FCT 112 VEHICLE REPAIR ABC BUS, INC
10/14/24	DNH GODADDY#3345422703	TXN00136609	\$142.02	TXN00136609 palmcoastandflaglerbeaches domain
10/14/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00136621	\$90.61	TXN00136621 - FACILITIES 10641 VEHICLE REPAIR OREI
10/21/24	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00136630	\$266.81	TXN00136630 - HYDRAULICS HOSE & FITTINGS EQ9486
10/21/24	FIND IT PARTS	TXN00136637	\$137.77	TXN00136637 - FCSO 6060 VEHICLE REPAIR FIND IT PAR
10/21/24	DNH GODADDY#3346353412	TXN00136638	\$175.02	TXN00136638 palmcoastandtheflaglerbeaches domain
10/21/24	DISH NETWORK-ONE TIME	TXN00136642	\$73.10	TXN00136642 - CABLE TV AT STATION 71 9/29/24-10/28
10/21/24	DUNKIN #346715	TXN00136647	\$61.29	TXN00136647 - CAPTAINS TESTING BREAKFAST
10/21/24	AIRGAS - SOUTH	TXN00136649	\$389.33	TXN00136649 - OXYGEN
10/21/24	CITY OF PALM COAST	TXN00136653	\$334.51	TXN00136653 - WATER USAGE STATION 41 8/9/24-9/10/2
10/21/24	LOWE'S HOME CENTERS, LLC	TXN00136655	\$13.68	TXN00136655-STEEL ROD- HARDWARE- FCSO DISTRICT OFF
10/21/24	DG HARDWARE.	TXN00136659	\$14.68	TXN00136659-DROP CLOTH - TRUCK 7935-FACILITIES
10/21/24	MISTER CAR WASH	TXN00136663	\$42.79	TXN00136663 Admin Vehicle Car Wash
10/21/24	DG HARDWARE.	TXN00136672	\$28.79	TXN00136672 - DRAIN CLEANER TRUCK #10082-FACILITIE
10/21/24	TRACTOR SUPPLY	TXN00136677	\$121.87	TXN00136677 - LM - HOG TRAPPING - CORN & WELD ROD
10/21/24	STAPLES INC	TXN00136682	\$89.99	TXN00136682-CORDLESS PHONE- LANDFILL
10/21/24	LOWE'S HOME CENTERS, LLC	TXN00136688	\$179.94	TXN00136688-CIRCUIT BREAKERS-FCSO

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Pcard Transactions Processed for period 10/19/24 to 10/25/24**

<b>Invoice Date</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Net Trans Amt</b>	<b>Description</b>
10/21/24	ICMA ONLINE	TXN00136694	\$1,200.00	TXN00136694 ICMA Annual Membership - Jorge Salinas
10/21/24	CITY ELECTRIC SUPPLY INC	TXN00136695	\$58.20	TXN00136695-BARREL LUG-ELECTRICAL SUPPLIES- FCSO J
10/21/24	DNH GODADDY#3356395409	TXN00136697	\$66.51	TXN00136697 visitflagler.com domain
10/21/24	AMZN Mktp US	TXN00136699	\$21.99	TXN00136699-OFFICE NAME PLATE- GENERAL SERVICES
10/21/24	DG HARDWARE.	TXN00136701	\$13.12	TXN00136701-JOINT TAPE-PAINT ROLLERS-GSB HUMAN RES
10/21/24	ODP BUS SOL LLC	TXN00136705	\$6.36	TXN00136705 PILOT LOUNGE SUPPLIES
10/21/24	IN NIGHT FLIGHT CONCEPTS	TXN00136715	\$262.92	TXN00136715 - NIGHT VISION GOGGLE INSPECCTION
10/21/24	Amazon.com IX34X0DT3	TXN00136717	\$358.20	TXN00136717 - PROFESSIONAL DEVELOPMENT BOOKS
10/21/24	Lewis Petroleum	TXN00136719	\$145.60	TXN00136719 - FLEET SHOP USE LEWIS PETROLEUM 145.6
10/21/24	LOWE'S HOME CENTERS, LLC	TXN00136721	\$144.80	TXN00136721-HARDWARE-DRILL BITS/TOOLS- TRUCK 10870
10/21/24	WALMART.COM	TXN00136726	\$313.91	TXN00136726 - TOOLS, FRIDGE, MATTRESS TOPPER
10/21/24	HARBOR FREIGHT	TXN00136728	\$569.99	TXN00136728 - STEEL WINCH, LED LIGHTS
10/21/24	ODP BUS SOL LLC	TXN00136730	\$73.20	TXN00136730 OFFICE SUPPLIES
		<b>Report Total</b>	<b>\$42,605.38</b>	

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

**Invoices Processed for period 10/26/24 to 11/01/24**

Item 06a()

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/28/24	2218	BLUE CROSS BLUE SHIELD OF FLORIDA	1000074344	\$540,275.08	September 2024 Medical & Dental Claims
			Check Total	\$540,275.08	
10/28/24	2219	P&A ADMINISTRATIVE SERVICES, INC	10.26.2024	\$810.56	P&A Flexible Spending 10.24.2024 - 10.25.2024
			Check Total	\$810.56	
10/28/24	2220	P&A ADMINISTRATIVE SERVICES, INC	10.25.2024	\$432.31	P&A Flexible Spending 10.23.2024 - 10.25.2024
			Check Total	\$432.31	
10/28/24	2221	P&A ADMINISTRATIVE SERVICES, INC	10.27.2024	\$30.49	P&A Flexible Spending 10.26.2024
			Check Total	\$30.49	
10/29/24	2222	P&A ADMINISTRATIVE SERVICES, INC	10.25.2024 Manual	\$511.00	P&A Flexible Spending 10.23.2024 - 10.25.2024
			Check Total	\$511.00	
10/29/24	2223	P&A ADMINISTRATIVE SERVICES, INC	10.28.2024	\$13.56	P&A Flexible Spending 10.26.2024 - 10.27.2024
			Check Total	\$13.56	
10/30/24	2224	EXPRESS TAX - TTL WIRE	110124	\$130,559.31	Payroll Run 1 - Warrant 241101
			Check Total	\$130,559.31	
10/30/24	2225	P&A ADMINISTRATIVE SERVICES, INC	10.29.2024	\$1,043.90	P&A Flexible Spending 10.28.2024
			Check Total	\$1,043.90	
10/28/24	211615	ADVANCED CARE SOLUTIONS, INC.	2306138	\$38.77	ADVANCED CARE SOLUTIONS CCE SCSM OCTOBER 2024
10/28/24	211615	ADVANCED CARE SOLUTIONS, INC.	2306140	\$129.16	ADVANCED CARE SOLUTIONS OA3ES SCSM OCTOBER 2024
			Check Total	\$167.93	
10/28/24	211616	ADVANCED HOME EXTERIORS, INC.	87986	\$2,698.25	SEAMLESS GUTTER INSTALL- STATION 41
			Check Total	\$2,698.25	
10/28/24	211617	AIRESPRING, INC	190009317	\$663.11	MONTHLY INTERNET CHARGES
			Check Total	\$663.11	
10/28/24	211618	ANEW COUNSELING, LLC	009-A	\$200.00	INV#009-A MENTAL HEALTH SERVICE- SENIORS10/01;10/08
			Check Total	\$200.00	
10/28/24	211619	AQUA MARKETING & COMMUNICATIONS, INC.	3558	\$3,720.00	ADVERTISING AND MARKETING DELIVERABLE 1
			Check Total	\$3,720.00	
10/28/24	211620	ARGOS USA, LLC	93535164	\$5,372.50	NEXUS CENTER ODP - ARGOS
10/28/24	211620	ARGOS USA, LLC	93535171	\$5,679.50	NEXUS CENTER ODP - ARGOS
10/28/24	211620	ARGOS USA, LLC	93535176	\$15,350.00	NEXUS CENTER ODP - ARGOS
			Check Total	\$26,402.00	
10/28/24	211621	AT&T MOBILITY II LLC	287315918621X09 25202	\$1,595.13	FIRST NET 9.18.24-10.17.24
			Check Total	\$1,595.13	
10/28/24	211622	BLUE CROSS BLUE SHIELD OF FLORIDA	October 2024	\$29,533.65	October 2024 Medical Admin Fees

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$29,533.65	
10/28/24	211623	BRIAN EICHINGER	REIMB 10.17.24	\$54.95	REIMB PURCH OF COFFEE FOR EOC-HURR MILTON
			Check Total	\$54.95	
10/28/24	211624	CANARX GROUP INC	INV46499	\$2,482.20	INV46499 Flagler 10.01.2024 - 10.15.2024
			Check Total	\$2,482.20	
10/28/24	211625	CARASOFT TECHNOLOGY CORPORATION	50098406INV	\$49,783.79	OPENGOV PROCUREMENT DEPLOYMENT-10/1/24-9/30/25
			Check Total	\$49,783.79	
10/28/24	211626	CDW GOVERNMENT LLC	AB19W9Q	\$19,740.13	Password Management Software Subscription FY25
			Check Total	\$19,740.13	
10/28/24	211627	CHARLES UMPENHOUR, INC	R001975	\$1,500.00	RENT ASSIST WHALEN R001975
			Check Total	\$1,500.00	
10/28/24	211628	CHARTER COMMUNICATIONS	168030301100124	\$9,616.64	Spectrum Oct 2024
			Check Total	\$9,616.64	
10/28/24	211629	CITY OF PALM COAST	RO U003852	\$300.00	PCW ASSIST HERBERT BILL#21446781
10/28/24	211629	CITY OF PALM COAST	RO U003853	\$160.86	PCW ASSIST GIRARDI (KECK) RO U003853
10/28/24	211629	CITY OF PALM COAST	RO U003854	\$300.00	PCW ASSIST LOPEZ BILL#21446697
			Check Total	\$760.86	
10/28/24	211630	ASCENDANT STRATEGY MANAGEMENT GROUP LLC	4558	\$21,000.00	Clear Point Annual Subscription
			Check Total	\$21,000.00	
10/28/24	211631	COAST TITLE INSURANCE AGENCY INC	1016	\$4,000.00	TITLE SEARCH FEES-MCCRANEY PROPERTIES
			Check Total	\$4,000.00	
10/28/24	211632	CONTINENTAL AUTO/TRUCK SERVICE CNTR	CON-107664	\$3,714.86	FIRE TRUCK & HEAVY TRUCK - CON-107664
			Check Total	\$3,714.86	
10/28/24	211633	DUVAL ASPHALT PRODUCTS, INC	07-512384	\$2,800.00	EZ STREET COLD ASPHALT-R&B
			Check Total	\$2,800.00	
10/28/24	211634	FEDERAL EXPRESS CORPORATION	8-646-48389	\$15.35	Shipping Charges
			Check Total	\$15.35	
10/28/24	211635	FLAGLER CO CLERK OF CIRCUIT COURT &	10252024	\$16.00	Payroll Run 1 - Warrant 241025
			Check Total	\$16.00	
10/28/24	211636	FLAGLER CO PROF FIREFIGHTERS ASSO	10042024	\$1,008.00	Payroll Run 1 - Warrant 241004
10/28/24	211636	FLAGLER CO PROF FIREFIGHTERS ASSO	101124	\$1,008.00	Payroll Run 1 - Warrant 241011
10/28/24	211636	FLAGLER CO PROF FIREFIGHTERS ASSO	101824	\$1,008.00	Payroll Run 1 - Warrant 241018
10/28/24	211636	FLAGLER CO PROF FIREFIGHTERS ASSO	10252024	\$1,008.00	Payroll Run 1 - Warrant 241025
			Check Total	\$4,032.00	

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

**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/28/24	211637	FLAGLER CO PROPERTY APPRAISER	QT 1FY25	\$901,422.14	COMMISSIONS DUE FOR QT1 FY25
			Check Total	\$901,422.14	
10/28/24	211638	FLAGLER CO PROPERTY APPRAISER	Prop App Overpymt	\$9.24	FSA Flex Overpayment - Robert Grant wk 6-14-24
			Check Total	\$9.24	
10/28/24	211639	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	10252024	\$19,132.18	Payroll Run 1 - Warrant 241025
			Check Total	\$19,132.18	
10/28/24	211640	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	8068	\$307.92	WATER USAGE STATION 41 09/24
			Check Total	\$307.92	
10/28/24	211641	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	102524	\$2,295.47	Payroll Run 1 - Warrant 241025
			Check Total	\$2,295.47	
10/28/24	211642	FLORIDA ASSOCIATION OF TEEN COURTS	FY24-25 MEMBERSHIP	\$200.00	FY24-25 VEOTING MEMBER DUES - WHITNEY BRISKEY
			Check Total	\$200.00	
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	03915-09833 0924	\$100.78	41 OLD MOODY BLVD #BLUET-HGRSEAS 09.05-24-10.03.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	13273-48205 1024	\$813.14	245 Cr 035 Tower Oct 2024
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	17255-00381 09.24	\$52.10	ST-LGT # I/O CR 302 & S 09.05.2024-10.03.2024
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	24842-09941 09/24	\$162.34	5820 S US 1 09.06-10.04.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	32986-21099 09/24	\$25.74	3055 CR 13 PUMP 09.04-10.02.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	39389-61087 09/24	\$650.26	5593 N OCEAN SHORE 08.29-09.27.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	41445-07755 09/24	\$252.29	1 RIMA RIDGE 08.23-09.24.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	59130-88497 09/24	\$254.38	170 AVIATION DR 09.05-10.03.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	61389-02967 09/24	\$429.78	99 E CR 2006 09.04-10.02.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	63468-06141 09/24	\$586.75	1601 OLD MOODY 09.06-10.04.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	70274-65041 09/24	\$605.66	130 AIRPORT RD 09.05-10.03.24
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	70616-13076 1024	\$447.26	7570 CR 304 Tower Oct 2024
10/28/24	211643	FLORIDA POWER & LIGHT COMPANY	90268-02992 09/24	\$364.76	3055 CR 13 09.04-10.02.24
			Check Total	\$4,745.24	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/28/24	211644	FLORIDA POWER & LIGHT COMPANY-ASSIS	74063-21534	\$129.92	EHEAP- FPL ASSIST SCHULTZ
10/28/24	211644	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003855	\$167.09	FPL ASSIST LOPEZ RO U003855
10/28/24	211644	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003856	\$159.98	FPL ASSIST MAUPIN RO U003856
			Check Total	\$456.99	
10/28/24	211645	HOGAN GLASS CORPORATION	52354	\$540.00	WINDOW REPAIR- STATION 41-FACILITIES
			Check Total	\$540.00	
10/28/24	211646	HOYLE, TANNER & ASSOCIATES, INC	0071953	\$595.00	TAXIWAY A
			Check Total	\$595.00	
10/28/24	211647	INDEPENDENT LIVING SYSTEMS, LLC	SALES4498	\$6,750.00	ILS 5-PACK SHELF STABLE MEALS/CONGREGATE MEALS
			Check Total	\$6,750.00	
10/28/24	211648	INDEPENDENT PRINTING	10356	\$1,396.00	TDO PRINTING OF VISITOR GUIDE ENVELOPES
			Check Total	\$1,396.00	
10/28/24	211649	JERRY SMITH	TR 10/17/2024	\$750.00	PSYC 141 & SOCL 245
			Check Total	\$750.00	
10/28/24	211650	KING INSURANCE PARTNERS, LLC	654692	\$17,300.00	POLICY#SRG0009140500 10/01/23-10/01/25 2ND INSTALL
			Check Total	\$17,300.00	
10/28/24	211651	LIFT PIT SOLUTIONS LLC	9954	\$3,499.00	PUMP OUT THE ELEVATOR PIT
			Check Total	\$3,499.00	
10/28/24	211652	MCCABE MEDICAL LLC	2025-01	\$15,000.00	EMS MEDICAL DIRECTOR SERVICES
			Check Total	\$15,000.00	
10/28/24	211653	MOSCOWITZ, JOHN	TR 10/18/2024	\$713.28	AST 1002 & OCE 1001
			Check Total	\$713.28	
10/28/24	211654	NEXTERA ENERGY SERVICES	1100218551	\$935.59	FCSO INMATE FAC-1002 JUSTICE LN - 0924
			Check Total	\$935.59	
10/28/24	211655	OLSEN ASSOCIATES	2024-186	\$84,740.00	SHORELINE PROTECTION
			Check Total	\$84,740.00	
10/28/24	211656	KATHRYN POWELL	3050532	\$6.00	LIBRARY BOOK REFUND
			Check Total	\$6.00	
10/28/24	211657	RICHMOND AMERICAN HOMES	CASH BOND RLSE 8.24	\$38,768.98	CASH BOND RELEASE TO RICHMOND AMERICAN HOMES
			Check Total	\$38,768.98	
10/28/24	211658	SHYE PERCIO-KLINE	3053366	\$23.70	LIBRARY BOOK REFUND
			Check Total	\$23.70	
10/28/24	211659	P & S PAVING INC	PAY APP 07	\$211,177.32	COMMERCE PARKWAY - CONSTRUCTION

**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
			Check Total	\$211,177.32	
10/28/24	211660	PALM COAST OBSERVER LLC	24-00401F	\$265.00	NOTICE OF MEETING NOV 4TH SERIAL# 24-00401F
10/28/24	211660	PALM COAST OBSERVER LLC	24-00408F	\$70.00	INVOICE#24-00408F SHIP NOTICE OF SOLICITATION AHAC
			Check Total	\$335.00	
10/28/24	211661	PRIME HEALTH SERVICES, INC	104675	\$8,424.96	INMATE MEDICAL RS 9.15.23-9.21.24
10/28/24	211661	PRIME HEALTH SERVICES, INC	2023-20-003--01	\$4,444.50	INMATE MEDICAL RM 8.22.22
			Check Total	\$12,869.46	
10/28/24	211662	BARZSO, KIM	10746-1 - BARZSO	\$200.00	10746-1 - PPP - COTTAGE#2 - CANCELLATION
			Check Total	\$200.00	
10/28/24	211663	BARZSO, KIM	10746-2 - BARZSO	\$375.00	10746-2 - PPP - COTTAGE#2 - CANCELLATION
			Check Total	\$375.00	
10/28/24	211664	BERMAN, STEVE	10856 - BERMAN	\$15.00	10856 - PPP - CAMPING - CANCELLATION
			Check Total	\$15.00	
10/28/24	211665	BERRY, CHRIS	10314-2 - BERRY	\$100.00	10314-2 - HAMMOCK CC - CANCELLATION
			Check Total	\$100.00	
10/28/24	211666	BERRY, CHRIS	10314-1 - BERRY	\$50.00	10314-1 - HAMMOCK CC - CANCELLATION
			Check Total	\$50.00	
10/28/24	211667	BIRNEY, JOHN	9603-1 - BIRNEY	\$100.00	9603-1 - HERSCHEL KING PAV-CANCELLATION
			Check Total	\$100.00	
10/28/24	211668	CARTER, BRETT	10437 - CARTER	\$20.00	10437 - PPP - CAMPING CANCELLATION
			Check Total	\$20.00	
10/28/24	211669	COWART, JENNY	10215 - COWART	\$60.00	10215 - PPP - CAMPING - CANCELLATION
			Check Total	\$60.00	
10/28/24	211670	COWART, JENNY	10645 - COWART	\$20.00	10645 - PPP - CAMPING - CANCELLATION
			Check Total	\$20.00	
10/28/24	211671	DODD, CATHERINE	10234-2 - DODD	\$200.00	10234-2 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$200.00	
10/28/24	211672	DODD, CATHERINE	10234-1 - DODD	\$250.00	10234-1 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$250.00	
10/28/24	211673	DYKES, DAVID	10430-2 - DYKES	\$200.00	10430-2 - PPP - COTTAGE#2 - CANCELLATION
			Check Total	\$200.00	
10/28/24	211674	DYKES, DAVID	10430-1 - DYKES	\$250.00	10430-1 - PPP - COTTAGE#2 - CANCELLATION
			Check Total	\$250.00	
10/28/24	211675	EATON, MAIRA	10363 - EATON	\$100.00	10363 - HAMMOCK CC
			Check Total	\$100.00	

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**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/28/24	211676	GREBNEV, ALEKSEI	10890 - GREBNEV	\$100.00	10890 - HAMMOCK CC
			Check Total	\$100.00	
10/28/24	211677	HIRTH, JACQUELINE	10238 - HIRTH	\$100.00	10238 - BC RV CAMPING - CANCELLATION
			Check Total	\$100.00	
10/28/24	211678	JENKINS, JORDAN	10965-1 - JENKINS	\$20.00	10965-1 - PPP - PARK REFUND
			Check Total	\$20.00	
10/28/24	211679	JOHN BIRNEY	9603-2 - BIRNEY	\$200.00	9603-2 - HERSCHEL KING PAV-CANCELLATION
			Check Total	\$200.00	
10/28/24	211680	JOHNSTON, LACY	10581 - JOHNSTON	\$100.00	10581 - HAW CREEK CC - CANCELLATION
			Check Total	\$100.00	
10/28/24	211681	JOHNSTON, LACY	11028 - JOHNSTON	\$100.00	11028 - HAW CREEK CC - CANCELLATION
			Check Total	\$100.00	
10/28/24	211682	KRCILEK, SANDY	8978-3 - KRCILEK	\$200.00	8978-3 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$200.00	
10/28/24	211683	KRCILEK, SANDY	8978-2 - KRCILEK	\$334.82	8978-2 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$334.82	
10/28/24	211684	KRCILEK, SANDY	8978-1 - KRCILEK	\$40.18	8978-1 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$40.18	
10/28/24	211685	LONG, ANNAMARIA	8627-1 - LONG - HBA	\$200.00	8627-1 - HERSCHEL KING PAV-CANCELLATION
			Check Total	\$200.00	
10/28/24	211686	LONG, ANNAMARIA	8627-2 - LONG - HBA	\$149.53	8627-2 - HERSCHEL KING PAV-CANCELLATION
			Check Total	\$149.53	
10/28/24	211687	LONG, ANNAMARIA	8627-3 - LONG - HBA	\$10.47	8627-3 - HERSCHEL KING PAV-CANCELLATION
			Check Total	\$10.47	
10/28/24	211688	LOPUT, MARK	9519-1 - LOPUT	\$89.29	9519-1 - BC RV - CAMPING - CANCELLATION
			Check Total	\$89.29	
10/28/24	211689	LOPUT, MARK	9519-2 - LOPUT	\$10.71	9519-2 - BC RV - CAMPING - CANCELLATION
			Check Total	\$10.71	
10/28/24	211690	MARCIA ZAITCHIK	9808-2 - ZAITCHIK	\$50.00	9808-2 - HERSCHEL KING PAV - CANCELLATION
			Check Total	\$50.00	
10/28/24	211691	MARIANO, HEATHER	10976-2 - MARIANO	\$30.00	10976-2 - BINGS LANDING-PAV-CANCELLATION
			Check Total	\$30.00	

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<b>Check Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Net Trans Amt</b>	<b>Description</b>
10/28/24	211692	MARIANO, HEATHER	10976-1 - MARIANO	\$100.00	10976-1 - BINGS LANDING-PAV-CANCELLATION
			Check Total	\$100.00	
10/28/24	211693	MAYES, TONI	10704-2 - MAYES	\$100.00	10704-2 - BAY DR - PAV - CANCELLATION
			Check Total	\$100.00	
10/28/24	211694	MAYES, TONI	10704-1 - MAYES	\$30.00	10704-1 - BAY DR - PAV - CANCELLATION
			Check Total	\$30.00	
10/28/24	211695	MCCREA, DOUGLAS	10245 - MCCREA	\$100.00	10245 - PPP - CAMPING - CANCELLATION
			Check Total	\$100.00	
10/28/24	211696	MORALES, EDGAR	10783-2 - MORALES	\$50.00	10783-2 - RIVER TO SEA-PAV-CANCELLATION
			Check Total	\$50.00	
10/28/24	211697	MORALES, EDGAR	10738-1 - MORALES	\$100.00	10783-1 - RIVER TO SEA-PAV-CANCELLATION
			Check Total	\$100.00	
10/28/24	211698	OLSEN, TRACI	10381-1 - OLSEN	\$100.00	10381-1 - HAMMOCK CC - CANCELLATION
			Check Total	\$100.00	
10/28/24	211699	PACE, DESIRAE	10114 - PACE	\$100.00	10114 - HAMMOCK CC
			Check Total	\$100.00	
10/28/24	211700	ROBBINS, KELLY	11004 - ROBBINS	\$100.00	11004 - PELLICER CC
			Check Total	\$100.00	
10/28/24	211701	ROBERT GROSS	11020 - GROSS	\$45.00	11020 - PPP - CAMPING - CANCELLATION
			Check Total	\$45.00	
10/28/24	211702	ROBINSON, SHEILA	11002 - ROBINSON	\$20.00	11002 - PPP - CAMPING - CANCELLATION
			Check Total	\$20.00	
10/28/24	211703	SILCOX, MARIAH	10428 - SILCOX	\$100.00	10428 - CATTLEMANS HALL
			Check Total	\$100.00	
10/28/24	211704	SIMPSON, DALLAS	10992 - SIMPSON	\$40.00	10992 - PPP - CAMPING - CANCELLATION
			Check Total	\$40.00	
10/28/24	211705	SINGLETARY, MATT	9792 - SINGLETARY	\$60.00	9792 - PPP - CAMPING - CANCELLATION
			Check Total	\$60.00	
10/28/24	211706	SINGLETARY, MATT	9795 - SINGLETARY	\$20.00	9795 - PPP - CAMPING - CANCELLATION
			Check Total	\$20.00	
10/28/24	211707	STEVEN DUNNING	8482 - DUNNING	\$30.00	8482 - PPP - CAMPING - CANCELLATION
			Check Total	\$30.00	
10/28/24	211708	TESTA, LANCE	10728 - TESTA	\$100.00	10728 - HAMMOCK CC
			Check Total	\$100.00	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/28/24	211709	TRACI OLSEN	10381-2 - OLSEN	\$120.00	10381-2 - HAMMOCK CC - CANCELLATION
			Check Total	\$120.00	
10/28/24	211710	TUCKER, STEPHANIE	10889 - TUCKER	\$100.00	10889 - HAW CREEK CC - CANCELLATION
			Check Total	\$100.00	
10/28/24	211711	TURNER, JOE	10800-1 - TURNER	\$166.73	10800-1 - ESPANOLA CC - CANCELLATION
			Check Total	\$166.73	
10/28/24	211712	TURNER, JOE	10800-2 - TURNER	\$100.00	10800-2 - ESPANOLA CC - CANCELLATION
			Check Total	\$100.00	
10/28/24	211713	TURNER, JOE	10800-3 - TURNER	\$3.27	10800-3 - ESPANOLA CC - CANCELLATION
			Check Total	\$3.27	
10/28/24	211714	ZAITCHIK, MARCIA	9808 - ZAITCHIK	\$100.00	9808 - BINGS LANDING-N PAV-CANCELLATION
			Check Total	\$100.00	
10/28/24	211715	RHODES + BRITO ARCHITECTS INC	15-18018	\$30,948.30	SOUTHERN LIBRARY - PHASE II
10/28/24	211715	RHODES + BRITO ARCHITECTS INC	16-18018	\$24,697.91	SOUTHERN LIBRARY - PHASE II
			Check Total	\$55,646.21	
10/28/24	211716	RISK MANAGEMENT ASSOCIATES INC	17921584	\$2,462.00	Policy#9019379 10/01/24-10/01/25 AVIATION & FIGA
			Check Total	\$2,462.00	
10/28/24	211717	SCHENKEL & SHULTZ, INC.	2024803-4	\$75,354.40	FIRE STATION 62 - DESIGN TASK 1 & 2
			Check Total	\$75,354.40	
10/28/24	211718	STANDARD INSURANCE COMPANY	10042024	\$6,267.41	Payroll Run 1 - Warrant 241004
10/28/24	211718	STANDARD INSURANCE COMPANY	101124	\$6,271.95	Payroll Run 1 - Warrant 241011
10/28/24	211718	STANDARD INSURANCE COMPANY	101824	\$6,274.50	Payroll Run 1 - Warrant 241018
10/28/24	211718	STANDARD INSURANCE COMPANY	10252024	\$6,203.57	Payroll Run 1 - Warrant 241025
			Check Total	\$25,017.43	
10/28/24	211719	STATE OF FLORIDA	2D-6666	\$71.16	BUNNELL PHONE CHARGES FOR STATE ATTORNEY
10/28/24	211719	STATE OF FLORIDA	2D92280001-20241015	\$332.08	AH8 - 2546 DAYTONA BEACH TELEPHONE SERVICE Sep 24
10/28/24	211719	STATE OF FLORIDA	2D92290001-20241015	\$62.37	AH8 - 2546 RBS-2 Internet Access Switched Long Dis
10/28/24	211719	STATE OF FLORIDA	2D92350001-20241015	\$71.16	AH8 - 1991 DAYTONA BEACH TELEPHONE SERVICE 09 24
			Check Total	\$536.77	
10/28/24	211720	STEALTH PARTNER GROUP	October 2024	\$68,345.26	October 2024 Stop Loss Fees
			Check Total	\$68,345.26	
10/28/24	211721	TYLER TECHNOLOGIES, INC	130-149037	\$59,098.23	Public Safety Software Mobility Annual Maintenance
			Check Total	\$59,098.23	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 10/26/24 to 11/01/24**

<b>Check Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Net Trans Amt</b>	<b>Description</b>
10/28/24	211722	KRONOS INCORPORATED	1208697	(\$5,532.29)	CREDIT TO INV #12312101/PO #20250064
10/28/24	211722	KRONOS INCORPORATED	12312101	\$7,510.05	Telestaff Subscription Renewal
			Check Total	\$1,977.76	
10/28/24	211723	WELLS FARGO FINANCIAL LEASING, INC.	5031462274	\$2,942.16	Copier Leases Oct FY25
			Check Total	\$2,942.16	
10/31/24	211724	A MOREA GROUP LLC	6415	\$1,587.60	NEXUS CENTER - DIRT & HAUL FEES
			Check Total	\$1,587.60	
10/31/24	211725	ARTHRITIS AUTOIMMUNE & ALLERGY	RO MO12716	\$219.92	IHC - VASSEUR RO MO12716
			Check Total	\$219.92	
10/31/24	211726	ATLANTIC SURF CONSTRUCTION AND HOME INSPECTION INC	1236	\$36,344.75	RESIDENTIAL REHAB- 10 LAGUNA FOREST
			Check Total	\$36,344.75	
10/31/24	211727	BAKER & TAYLOR, INC	5019137315	\$159.27	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019137316	\$37.83	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019137324	\$45.05	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019139621	\$55.00	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019141754	\$21.36	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019141755	\$128.34	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019141756	\$32.06	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019141757	\$65.29	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019142146	\$41.29	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019151851	\$150.47	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019151852	\$97.04	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019151990	\$54.59	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019156213	\$23.72	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019156214	\$21.99	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019164528	\$243.19	LIBRARY MATERIALS AND CATALOG SUBSCRPTION

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/31/24	211727	BAKER & TAYLOR, INC	5019164529	\$160.10	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019164549	\$77.78	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019178108	\$169.12	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	5019178109	\$79.72	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
10/31/24	211727	BAKER & TAYLOR, INC	NS24080279	\$3,278.18	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
			Check Total	\$4,941.39	
10/31/24	211728	BUNNELL PHARMACY, INC	RO MO12710	\$21.20	IHC - ██████████ RO MO12710
10/31/24	211728	BUNNELL PHARMACY, INC	RO MO12730	\$29.85	IHC- ██████████ RO MO12730
			Check Total	\$51.05	
10/31/24	211729	CDW GOVERNMENT LLC	AB18T8I	\$692.47	Creative Cloud Software Subscription Prorated
			Check Total	\$692.47	
10/31/24	211730	CHARTER COMMUNICATIONS	165919001100124	\$179.80	2500 PALM COAST PKWY NW 10.1.24-10.31.24
10/31/24	211730	CHARTER COMMUNICATIONS	169368801100124	\$150.00	4601 E MOODY BLVD 10.1.24-10.31.24
			Check Total	\$329.80	
10/31/24	211731	CINTAS CORPORATION	4207393713	\$33.15	UNIFORM RENTALS AND FACILITIES
10/31/24	211731	CINTAS CORPORATION	4207394009	\$10.07	UNIFORM RENTALS-WAREHOUSE
			Check Total	\$43.22	
10/31/24	211732	EAST CENTRAL FL OUTPATIENT IMAGING	RO MO12705	\$1,535.51	IHC - ██████████ RO MO12705
			Check Total	\$1,535.51	
10/31/24	211733	ENVIRONMENTAL CONTROL SYSTEMS INC	29474	\$275.00	PARKS - HIDDEN TRAILS - R/O FLUSH OUT
10/31/24	211733	ENVIRONMENTAL CONTROL SYSTEMS INC	29586	\$1,425.00	PPP - CREEKSIDE FEST - SEPTIC PUMP OUT
			Check Total	\$1,700.00	
10/31/24	211734	FLAGLER CO TAX COLLECTOR	3073469	\$5,577.27	NEGATIVE DISTRIBUTION UNPAID
10/31/24	211734	FLAGLER CO TAX COLLECTOR	3073471	\$321.47	NEGATIVE DISTRIBUTION UNPAID
			Check Total	\$5,898.74	
10/31/24	211735	FLAGLER COUNTY PUBLIC SCHOOL DISTRICT	57021	\$274,500.00	SCH/IMP 09/24
			Check Total	\$274,500.00	
10/31/24	211736	FLAGLER HUMANE SOCIETY INC	1058AB	\$2,449.75	PET FRIENDLY SHELTER STAFFING - HURRICANE MILTON
			Check Total	\$2,449.75	
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	01043-14372 0924	\$1,006.85	WADSWORTH SOCCER LT -2200 E MOODY-9/11/24-10/10/24

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	03688-49469 0924	\$338.13	WADSWORTH SKATE PARK-2200 E MOODY-9/11/24-10/10/24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	07003-08471 0924	\$670.41	FAIRGROUNDS #LS - 160 SAWGRASS - 9/4/24-10/2/24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	13295-01892 0924 1	\$401.07	201 AIRPORT RD # HGRB
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	17227-13276 0924 1	\$628.14	201 AIRPORT RD # VAULT
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	26131-18278 0924	\$965.13	WADSWORTH W SOCCER LT-2200 E MOODY-9/11/24-10/10/2
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	26874-80067 0924	\$860.23	CIVIC CONCESSION - 160 SAWGRASS - 9/4/24-10/2/24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	39675-97109 0924 1	\$183.89	201 AIRPORT RD # LIGHTPOLES
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	42724-62468 0924 1	\$150.53	200 TAXIWAY A #F
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	50788-00983 0924	\$1,686.67	FCRA BALL FIELDS#123 - 650 CR 13 - 9/4/24-10/2/24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	50828-09988 0924	\$185.46	FCRA BASEBALL CONCESSION-650 CR 13 - 9/4/24-10/2/2
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	60028-07961 0924	\$283.06	FCRA SBALL FIELDS #6,7,8 -650 CR 13-9/4/24-10/2/24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	73612-47260 0924	\$773.31	WADSWORTH SCR CONCESS-2200 E MOODY-9/11/24-10/10/2
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	74328-22307 0924	\$1,778.01	CARVER #AC - 203 E DRAIN - 9/6/24-10/4/24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	86323-22320 1024	\$4,888.72	2500 PALM COAST PKWY NW #LIBRARY 9.17.24-10.17.24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	93696-92117 1024	\$462.19	FSCO - 14 PALM HARBOR VILLAGE - 9/18/24-10/18/24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	94625-21015 0924 1	\$666.54	1050 AVIATION DR # ATCT
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	96476-02979 0924 1	\$218.41	201 AIRPORT RD # STREETLIGHTS
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	98404-98217 0924	\$184.40	PED BRIDGE - 6380 E HWY 100 - 9/11/24-10/10/24
10/31/24	211737	FLORIDA POWER & LIGHT COMPANY	99642-72463 0924 1	\$166.83	204 TAXIWAY A #H
			Check Total	\$16,497.98	
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	03925-07869 0924 1	\$92.15	41 OLD MOODY BLVD #BLUET-HGRSW
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	07470-13431 1024	\$133.51	2500 PALM COAST PKWY SW #PUMP 9.17.24-10.17.24
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	10105-51479 0924 1	\$74.81	201 AIRPORT RD # ES
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	12592-00911 0924	\$67.42	MOODY BOAT LAUNCH - 815 MOODY - 9/7/24-10/7/24

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	13163-52549 0924	\$80.12	NOSB #ES 6TN 16 ST - 9/4/24-10/2/24
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	18447-64587 0924	\$78.38	FCRA RESTROOMS - 650 CR 13 - 9/4/24-10/2/24
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	34697-10234 0924	\$93.66	SHOW BARN - 650 CR 13 - 9/4/24-10/2/24
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	43976-81067 0924	\$84.33	FAIRGROUNDS IRRIGATION-160 SAWGRASS-9/4/24-10/2/24
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	45899-08278 0924 1	\$91.47	120 AIRPORT RD STE 2A
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	46026-27020 0924 1	\$69.52	133 OLD MOODY BLVD
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	61379-04931 0924	\$101.82	ST JOHNS CC - 99 E CR 2006 - 9/4/24-10/2/24
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	75853-68025 0924 1	\$74.48	153 OLD MOODY BLVD
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	76810-55310 0924	\$67.18	WADSWORTH #SL - 2200 E MOODY - 9/4/24-10/2/24
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	78966-77429 0924 1	\$119.37	201 AIRPORT RD # ES 1000S 100 N
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	85019-62461 0924 1	\$83.87	202 TAXIWAY A #G
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	86149-11595 0924 1	\$110.88	120 AIRPORT RD # HSN
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	86702-35418 0924 1	\$64.12	41 OLD MOODY BLVD #BEIGET-HGRS
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	87546-48304 0924	\$120.41	ESPANOLA CC - 3570 CR 205 - 9/4/24-10/2/24
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	98533-59595 0924 1	\$61.84	279 OLD MOODY BLVD
10/31/24	211738	FLORIDA POWER & LIGHT COMPANY	99618-07139 1024	\$70.33	HERSCHEL KING -1000 GRADY PRATHER-9/18/24-10/18/24
			Check Total	\$1,739.67	
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	01366-80451 0924	\$27.31	WADSWORTH SCOREBOARD-2200 E MOODY-9/11/24-10/10/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	03888-82060 0924	\$27.98	FAIRGROUNDS #LS - 160 SAWGRASS - 9/4/24-10/2/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	05724-42036 0924	\$27.22	WADSWORTH S SOCCER LT-2200 E MOODY-9/11/24-10/10/2
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	13195-06828 0924 1	\$37.12	201 AIRPORT RD # FUEL FARM
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	20156-99081 0924 1	\$30.70	303 OLD MOODY BLVD # HSE
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	22985-08843 0924	\$35.36	WADSWORTH TENNIS CTS-2200 E MOODY-9/11/24-10/9/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	22995-06879 0924	\$58.42	WADSWORTH RACQUETBALL-2200 E MOODY-9/11/24-10/10/2
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	31007-31375 0924	\$36.89	FCRA FIELD#5 PUMP - 650 CR 13 - 9/4/24-10/2/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	36350-83011 0924 1	\$25.66	5885 E HIGHWAY 100 # GATE

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	45806-91493 0924 1	\$28.66	201 AIRPORT RD # ENTRANCESIGN
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	50781-74520 0924	\$11.10	LANDFILL #OL - 1700 S OLD KINGS - 9/11/24-10/10/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	50998-03925 0924	\$11.82	FCRA #OL - 650 CR 13 - 9/4/24-10/2/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	54157-98148 1024	\$50.44	LEHIGH TRL - 5695 COLBERT - 9/18/24-10/18/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	60038-05998 0924	\$43.33	FCRA SBALL CONCESSION - 650 CR 13 - 9/4/24-10/2/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	74259-57136 0924 1	\$38.05	131 AIRPORT RD # LIFTSTATION
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	78658-98345 0924	\$25.66	FCRA PUMP HOUSE - 650 CR 13 - 9/4/24-10/2/24
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	84309-36099 1024	\$24.04	2500 PALM COAST PKWY NW # LIBRARY-OL 9.17.24-10.17
10/31/24	211739	FLORIDA POWER & LIGHT COMPANY	90600-43370 0924	\$27.23	WADSWORTH #OL - 2200 E MOODY - 9/11/24-10/10/24
			Check Total	\$566.99	
10/31/24	211740	FLORIDA POWER & LIGHT COMPANY- ASSIS	65864-35460	\$185.68	EHEAP- FPL ASSIST ZARGO
			Check Total	\$185.68	
10/31/24	211741	HALIFAX PAVING INC	ITB NO 22-031B APP8	\$97,991.93	CONSTRUCTION OF TERMINAL APRON
10/31/24	211741	HALIFAX PAVING INC	PAY APP 9 RET	\$5,540.22	Contract Withholding: 2022000311
			Check Total	\$103,532.15	
10/31/24	211742	KNIGHT JON BOY INC	393550	\$80.00	Portable Restroom/Sink Rentals
			Check Total	\$80.00	
10/31/24	211743	NORTHEAST FLORIDA REGIONAL COUNCIL	25-006	\$11,020.00	1ST QTR DUES FY24/25
			Check Total	\$11,020.00	
10/31/24	211744	PALM COAST SIGNS & GRAPHICS INC	24-1413	\$375.00	FACILITIES - SIGNS FOR GSB PARKING LOT
			Check Total	\$375.00	
10/31/24	211745	HUDSON, AMY	10668 - HUDSON	\$40.00	10668 - PPP - CAMPING - CANCELLATION
			Check Total	\$40.00	
10/31/24	211746	SARAH E. SPECTOR	101524 TRAVEL REIMB	\$147.14	10 15 24 Travel Reimb Nabors Giblin Seminar
			Check Total	\$147.14	
10/31/24	211747	SEAN SPENCER MOYLAN	101624 TRAVEL REIMB	\$116.14	TRAVEL REIMB - NABORS GIBLIN SEMINAR - MOYLAN
			Check Total	\$116.14	
10/31/24	211748	SECURITY 101 HOLDINGS, LLC	INV50363	\$2,673.02	Addtl Access Control - Courthouse - Proposal 22742
			Check Total	\$2,673.02	
10/31/24	211749	SUZANNE EUBANKS	REM10252024	\$1,069.00	DEPLOYMENT REIMBURSEMENT HELENE/MILTON

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 10/26/24 to 11/01/24**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$1,069.00	
10/31/24	211750	THE FLORIDA UROLOGY CENTER, P.A.	RO MO12706	\$126.76	IHC - [REDACTED] RO MO12706
			Check Total	\$126.76	
10/31/24	211751	WASTE PRO OF FLORIDA INC	0000423116	\$778.00	SITE #068844 RED BARN 20 YD HAUL/DISPOSAL 9.12.24
			Check Total	\$778.00	
			<b>Report Total</b>	<b>\$2,948,223.52</b>	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Pcard Transactions Processed for period 10/26/24 to 11/01/24**

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
10/07/24	AIM HAMMOCK BEACH	TXN00136431	(\$108.70)	TXN00136431 EDO REFUND ON TAX FROM TXN00136324
10/07/24	EB ROGER PYNN GREAT C	TXN00136434	\$55.20	TXN00136434 TDO SEMINAR A.DAVIS
10/07/24	PY FPRA	TXN00136445	\$305.03	TXN00136445 TDO A.DAVIS MEMBERSHIP
10/07/24	EB FUTURE FLAGLER FOR	TXN00136459	\$60.54	TXN00136459 TDO CHAMBER EVENT A. LUKASIK
10/07/24	BUDGET VOICE APP CANVA	TXN00136491	\$9.00	TXN00136491 TDO CANVA VOICE AP
10/14/24	ZORO TOOLS INC	TXN00136508	\$164.49	TXN00136508 - LUBRICANT, RECEPACLE WALL COVERS
10/14/24	AMZN MktP US	TXN00136534	\$58.87	TXN00136534 TDO OFFICE SUPPLIES
10/14/24	CENT HYD - REPAIRS	TXN00136540	\$51.60	TXN00136540 - HYDRAULIC PLUGS REPAIR - TRACTOR 109
10/14/24	DG HARDWARE.	TXN00136549	\$75.22	TXN00136549 - ADHESIVE FOR BOAT, BAR OIL FOR CHAIN
10/14/24	WALMART.COM	TXN00136583	\$44.90	TXN00136583 - BINOCULARS, DISINFECTING WIPES
10/14/24	FLAGLER POWER EQUIPMENT	TXN00136584	\$77.09	TXN00136584 - BAR AND CHAIN OIL HURRICANE MILTON
10/14/24	LEHR	TXN00136595	\$55.35	TXN00136595 - HAVIS FACE PLATE
10/14/24	WALMART.COM	TXN00136597	\$904.89	TXN00136597 - GREASE, LIFE JACKETS, MOP BUCKETS, C
10/14/24	FLAGLER POWER EQUIPMENT	TXN00136598	\$631.42	TXN00136598 - FUEL TANK ASSEMBLY FOR SCAG MOWER
10/14/24	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00136603	\$15.63	TXN00136603 Building Repairs Supplies
10/21/24	LOWE'S HOME CENTERS, LLC	TXN00136651	\$346.26	TXN00136651-LUMBER-INSULATION-HARDWARE- GSB 3RD FL
10/21/24	LOWES #02241	TXN00136656	\$21.97	TXN00136656 - TOILET LIFT CHAIN AND TOILET HANDLE-
10/21/24	AIRGAS - SOUTH	TXN00136657	\$316.26	TXN00136657 - OXYGEN
10/21/24	DISH NETWORK-ONE TIME	TXN00136661	\$289.20	TXN00136661 - PPP - COTTAGE#2 - SEPT & OCT - DISH
10/21/24	DISH NETWORK-ONE TIME	TXN00136662	\$289.20	TXN00136662 - PPP - COTTAGE#1 - SEPT & OCT - DISH
10/21/24	LOWES #02241	TXN00136665	\$164.84	TXN00136665 - DRILL BIT SET & DOOR HANDLE-AG CENTE
10/21/24	DG HARDWARE.	TXN00136667	\$10.09	TXN00136667 - WIRE SPADE, STEEL NIPPLE, COUPLING-F
10/21/24	IN L-TRON CORPORATION IS	TXN00136668	\$660.10	TXN00136668 - COMPUTER MOUNTS
10/21/24	IN JPS INTEROPERABILITY	TXN00136669	\$755.00	TXN00136669 - RADIO CABLES
10/21/24	FERGUSON ENT INC	TXN00136671	\$346.50	TXN00136671 PARTS TO REPAIR BACKFLOW
10/21/24	PANERA BREAD	TXN00136673	\$131.88	TXN00136673 - CAPTAINS TESTING LUNCH
10/21/24	DISH NETWORK-ONE TIME	TXN00136674	\$289.20	TXN00136674 - PPP - COTTAGE#3 - SEPT & OCT - DISH
10/21/24	HAMMOCK HARDWARE	TXN00136675	\$6.58	TXN00136675 - PLUMBING PARTS-HAMMOCK SUBSTATION-FA
10/21/24	CASTLEBRANCH APP	TXN00136678	\$107.24	TXN00136678 - DRUG TEST, FINGERPRINTING (LIBBY)
10/21/24	AIRBUS HELICOPTERS INC	TXN00136679	\$2,469.93	TXN00136679 - FLIGHT FOLLOWING AUGUST 2024
10/21/24	LOWES #02241	TXN00136684	\$286.03	TXN00136684 - UTILITY MAT, WEATHERSTRIP, WEATHERSE
10/21/24	OSCEOLA PLUMBING SUPPLIES AND WELL DRILLING	TXN00136686	\$248.66	TXN00136686 - PLUMBING PARTS FOR BULK WATER STATIO
10/21/24	BT NYRP	TXN00136687	\$691.78	TXN00136687 - PLUMBING PARTS-INMATE FACILITY-FCSO
10/21/24	CITY ELECTRIC SUPPLY INC	TXN00136689	\$68.81	TXN00136689-PVC TAPE-OUTLET TESTER- TRUCK 7831- CO
10/21/24	LOWE'S HOME CENTERS, LLC	TXN00136690	\$22.94	TXN00136690-BATTERIES- DRILL BITS- TRUCK 8800-FACI

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Pcard Transactions Processed for period 10/26/24 to 11/01/24**

<b>Invoice Date</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Net Trans Amt</b>	<b>Description</b>
10/21/24	SQ FLAGLER TIGER BAY CLU	TXN00136696	\$80.00	TXN00136696 TDO CHAMBER MEETING MORGAN & LUKASIK
10/21/24	RENAISSANCE HOTEL AIRP	TXN00136702	\$189.00	TXN00136702 - HOTEL FOR NABORS GIBLIN SEMINAR - SP
10/21/24	LOWES #02241	TXN00136706	\$43.70	TXN00136706 - ELECTRICAL BOX, FLOOD LIGHT & ELECT
10/21/24	SPROUT SOCIAL, INC	TXN00136707	\$399.00	TXN00136707 TDO SPROUT MEMBERSHIP
10/21/24	DG HARDWARE.	TXN00136708	\$1.19	TXN00136708 - FASTENERS-SHERIFFS OPS-FCSO
10/21/24	LOWE'S HOME CENTERS, LLC	TXN00136710	\$22.15	TXN00136710-COMPOSITE SHIMS-SCREWS-LUMBER- ST 41 U
10/21/24	WALMART.COM	TXN00136712	\$193.20	TXN00136712 - MATTRESS TOPPERS, STORAGE CONTAINERS
10/21/24	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00136716	\$35.95	TXN00136716 - TAPE MEASURE & CABLE TIES-TRUCK #202
10/21/24	LOWES #02241	TXN00136722	\$78.66	TXN00136722 - REPLACEMENT MAILBOX - DAMAGED BY DEB
10/21/24	AIRBUS HELICOPTERS INC	TXN00136729	\$1,260.52	TXN00136729 - FLIGHT FOLLOWING SEPT 2024
		<b>Report Total</b>	<b>\$12,226.37</b>	

**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:** November 18, 2024

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

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

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

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

The County is also in the initial stages of extending the project northward from North 7<sup>th</sup> Street to Beverly Beach and 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 "Phase 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

**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 – October 28, 2024
2. Proclamation Declaring a Local State of Emergency – November 4, 2024
3. Proclamation Declaring a Local State of Emergency – November 11, 2024
4. Proclamation Declaring a Local State of Emergency – November 18, 2024

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

**October 28, 2024**

**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 which further eroded the beach, leaving public and private property at critical risk of further damage; and

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

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

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

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

**WHEREAS**, the Army Corps of Engineers has completed the initial installment of the Flagler County Coastal Storm Risk Management Project ("CSRMP Project"), a beach renourishment project stretching from the northern boundary of Gamble Rogers State Park to North 7<sup>th</sup> 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 with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

**WHEREAS**, the County Commission is entering into agreements with landowners 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 28th day of October 2024.

**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: 2024.09.23 10:53:38 -04'00'  
\_\_\_\_\_  
Sean S. Moylan  
Deputy County Attorney

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

**November 4, 2024**

**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 which further eroded the beach, leaving public and private property at critical risk of further damage; and

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

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

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

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

**WHEREAS**, the Army Corps of Engineers has completed the initial installment of the Flagler County Coastal Storm Risk Management Project ("CSRMP Project"), a beach renourishment project stretching from the northern boundary of Gamble Rogers State Park to North 7<sup>th</sup> 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 with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

**WHEREAS**, the County Commission is entering into agreements with landowners 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 4th day of November 2024.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**



Andrew S. Dance, Chair

**CONCURRENCE:**



Heidi Petito  
County Administrator



Digitally signed  
by Jonathan Lord  
Jonathan Lord  
Emergency Management Director

**APPROVED AS TO FORM:**

Sean S. Moylan

Digitally signed by Sean S. Moylan  
Date: 2024.10.21 09:15:42 -0400

Sean S. Moylan  
Deputy County Attorney

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

**November 11, 2024**

**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 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 7<sup>th</sup> 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 with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

**WHEREAS**, the County Commission is entering into agreements with landowners 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 11th day of November 2024.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

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Andrew S. Dance, Chair

**CONCURRENCE:**

  
\_\_\_\_\_  
Heidi Petito  
County Administrator

 Digitally signed  
by Jonathan Lord  
\_\_\_\_\_  
Jonathan Lord  
Emergency Management Director

**APPROVED AS TO FORM:**

Sean S. Moylan Digitally signed by Sean S. Moylan  
Date: 2024.10.21 09:16:10 -0400  
\_\_\_\_\_  
Sean S. Moylan  
Deputy County Attorney

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

**November 18, 2024**

**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

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**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 7<sup>th</sup> 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 with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

**WHEREAS**, the County Commission is entering into agreements with landowners 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

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

**DONE AND ORDERED** in Flagler County, Florida, this 18th day of November 2024.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

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Andrew S. Dance, Chair

**CONCURRENCE:**

  
\_\_\_\_\_  
Heidi Petito  
County Administrator

 Digitally signed  
by Jonathan Lord  
\_\_\_\_\_  
Jonathan Lord  
Emergency Management Director

**APPROVED AS TO FORM:**

Sean S. Moylan Digitally signed by Sean S. Moylan  
Date: 2024.10.21 09:16:35 -04'00'  
\_\_\_\_\_  
Sean S. Moylan  
Deputy County Attorney

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

**SUBJECT:** Approval of FY 2025 State Aid to Libraries Annual Plan of Service.

**DATE OF MEETING:** November 18, 2024

**OVERVIEW/SUMMARY:** The State Aid to Libraries Grant is an annual program administered by the Florida Department of State, Division of Library and Information Services. State Aid is an incentive program designed to assist qualifying counties in providing adequate library services. The Annual Plan of Service for 24/25 is due by December 1, 2024, and includes the goals, objectives and activities supported during FY 24/25. The Library Board of Trustees has reviewed and approved the 24/25 Annual Plan of Service.

**STATEGIC PLAN:**

Goal 3 – Provide an Excellent Customer Experience

Objective EG 3.1: Create and implement best practices for customer interaction within all county departments/divisions.

**FUNDING INFORMATION:** State Aid to Libraries Grant is budgeted in Revenue Account 1001-001-0000-334700-330-00-000-000-334700 and expended in the Library budget. The amount included in the proposed FY 24-25 Budget is \$21,383.

**DEPARTMENT CONTACT:** Holly W. Albanese, Assistant County Administrator 386-313-4078

**RECOMMENDATIONS:** Request the Board approve and sign the FY 2024/25 State Aid to Libraries Annual Plan of Service.

**ATTACHMENTS:**

1. 24/25 Annual Plan of Service
2. State Aid Estimate for FY 2024/2025



# The Flagler County Public Library

## Annual Plan of Service: FY 2024 – 2025

*Approved by the Flagler County Board of County Commissioners:*

\_\_\_\_\_  
*Signature and date*

This is our Annual Plan of Service for Fiscal Year 2024-2025, which is based on the goals and objectives as set forth in the Flagler County Public Library's Long-Range Plan for Fiscal Years 2024-2027.

### Long-Range Plan

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

#### Vision Statement:

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

#### Mission Statement:

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

### Goals for FY 2024 – 2025

<b>Institute the Understanding and Practice of FIRST, the County's Core Values.</b>
<b>Improve Library Service Quality, Effectiveness and Efficiency in Service Delivery</b>
<b>Ensure Positive Customer Experiences</b>
<b>Enhance Employee Engagement</b>
<b>Develop Performance Indicators</b>

**Goal 1: Institute the Understanding and Practice of FIRST, The County's Core Values.** (*Fiscal Accountability, Innovative Solutions, Responsible Growth, Superior Service, and Transparent Government.*)

1.1 Create an on-boarding program for staff.

- By end of December 2025, prepare an on-boarding program for new hires to include four phases (pre-onboarding, building culture, role specific training, transition to full employee)
- New library staff will be trained to work in library departments other than their own to gain a better understanding of library offerings.

1.2 Hold annual staff briefings.

- Meet with staff annually to discuss core values.
- Meet with the library management team quarterly .
- Plan a Staff Development Day 2025 – for staff to interact and learn as a team.

1.3 Build a culture of innovation.

- Continually encourage brainstorming and collaboration, empower staff, hire diverse talent, and facilitate anonymous suggestions.

1.4 Provide fiscally sound, dynamic, and responsive resources, services and programs.

- Communicate with the Friends during their annual budget creation process so it includes funding for library programs, program supplies, and other departmental needs.
- Collaborate with staff of local organizations to provide free classes, workshops, or events.
- Ensure the annual passport facility and staff requirements are completed and all paperwork filed.
- Continually recruit and train volunteers to assist in various library departments.
- Complete all State Aid documents and apply for grants when feasible.

1.5 Build community trust and transparency.

- Publish the annual statistics of service on the library website and social media pages.
- Plan a public meeting to provide a presentation of finances, usage, new services, growth, and to encourage suggestions.
- Continue to post the Library Board of Trustees monthly agenda and minutes and encourage public participation.

## **Goal 2: Improve Library Service Quality, Effectiveness and Efficiency in Service Delivery.**

### 2.1 Evaluate services and implement improvements.

- As the budget allows, and/or with alternative funding sources, add a 2-4 person study booth.
- Look into the feasibility of adding capacity to the HoldIT lockers at the Palm Coast Branch to address capacity issues.
- Design an interior map by the end of fiscal year 2024 to assist customers with material locations.

### 2.2 Ensure timely acquisition, cataloging, and processing of library materials.

- Continue to utilize RDA (resource description and access) toolkit program to implement RDA cataloging standards.
- Continue to cross-train additional library staff on cataloging workflows to expedite the processing of library materials.
- On a continuing basis, correct existing bibliographic records and technical errors and add access points as needed.

### 2.3 Provide up-to-date print and electronic resources and expert assistance.

- Maintain and evaluate use of all collections to include ordering, weeding, and repairing.
- Continually evaluate the use of current online resources to determine effectiveness and identify alternatives, if necessary.
- Continue to provide training to all staff on the use of library subscription-based electronic resources.
- Staff will continually provide research services in-person, over the phone, via email and social media.

### 2.4 Provide outreach services.

- Library staff will continually investigate developing and presenting needed literacy classes at local learning centers, youth centers, and senior centers.
- Expand digital collections to be accessed off-site outside of library hours.
- Youth Services staff will meet, at the beginning of the school year, with local media specialists to build an outreach calendar.
- Youth Services staff will collaborate with Homeschool Cooperatives annually and schedule classes for students.
- Provide additional youth programming in under-served areas of the county.
- Continue to use the Food for Fines program items and donation materials for the "Food for Thought" kiosk program; promoting the library and literacy in under-served areas of the county.

- Staff will annually collaborate with Flagler County Senior Services to provide identified needed services at the congregate meal site.

#### 2.5 Promote library classes, resources, and services.

- Staff will continue to prepare in-house flyers and brochures for all services, classes, workshops, and events.
- Library staff will continually promote and advertise all resources, services, and programs through local newspapers, county press releases, local radio stations, library website, and social media pages.
- Library staff will collaborate with the Friends of the Library on a continual basis to send their membership updates on social media and via email.
- In 2024, evaluate and implement other social media platforms to connect with our digital users.
- By the end of 2024, create a new logo to be used in various marketing and promotional materials for the Flagler County Public Library system.

### **Goal 3: Ensure Positive Customer Experiences**

#### 3.1 Establish and implement an ongoing Customer Service Training Program.

- Continually evaluate service standards, including wait times and “getting to yes” practices.
- Define customer service measurables and create a scorecard.

#### 3.2 Create an on-boarding experience for new customers.

- Review available ILS (Integrated Library System) updates for new features and update as necessary.
- Continue to review and update the library welcome packet for new customers as needed.
- As time allows, investigate creating “how to” videos for various library resources to be posted on the library social media.

#### 3.3 Deliver experiences that offer the opportunity for the community to interact, create, and learn.

- Youth Services staff will continue to provide monthly engaging and innovative programs for tweens and teens that encourage STEAM (Science, Technology, Engineering, Arts, and Math) related skills.
- Youth Services staff will continue to provide weekly story classes and baby classes to help build listening skills through creative play; and a foundation for subsequent reading and writing skills to expand vocabulary and stimulate brain development.
- Youth Services staff will continue monthly Boy’s and Girl’s Book Clubs to foster literary discussion and promote socialization around reading.

- Youth Services staff will continue to collaborate with the Flagler Humane Society to provide weekly PAWS to Read classes for beginning readers.
- Youth Services staff will plan and implement a “Sound Garden” at the Palm Coast Branch Library using grant funding and Friends of the Library donations.
- Youth Services staff will continue to host monthly multigenerational Family Builder Lab programs that incorporate play engineering systems (Legos, Strawbees, Brainflakes, etc); participants acquire the ability for abstract thought/symbolic representation and an understanding of rules – all of which are fundamental for linguistic processing.
- Youth Services staff will continue to work with the City of Palm Coast to provide a “Story Walk” in Linear park. The “Story Walk” will change monthly and promotes literacy, reading, health, exercise, and movement.
- Youth Services will continue to offer a Dungeons & Dragons/Tabletop game night; where teens can learn how to play new games while learning about math, probability, and risk assessment in a fun creative space.
- Continue to offer educational and entertaining summer reading workshops and events for all ages.
- Library staff will continue to offer classes, workshops, and events annually that are multigenerational and promote critical thinking and reading comprehension.
- Library Staff will continue to present a book fair, showcasing local authors and their works.
- Re-evaluate the possibility of hosting Spring-Fling, an event that highlights community partners and showcases their services to the public.
- By the end of 2023, the Palm Coast Library will host a Veterans Resource Fair to highlight community partners and their services available to veterans.
- Library staff will continue to expand adult literacy initiatives through collaboration with various local organizations to provide educational or informational classes and workshops.
- Continue to host monthly movie showings to encourage all-ages library engagement through the selection of Box Office hits, educational documentaries, and book-to-movie screenings.
- Research staff will continue to utilize the mobile laptop lab to provide instructional classes and workshops to promote adult digital literacy.
- Continue collaborating with the Flagler County Extension Master gardeners to provide monthly plant clinics.
- In January 2025, begin the planning process for a new community amphitheater to be located on the west side of the Nexus Center.

### 3.4 Improve and enhance technology.

- Collaborate with the Flagler County Innovation Department to ensure all current computer hardware, software, and peripherals are working effectively as well as to plan for replacements.
- Evaluate the feasibility of replacing the meeting room projector/screen with a modern widescreen setup, more suitable for displaying current movies and presentations.
- Library staff will continue to update the library website and events calendar as-needed to ensure information is accurate.
- Library staff will continuously create content to share on social media.

### 3.5 Provide safe, clean and inviting facilities.

- Evaluate any renovation needs for library facilities and add them to the Capital Improvement Plan if the need is determined.
- Ensure carpet/floors are cleaned twice a year and upholstery is cleaned as necessary.
- Library staff will continuously ensure the buildings and sidewalks are cleaned and properly maintained.
- By the end of fiscal year 2025, complete construction on the Nexus Center.
- Evaluate the feasibility of providing food/drink vending service at the Palm Coast Branch.

### 3.6 Create collections to support community priorities and needs.

- Continually evaluate the need for reference material in print format, reduce if needed and replace with digital access.
- Develop the collection through use of various professional publications, online resources, and staff/public suggestions to purchase.
- Continue to systematically cull items from the collection to make the best use of space, to provide current accurate information and quality library materials.
- Annually review the Automatically Yours Program and adjust quantities and author selection based on customer demand and as budget allows.
- Youth Services staff will review summer reading lists by April 2025 and purchase materials in various formats to support the local schools.

### 3.7 Annually review and update as needed all planning and policy documents.

- Per the Library Policy Schedule, prepare revisions for review and present at the next monthly Board of Trustees meeting.
- Maintain policy of providing open access to all materials, displays, and programs.

## **Goal 4: Enhance Employee Engagement.**

### 4.1 Build Trust.

- Management staff will solicit feedback on a continuous basis via surveys and meetings.
- Encourage Professional development and growth.

### 4.2 Empower employees to be brand ambassadors of the Flagler County Public Library.

- Create “Talking Points” and other tools by the end of 2024 for staff to use to engage the community.
- Evaluate the feasibility of procuring some team apparel to encourage participation in brand building; purchase if budget allows or with alternative funding such as the Friends of the Library.

### 4.3 Provide staff training and continued educational opportunities.

- Hold bi-monthly Passport Team meetings to keep staff apprised of updated procedures and to share experiences/ideas.
- Staff will take advantage of training opportunities through local multi-type cooperatives and other professional organizations.
- Provide all staff opportunities to attend annual state and national conferences.

## **Goal 5: Develop Performance Indicators.**

### 5.1 Gather customer data about the library.

- Update the “Library User Survey” and annually distribute to customers in-person, through social media, and the library website – review results and adjust library policies and procedures as necessary.
- By the end of 2024, create and provide short feedback forms at all classes, workshops, or events to improve quality of future programming.
- By the end of 2024, implement an anonymous suggestion box to allow for comments about library staff, facilities, services, or programs.

### 5.2 Return on Investment.

- Gather monthly usage statistics and report to the Library Board of Trustees.
- Prepare an annual report of usage statistics to share on the website and social media.
- Prepare a monthly report for the County Administrator as part of the updates to the Board of County Commissioner’s.
- Prepare the State Aid annual statistics sheets by December 1<sup>st</sup>.
- Gather the monthly “you saved” totals provided by the Polaris ILS and share this data with the public through the website and social media.

<b>Estimated State Aid to Libraries awards for SFY 2024-2025</b>			
<b>County Library Systems</b>	<b>Operating Grant</b>	<b>Equalization Grant</b>	<b>Total Grant</b>
Alachua County	\$ 264,231	N/A	\$ 264,231
Baker County	\$ 2,510	\$ 44,367	\$ 46,877
Bay County	\$ 37,525	N/A	\$ 37,525
Bradford County	\$ 6,135	\$ 217,064	\$ 223,199
Brevard County	\$ 290,049	N/A	\$ 290,049
Broward County	\$ 1,006,350	N/A	\$ 1,006,350
Calhoun County	\$ 6,229	\$ 222,481	\$ 228,710
Charlotte County	\$ 67,647	N/A	\$ 67,647
Citrus County	\$ 51,177	N/A	\$ 51,177
Clay County	\$ 50,875	N/A	\$ 50,875
Collier County	\$ 131,236	N/A	\$ 131,236
Columbia County	\$ 17,830	\$ 451,100	\$ 468,930
Desoto County	\$ 4,412	\$ 77,069	\$ 81,481
Dixie County	\$ 3,041	\$ 108,376	\$ 111,417
Duval County	\$ 578,453	N/A	\$ 578,453
Escambia County	\$ 87,406	N/A	\$ 87,406
Flagler County	\$ 21,383	N/A	\$ 21,383
Franklin County	\$ 4,241	\$ 73,555	\$ 77,796
Gadsden County	\$ 8,303	\$ 291,016	\$ 299,319
Gilchrist County	\$ 2,915	\$ 51,663	\$ 54,578
Glades County	\$ 1,154	\$ 20,526	\$ 21,680
Gulf County	\$ 2,619	\$ 45,422	\$ 48,041
Hamilton County	\$ 7,884	\$ 279,588	\$ 287,472
Hardee County	\$ 2,625	\$ 45,904	\$ 48,529
Hendry County	\$ 8,711	\$ 149,941	\$ 158,652
Hernando County	\$ 40,495	\$ 451,100	\$ 491,595
Highlands County	\$ 12,425	\$ 204,468	\$ 216,893
Hillsborough County	\$ 722,850	N/A	\$ 722,850
Holmes County	\$ 1,633	\$ 29,181	\$ 30,814
Indian River County	\$ 59,650	N/A	\$ 59,650
Jackson County	\$ 5,881	\$ 103,030	\$ 108,911
Jefferson County	\$ 6,857	\$ 243,433	\$ 250,290
Lafayette County	\$ 1,848	\$ 66,167	\$ 68,015
Lake County	\$ 145,747	N/A	\$ 145,747
Lee County	\$ 470,938	N/A	\$ 470,938
Leon County	\$ 94,977	N/A	\$ 94,977
Levy County	\$ 3,926	\$ 68,249	\$ 72,175
Liberty County	\$ 1,275	\$ 45,642	\$ 46,917

Madison County	\$ 7,687	\$ 272,810	\$ 280,497
Manatee County	\$ 150,150	N/A	\$ 150,150
Marion County	\$ 111,032	N/A	\$ 111,032
Martin County	\$ 67,024	N/A	\$ 67,024
Miami-Dade County	\$ 1,179,505	N/A	\$ 1,179,505
Monroe County	\$ 78,225	N/A	\$ 78,225
Nassau County	\$ 24,337	N/A	\$ 24,337
Okaloosa County	\$ 69,101	N/A	\$ 69,101
Okeechobee County	\$ 8,032	\$ 138,141	\$ 146,173
Orange County	\$ 628,997	N/A	\$ 628,997
Osceola County	\$ 105,704	N/A	\$ 105,704
Palm Beach County	\$ 779,813	N/A	\$ 779,813
Pasco County	\$ 120,938	N/A	\$ 120,938
Pinellas County	\$ 502,659	N/A	\$ 502,659
Polk County	\$ 214,719	N/A	\$ 214,719
Putnam County	\$ 9,638	\$ 160,558	\$ 170,196
Saint Johns County	\$ 87,898	N/A	\$ 87,898
Saint Lucie County	\$ 81,807	N/A	\$ 81,807
Santa Rosa County	\$ 37,751	N/A	\$ 37,751
Sarasota County	\$ 202,480	N/A	\$ 202,480
Seminole County	\$ 118,404	N/A	\$ 118,404
Sumter County	\$ 45,255	N/A	\$ 45,255
Suwannee County	\$ 19,467	\$ 451,100	\$ 470,567
Taylor County	\$ 3,147	\$ 55,281	\$ 58,428
Union County	\$ 2,661	\$ 95,236	\$ 97,897
Volusia County	\$ 285,394	N/A	\$ 285,394
Wakulla County	\$ 5,189	\$ 91,033	\$ 96,222
Walton County	\$ 22,825	N/A	\$ 22,825
Washington County	\$ 6,968	\$ 246,904	\$ 253,872
Municipal Library Systems			
Altamonte Springs	\$ 7,128		\$ 7,128
Apalachicola	\$ 2,152		\$ 2,152
Boynton Beach	\$ 38,280		\$ 38,280
Delray Beach	\$ 32,303		\$ 32,303
Fort Myers Beach	\$ 20,756		\$ 20,756
Hialeah	\$ 27,898		\$ 27,898
Lake Park	\$ 5,591		\$ 5,591
Lake Worth Beach	\$ 9,423		\$ 9,423
Lantana	\$ 3,717		\$ 3,717
Maitland	\$ 11,191		\$ 11,191

New Port Richey	\$	14,261		\$	14,261	
North Miami	\$	16,086		\$	16,086	
North Miami Beach	\$	20,082		\$	20,082	
North Palm Beach	\$	16,087		\$	16,087	
Oakland Park	\$	13,214		\$	13,214	
Riviera Beach	\$	12,824		\$	12,824	
Sanibel	\$	27,224		\$	27,224	
West Palm Beach	\$	72,273		\$	72,273	
Wilton Manors	\$	10,975		\$	10,975	
Winter Park	\$	38,561		\$	38,561	
Total	\$	9,610,276	\$	4,800,405	\$	14,410,681
Multicounty Cooperative Grants						
Heartland Library Cooperative				\$	450,000	
New River Public Library Cooperative				\$	329,975	
Northwest Regional Library System				\$	350,000	
PAL Public Library Cooperative				\$	350,000	
Panhandle Public Library Cooperative System				\$	347,215	
Suwannee River Regional Library System				\$	350,000	
Three Rivers Regional Library System				\$	366,201	
Wilderness Coast Public Libraries				\$	350,000	
Total				\$	2,893,391	
Grand Total				\$	17,304,072	

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

**SUBJECT:** Letter of Agreement (LOA) with UnitedHealthcare of Florida, Inc. to Distribute Funds to Flagler County Fire Rescue for the Pre-hospital 911 Transport of Medicaid Patients.

**DATE OF MEETING:** November 18, 2024

**OVERVIEW/SUMMARY:** UnitedHealthcare of Florida, Inc. has been awarded a contract by the Agency for Healthcare Administration (AHCA) to deliver managed care services to Medicaid enrollees in Flagler County. These managed care services include the pre-hospital 911 transport services provided by a government owned EMS provider. As the sole provider of pre-hospital 911 EMS transport services, Flagler County Fire Rescue is eligible to receive these funds.

As part of the LOA, Flagler County Fire Rescue will make emergency medical services available to individuals enrolled in UnitedHealthcare of Florida, Inc. Medicaid. This LOA authorizes UnitedHealthcare of Florida, Inc. to direct payments to Flagler County for the provision of these services.

**STRATEGIC PLAN:**

- **Goal 3:** Improve Public Safety Response and Service Delivery Capabilities
  - **Objective PHS 3.3:** Protect life, property and the environment from the effects of fire, medical emergencies, disasters and hazardous materials accidents to current and expanding service delivery areas.

**DEPARTMENT CONTACT:** Michael Tucker, Fire Chief (386-313-4255)

**FUNDING INFORMATION:** No funding required for this initiative.

**RECOMMENDATIONS:** Authorize the Chair to execute the letter of agreement with UnitedHealthcare of Florida, Inc. to receive funds.

**ATTACHMENTS:**

1. Letter of Agreement with UnitedHealthcare of Florida, Inc.

## Letter of Agreement

This Letter of Agreement (“LOA”) is made and entered into on the 27th day of September by and between **Flagler County by and through its Fire Rescue Department** (Government Owned Emergency Medical Service (EMS) Provider) and **UnitedHealthcare of Florida, Inc.** (Medicaid Managed Care Organization (MCO)) (herein referred to collectively as “Parties”).

WHEREAS, the Medicaid MCO has been awarded a contract by the Agency for Health Care Administration (AHCA) to deliver managed care services to Medicaid enrollees under an 1115 Managed Medical Assistance Waiver (the “Waiver”) in Region B, which includes Flagler County where Government Owned EMS Provider is located and/or operates;

WHEREAS, AHCA has approved the Government Owned EMS Provider as a qualifying entity and provides out of network emergency medical services to MCO enrollees in Region B on an as needed basis, when the transport and treatment is appropriate; and

WHEREAS, the Centers for Medicare and Medicaid Services (“CMS”) approved section 438.6 directed payments based on the establishment of a uniform increase to be paid to qualifying Government Owned EMS Providers for the provision of emergency medical services to Medicaid eligible persons enrolled in managed care organizations pursuant to the Waiver, which includes the Medicaid MCO.

NOW THEREFORE, Government Owned EMS Provider and the Medicaid MCO do hereby agree to the following:

1. Government Owned EMS Provider agrees to make emergency medical services available to MCO’s Medicaid enrollees on an as needed basis, when the transport and treatment is appropriate.
2. Medicaid MCO shall receive per member per month section 438.6 directed payments for care and treatment provided by the Government Owned EMS Provider, which the Medicaid MCO shall timely remit to the Government Owned EMS Provider in accordance with AHCA’s contractual requirements.
3. Contact information for the parties is as follows:

Name: Michael Tucker

Name: Debra Sikes

Title: Fire Rescue Chief

Title: Vice-President Network Programs

Phone: 386-313-4001

Phone: 952-202-8943

Email: mtucker@flaglercounty.gov

Email: Debra\_Sikes@uhc.com

4. The Parties agree any modification to the LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
5. This LOA is effective beginning on July 1, 2024, and will continue until UnitedHealthcare of Florida exits the state Medicaid program, or until the termination of section 438.6 directed payments, whichever occurs first.

IN WITNESS WHEREOF, the Parties have duly executed this LOA on the day and year above first written. Each party represents that: (i) it has the authority to enter into this Agreement; and (ii) that the individual signing this Agreement on its behalf is authorized to do so.

**GOVERNMENT OWNED EMERGENCY MEDICAL SERVICES PROVIDER**

Andrew S. Dance, Chair of the Flagler County Board of County Commissioners

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NAME & TITLE OF AUTHORIZED INDIVIDUAL

---

SIGNATURE OF AUTHORIZED INDIVIDUAL

---

DATE

**MEDICAID MANAGED CARE ORGANIZATION**

---

Debra Sikes-Vice President Network Programs

---

SIGNATURE

---

DATE

*SSM*

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

**SUBJECT:** Consider Resolution Modifying and Increasing Special Events Fees, Training Fees, and Transport Fees Charged by EMS and Fire Rescue.

**DATE OF MEETING:** November 18, 2024

**OVERVIEW/SUMMARY:** Flagler County Fire Rescue seeks to adjust current fees. Flagler County Fire Rescue performed a study of surrounding counties transport and special events fees. Flagler County Fire Rescue examined fees charged around the state of Florida from accredited departments, institutions, and schools that offered Fire Officer 1, Technical Rescue, and other fire certifications. Flagler County Fire Rescue seeks to institute a fees schedule for training classes/certifications.

**Transport Fees:** The resolution was adjusted in 2008 (Information on transport fees is not available previous this date). It was last adjusted in 2017 after a study of 9 surrounding counties including Flagler fees. In 2024, Fire Rescue conducted a study of surrounding transport agencies and determined a competitive fee for transport.

**Special Events Fees:** The resolution was ratified in 2008 and has not been revisited since. Another study of surrounding agencies was conducted, and a CPI adjustment was noted in the document below. Fire Rescue asks for consideration to increase these fees to a reasonable amount.

**Fire Training Fees:** Flagler County Fire Rescue has offered classes to outside agencies at no charge historically. A study of training classes to obtain Fire Officer 1, Technical Rescue, and Live Fire Training Instructor certifications was conducted from the Florida Fire College Training T List email document. Flagler County Fire Rescue has offered a CPR Healthcare Provider Certification at no cost to the public. A fee has been established for this certification, as well as other healthcare certifications.

The T List [https://floridafiretraining.org/fftda\\_membership/fftda/images/TList.pdf](https://floridafiretraining.org/fftda_membership/fftda/images/TList.pdf) is emailed monthly with fire department and college offerings for the certifications noted above. Flagler County Fire Rescue has the necessary member/training facility certification to conduct these trainings in an environment that is conducive to learning.

**STRATEGIC PLAN:** Goal 1- Maintain Financial Stability EG 1.1.1 Prioritize support and flexibility within budget to successfully navigate unforeseen expenses within a given fiscal year.

**FUNDING INFORMATION:** The increased revenues will continue to offset the expenditures of the Fire Rescue Department.

**DEPARTMENT CONTACT:** Michael Tucker, Fire Chief  
Daniel VanDeusen, Battalion Chief of Administration

**RECOMMENDATIONS:** Request the Board approve the Resolution modification and increase of fees for Fire Rescue services and EMS.

**ATTACHMENTS:**

1. Fire Administration Memo & Study of Fees
2. Updated Fees Shown in Redline
3. Resolution Updating Fire Rescue Fees

10/18/2024 Requested by Fire Rescue

11/06/2024 Approved by Financial Services Director E. John Brower BE

**Fire & Rescue**  
 1769 E. Moody Blvd Bldg 3  
 Bunnell, FL 32110



[www.flaglercounty.gov](http://www.flaglercounty.gov)  
 Phone: (386)313-4001  
 Fax: (386)313-4101

TO: Flagler County Board of County Commissioners  
 FROM: Daniel VanDeusen, Battalion Chief - Administration  
 SUBJECT: Consideration of Ratification of Resolutions.  
 DATE: November 4th, 2024

This memo serves to document the request for ratification of several items for Flagler County Fire Rescue. These items include increases to Special Events Fees and Transport Fees. Also, a resolution for additional Fire Rescue Training Fees to Flagler County's Fees Schedule is requesting ratification.

Item 1: Request for increase in Special Events fees. This fee is charged to private parties which need or wish to have Fire Rescues presence at events. These events range in size and complexity. Special Events fees were last increased in 2017 and since then the economy has dramatically changed. The cost of apparatus and personnel salary to staff these events has increased substantially due to economic changes. With this new information, Fire Rescue has requested the increase to Special Events Fees.

Item 2: Request for increase in Transport Fees. This fee is charged to anyone who is transported to the hospital in a Flagler County ambulance. A study was performed by Change Healthcare that examined Transport Fees for surrounding agencies. Another study was performed by Fire Rescue Administration of the fees in Volusia, St. Johns, and Putnam in 2024. These studies provided information to support a marginal but necessary increase in Transport Fees.

Item 3: Request to institute Fire Training Fees. The fee relates to state certification of fire related classes. Flagler County Fire Rescue currently offers at no cost classes for Florida Urban Search and Rescue, Fire Officer, Live Fire Training Instructor, and several others. A study was performed of various institutes that offer these classes by Fire Rescue Administration. The fees were determined from that study.

Additional details of the study have been composed into a document and submitted with these requests.

**Andy Dance**  
 District 1

**Greg Hansen**  
 District 2

**David Sullivan**  
 District 3

**Leann Pennington**  
 District 4

**Donald O'Brien Jr.**  
 District 5

Special Events Fee Schedule – last adjusted in 2008. 2008-2023 37.4% CPI/Inflation

Fire Event Fees	Previous – 2008	Firefighter	Minimum charge
Personnel	\$25.00/hr	\$35.00/hr	\$300.00 minimum charge for personnel and equipment(\$275.60)
Equipment Cost	\$65.00/hr	\$90.00/hr(\$89.31)	
Inspection Fees	\$45.00	45.00 - No change	\$200.00 – 2008

Rescue Event Fees	Previous - 2008	Dollar amount	Minimum charge
Personnel	\$25.00/hr	\$35.00/hour	\$300.00 minimum charge for personnel and equipment(\$275.60)
Equipment Cost	\$35.00/hr	\$50.00/hr(\$48.09)	
			\$200.00 - 2008

Average OT rate for operational staff(lieutenant and firefighter) - \$34.38

Putnam

Engine with 2 people BLS 105/hr 2 hr minimum. 1hr prior/after for setup/breakdown

Ambulance with 2 people ALS 105/hr 2 hr minimum. 1 hr prior/after for setup/breakdown

St Johns

Engine with 3 FF 301/hr

Ambulance with 2 paramedic 165/hr

Incident Commander with staff vehicle 93/hr

1 FF 44/hr

Tanker with 1 FF 170/hr

Volusia

Unable to locate any fees schedule

## All information obtained from Florida T-List

[https://floridafiretraining.org/fftda\\_membership/fftda/images/TList.pdf](https://floridafiretraining.org/fftda_membership/fftda/images/TList.pdf)

Live fire training instructor	(40 hr)
Citrus	\$220
Coral Springs	\$325(\$35 App fee, \$40 facility fee, \$250 tuition)
St Petersburg College	\$310.50
Valencia	\$359 consortium fee, \$450 fee

Live fire training instructor refresher	(8hr)
Citrus	\$50

Technical Rescue –Florida Urban Search and Rescue approved courses

### **Structural Collapse** – operations level

Coral Springs \$35 app fee, \$40 Facility fee, \$485 tuition

### **Rope Rescue** – operations level

Coral Springs \$35 app fee, \$40 facility fee, \$390 tuition

Coral Springs tech level \$35 app fee, \$40 facility fee, \$390 tuition

Valencia tech level \$405 consortium fee, \$505 fee

### **Vehicle Mechanical Rescue** – operations level

Coral Springs \$35 app fee, \$40 facility fee, \$475 tuition

Valencia member \$520, non-member \$650

### **Confined Space** – operations level

Coral Springs \$35 app fee, \$40 facility fee, \$225 tuition

Coral Springs tech level \$35 app fee, \$40 facility fee, \$175 tuition

### **Trench Rescue** – operations level

Coral Springs \$35 app fee, \$40 facility fee, \$265 tuition

Coral Springs tech level \$35 app fee, \$40 facility fee, \$175

### **Hydraulics**

Coral Springs \$35 app fee, \$40 facility fee, \$210 tuition

St Pete College \$275

### **Apparatus Operations**

Coral Springs \$35 app fee, \$40 facility fee, \$250 tuition

St Pete College \$310

### **Marion Technical College - \$20 app fee**

Confined Space ops/tech \$533.48

Trench ops \$543.75

VMR ops \$579.72 tech \$579.72

Ropes ops \$466.69 tech \$466.72

Structural collapse \$579.72 tech 1756.00

LFTI- \$307.84

Refresher - \$114.59

Interlocal Agreements – Educational Purposes?

Transport fees were last increased in 6/2018

Rate Comparison of surrounding counties gathered by Change Healthcare - 2/2022

<b>Rate Comparison</b>				
	<u>Client A</u>	<u>Client B</u>	<u>Client C</u>	<u>Flagler</u>
<u>BLS</u>	\$600.00	\$713.00	\$550.00	\$584.40
<u>ALS</u>	\$650.00	\$765.00	\$635.00	\$690.00
<u>ALS2</u>	\$750.00	\$838.00	\$740.00	\$781.32
<u>Mileage</u>	\$12.00	\$12.00	\$10.00	\$11.00

**Rate Comparison for St Johns, Volusia, and Putnam Counties 2023**

	Putnam	St Johns	Volusia	Flagler Current	Flagler New
BLS	\$525.00	\$600.00	\$623.00	\$584.40	\$600.00
ALS	\$575.00	\$700.00	\$740.00	\$690.00	\$700.00
ALS2	\$775.00	\$800.00	\$1,071.00	\$781.32	\$800.00
Mileage	\$13.21/mile	\$14.00/mile	\$14.00/mile	\$11.00/mile	\$14.00/mile

**Putnam FY24**

BLS base charge non-emergency transport \$525.00

ALS base charge non-emergency transport \$550.00

Specialty care transport \$975.00

**St Johns FY24**

Only noted charged are noted in chart above

**Volusia County EMS Rates 1/1/23-12/31/23**

BLS non-emergency \$390.00

ALS non-emergency \$468.00

Specialty Care Transport \$1265.00

Oxygen \$30.00

	Putnam	St Johns	Volusia	Flagler	Flagler
BLS non	x		x	x	
BLS	x	x	x	x	
ALS non	x		x	x	
ALS	x	x	x	x	
ALS2	x	x	x	x	
Mileage	x	x	x	x	
Specialty Care Transport	x		x		
Oxygen			x	x	

## Flagler County Fire Rescue Fees Schedule

## Transport Fees

Description	Cost
ALS1 EMERGENCY	\$700.00 <u>prev. \$690.00</u>
ALS1 NON-EMERGENCY	\$590.00
ALS2 EMERGENCY	\$800.00 <u>prev. \$781.32</u>
BLS EMERGENCY	\$600.00 <u>prev. \$584.40</u>
BLS NON-EMERGENCY	\$550.00
LOADED MILES	\$14.00 <u>prev. \$11.00/mile</u>
HELICOPTER	\$9700.00
HELICOPTER MILEAGE	\$101.00
BACK BOARD OUT OF COUNTY	\$250.00
KED OUT OF COUNTY	\$250.00
TRACTION SPLINT	\$250.00
VEHICLE EXTRICATION	\$400.00

## Fire Training Fees

	Fire Officer I	
<u>Company Officer Fire Service Course Design</u>	45 hours	\$135.00
Fire Service Course Delivery	45 hours	\$135.00
Building Construction	45 hours	\$135.00
Strategies and Tactics I	45 hours	\$135.00

	Fire Officer II	
Fire Service Course Design	45 hours	\$135.00
Fire Prevention Practices	45 hours	\$135.00
Fire Protection Systems I	45 hours	\$135.00
Strategies and Tactics II	45 hours	\$135.00

	Fire Officer III	
<u>Analytical Approaches</u>	<u>45 hours</u>	<u>\$135.00</u>
<u>Chief Officer</u>	<u>60 hours</u>	<u>\$135.00</u>
<u>Ethical and Legal Issues</u>	<u>45 hours</u>	<u>\$135.00</u>

	Fire Officer IV	
<u>Quantitative Analysis</u>	<u>45 hours</u>	<u>\$135.00</u>
<u>Strategic Planning</u>	<u>45 hours</u>	<u>\$135.00</u>
<u>Personnel Management</u>	<u>45 hours</u>	<u>\$135.00</u>
<u>Community Risk Reduction</u>	<u>45 hours</u>	<u>\$135.00</u>

	<u>Pump Operator</u>	
Fire Apparatus Operations	45 hours	\$250.00
Fire Service Hydraulics	45 hours	\$275.00

	<u>Aerial Operations</u>	
<u>Aerial Operations</u>	45 hours	\$250.00

	<u>Live Fire Training Instructor</u>	
<u>Live Fire Training Instructor</u>	405 hours	\$275.00
<u>Lie Fire Training Instructor Refresher</u>	8 hours	\$75.00

	<u>Technical Rescue (FL USAR)</u>	
<u>USAR Rope Rescue Operations</u>	405 hours	\$500.00
<u>USAR Rope Rescue Technician</u>	405 hours	\$500.00
<u>USAR Confined Space Operations and Technician</u>	405 hours	\$500.00
<u>USAR Vehicle Machinery Rescue Operations</u>	405 hours	\$600.00
<u>USAR Vehicle Machinery Rescue Technician</u>	40 hours	\$600.00
<u>USAR Trench Rescue Operations and Technician</u>	405 hours	\$600.00
<u>USAR Structural Collapse Operations</u>	40 hours	Not offered
<u>USAR Structural Collapse Technician</u>	40 hours	Not offered

	<u>Safety Officer</u>	
<u>Incident Safety Officer</u>	45 hours	\$250.00
<u>Health and Safety Officer</u>	45 hours	\$275.00

	<u>Fire and Life Safety Educator</u>	
<u>Fire and Life Safety Education I</u>	45 hours	\$250.00
<u>Fire and Life Safety Education II</u>	45 hours	\$275.00

Emergency Medical Training

Advanced Cardiac Life Support	16 hours	\$275.00

Advanced Cardiac Life Support Refresher	8 hours	\$150.00
Advanced Cardiac Life Support Instructor	8 hours	\$125.00
Pre-Hospital Trauma Life Support	16 hours	\$175.00
Pre-Hospital Trauma Life Support Refresher	8 hours	\$120.00
Basic Life Support Healthcare Provider	4 hours	\$50.00

#### Fire Facility Use

Classroom <a href="#">(Small)</a> Rental Fee	\$32.00/hour
<a href="#">Classroom (Large) Rental Fee</a>	<a href="#">\$64.00/hour</a>
Classroom <a href="#">(Small)</a> Rental Fee(Daily)	\$180.00/day
<a href="#">Classroom (Large) Rental Fee(Daily)</a>	<a href="#">\$360.00/day</a>
Classroom <a href="#">(Small)</a> Rental Fee(Weekly)	\$875.00/week
<a href="#">Classroom (Large) Rental Fee (Weekly)</a>	<a href="#">\$1,750/week</a>
Fire Training Tower	\$150.00/hour
Fire Training Tower Instructor	\$35.00/hour

#### Training Application Fee

Training Application Fee	\$30.00 one time
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#### [Special Events Fees](#)

<a href="#">Fire Event Fees</a>	<a href="#">Previous – 2008</a>	<a href="#">Proposed rate</a>	<a href="#">Minimum charge</a>
<a href="#">Personnel Firefighter</a>	<a href="#">\$25.00/hr</a>	<a href="#">\$35.00/hr</a>	<a href="#">\$300.00 minimum charge for personnel and equipment(\$275.60)</a>
<a href="#">Equipment Cost</a>	<a href="#">\$65.00/hr</a>	<a href="#">\$90.00/hr(\$89.31)</a>	

<a href="#">Rescue Event Fees</a>	<a href="#">Previous - 2008</a>	<a href="#">Proposed rate</a>	<a href="#">Minimum charge</a>
<a href="#">Personnel</a>	<a href="#">\$25.00/hr</a>	<a href="#">\$35.00/hour</a>	<a href="#">\$300.00 minimum charge for personnel and equipment(\$275.60)</a>
<a href="#">Equipment Cost</a>	<a href="#">\$35.00/hr</a>	<a href="#">\$50.00/hr(\$48.09)</a>	

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There was a \$200.00 minimum rate in 2008 for Special Events.

**RESOLUTION NO. 2024 - \_\_****A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, INCREASING CERTAIN EXISTING FEES AND ESTABLISHING CERTAIN FEES FOR SERVICES PROVIDED BY THE FIRE RESCUE DEPARTMENT; REPLACING ANY CONFLICTING RESOLUTION; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners previously established fees to be charged in connection with transportation via Flagler County Fire Rescue ambulance; and

**WHEREAS**, Flagler County Fire Rescue has historically provided training opportunities to outside agencies and the public at no cost; and

**WHEREAS**, due to increased fuel, labor, apparatus, and other costs, the Board of County Commissioners finds it necessary to increase the rates charged by Flagler County Fire Rescue relative to special events and transport and to adopt fees for fire training provided by Flagler County Fire Rescue; and

**WHEREAS**, Flagler County Fire Rescue has performed an analysis of the fees for special events, transport, and fire training charged by similarly situated fire departments and have adjusted or set the fees set forth in Schedule A based on that analysis; and

**WHEREAS**, the Board of County Commissioners finds that there is a reasonable connection and a rational basis between the rates imposed by this Resolution and the costs for the activities that are being performed.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Flagler County, Florida:

1. The rates to be charged for services provided by Flagler County Fire Rescue and EMS personnel shall be in accordance with Schedule A, attached hereto and made a part hereof.
2. This Resolution supersedes and replaces any prior fee schedules or resolutions in conflict herewith.
3. This Resolution shall become effective upon adoption.

[Signature page to follow.]

**ADOPTED and APPROVED** this 18th day of November 2024, by the Flagler County Board of County Commissioners.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

**ATTEST:**

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit  
Court & Comptroller

\_\_\_\_\_  
Andrew S. Dance, Chair

**APPROVED AS TO FORM:**

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2024.11.07 14:13:28 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

## SCHEDULE A

### FLAGLER COUNTY FIRE RESCUE FEES SCHEDULE

#### Transport Fees

Description	Cost
ALS1 EMERGENCY	\$700.00
ALS1 NON-EMERGENCY	\$590.00
ALS2 EMERGENCY	\$800.00
BLS EMERGENCY	\$600.00
BLS NON-EMERGENCY	\$550.00
LOADED MILES	\$14.00 /mile
HELICOPTER	\$9700.00
HELICOPTER MILEAGE	\$101.00
BACK BOARD OUT OF COUNTY	\$250.00
KED OUT OF COUNTY	\$250.00
TRACTION SPLINT	\$250.00
VEHICLE EXTRICATION	\$400.00

#### Fire Training Fees

	Fire Officer I	
Company Officer	45 hours	\$135.00
Fire Service Course Delivery	45 hours	\$135.00
Building Construction	45 hours	\$135.00
Strategies and Tactics I	45 hours	\$135.00

	Fire Officer II	
Fire Service Course Design	45 hours	\$135.00
Fire Prevention Practices	45 hours	\$135.00
Fire Protection Systems I	45 hours	\$135.00
Strategies and Tactics II	45 hours	\$135.00

	Fire Officer III	
Analytical Approaches	45 hours	\$135.00
Chief Officer	60 hours	\$135.00
Ethical and Legal Issues	45 hours	\$135.00

	Fire Officer IV	
Quantitative Analysis	45 hours	\$135.00
Strategic Planning	45 hours	\$135.00
Personnel Management	45 hours	\$135.00
Community Risk Reduction	45 hours	\$135.00

	Pump Operator	
Fire Apparatus Operations	45 hours	\$250.00
Fire Service Hydraulics	45 hours	\$275.00

	Aerial Operations	
Aerial Operations	45 hours	\$250.00

	Live Fire Training Instructor	
Live Fire Training Instructor	40 hours	\$275.00
Lie Fire Training Instructor Refresher	8 hours	\$75.00

	Technical Rescue (FL USAR)	
USAR Rope Rescue Operations	40 hours	\$500.00
USAR Rope Rescue Technician	40 hours	\$500.00
USAR Confined Space Operations and Technician	40 hours	\$500.00
USAR Vehicle Machinery Rescue Operations	40 hours	\$600.00
USAR Vehicle Machinery Rescue Technician	40 hours	\$600.00
USAR Trench Rescue Operations and Technician	40 hours	\$600.00
USAR Structural Collapse Operations	40 hours	Not offered
USAR Structural Collapse Technician	40 hours	Not offered

	Safety Officer	
Incident Safety Officer	45 hours	\$250.00
Health and Safety Officer	45 hours	\$275.00

	Fire and Life Safety Educator	
Fire and Life Safety Education 1	45 hours	\$250.00
Fire and Life Safety Education II	45 hours	\$275.00

#### Emergency Medical Training

Advanced Cardiac Life Support	16 hours	\$275.00
Advanced Cardiac Life Support Refresher	8 hours	\$150.00
Advanced Cardiac Life Support Instructor	8 hours	\$125.00

Pre-Hospital Trauma Life Support	16 hours	\$175.00
Pre-Hospital Trauma Life Support Refresher	8 hours	\$120.00
Basic Life Support Healthcare Provider	4 hours	\$50.00

Fire Facility Use

Classroom (Small) Rental Fee	\$32.00/hour
Classroom (Large) Rental Fee	\$64.00/hour
Classroom (Small) Rental Fee(Daily)	\$180.00/day
Classroom (Large) Rental Fee(Daily)	\$360.00/day
Classroom (Small) Rental Fee(Weekly)	\$875.00/week
Classroom (Large) Rental Fee (Weekly)	\$1,750/week
Fire Training Tower	\$150.00/hour
Fire Training Tower Instructor	\$35.00/hour

Training Application Fee

Training Application Fee	\$30.00 one time
--------------------------	------------------

Special Events Fees

Fire Event Fees	Previous – 2008	Proposed rate	Minimum charge
Personnel Firefighter	\$25.00/hr	\$35.00/hr	\$300.00 minimum charge for personnel and equipment(\$275.60)
Equipment Cost	\$65.00/hr	\$90.00/hr(\$89.31)	

Rescue Event Fees	Previous - 2008	Proposed rate	Minimum charge
Personnel	\$25.00/hr	\$35.00/hour	\$300.00 minimum charge for personnel and equipment(\$275.60)
Equipment Cost	\$35.00/hr	\$50.00/hr(\$48.09)	

There was a \$200.00 minimum rate in 2008 for Special Events.

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

**SUBJECT:** Consideration to Amend the Legal Aid Fund (Fund 1105), Law Library Fund (Fund 1107), Juvenile Diversion Fund (Fund 1195), and the Court Innovations Fund (Fund 1197) for Fiscal Year 2023-24 Due to Additional Revenue Collections.

**DATE OF MEETING:** November 18, 2024

**OVERVIEW/SUMMARY:** The Legal Aid Fund (Fund 1105), Law Library Fund (Fund 1107), and Juvenile Diversion Fund (Fund 1195) are all considered “sweeping” funds, meaning that at year-end all unused funds are swept to the Court Innovations Fund (Fund 1197), per [Florida Statute 939.185](#) and Flagler County Ordinance 2009-05.

**STRATEGIC PLAN:**

Focus Area: Effective Government

- Goal 1- Maintain Financial Stability

**FUNDING INFORMATION:** Funding will be appropriated with approval of the Unanticipated Revenue Resolutions.

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

**RECOMMENDATION:** Request the Board approve the Unanticipated Revenue Resolutions.

**ATTACHMENTS:**

1. Unanticipated Revenue Resolution – 1105
2. Unanticipated Revenue Resolution – 1107
3. Unanticipated Revenue Resolution – 1195
4. Unanticipated Revenue Resolution – 1197

RESOLUTION NO. 2024 - \_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE LEGAL AID FUND 1105 FOR THE FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.**

**WHEREAS**, the Flagler County Board of County Commissioners has received additional Court Related Fees; 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 Legal Aid Fund 1105 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, are approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 18<sup>th</sup> day of November 2024.

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** Digitally signed by Sean S. Moylan  
Date: 2024.11.07 14:15:37 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy  
County Attorney



# Flagler County

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2024	12	126824	09/30/2024	197	BUA 1105URR	1	2			
1	10513590	359001		Legal Aid Fund	Legal Aid \$16.25			-18,500.00	-2,835.00	-21,335.00
	1105-001-0000-359000-350-00-000-000-359001-							09/30/2024		
2	11144040	591001		Non Departmental	Interfund Transfer			.00	2,835.00	2,835.00
	1105-149-4903-581900-580-00-000-000-591001-							09/30/2024		
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: BAlIen

YEAR PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2024 12	126824								
BUA 1105-001-0000-359000-350-00-000-000-359001-	09/30/2024	1105URR	197			Legal Aid \$16.25	5		2,835.00
BUA 1105-149-4903-581900-580-00-000-000-591001-	09/30/2024	1105URR	197			Interfund Transfer	5	2,835.00	
								<b>.00</b>	<b>.00</b>
BUA 1105-000-0000-000000-000-00-000-000-241000-	09/30/2024	1105URR	197			Appropriations			2,835.00
BUA 1105-000-0000-000000-000-00-000-000-171000-	09/30/2024	1105URR	197			Estimated Revenues		2,835.00	
								<b>2,835.00</b>	<b>2,835.00</b>
SYSTEM GENERATED ENTRIES TOTAL									
								<b>2,835.00</b>	<b>2,835.00</b>
JOURNAL 2024/12/126824 TOTAL									
								<b>2,835.00</b>	<b>2,835.00</b>

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1105 Legal Aid Fund	2024 12	126824	09/30/2024			
1105-000-0000-0000000-000-00-000-000-171000-				Estimated Revenues	2,835.00	
1105-000-0000-0000000-000-00-000-000-241000-				Appropriations		2,835.00
				FUND TOTAL	2,835.00	2,835.00

\*\* END OF REPORT - Generated by Brandy Allen \*\*

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE LAW LIBRARY FUND 1107 FOR THE FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.**

**WHEREAS**, the Flagler County Board of County Commissioners has received additional Court Related Fees; 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 Law Library Fund 1107 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, are approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 18<sup>th</sup> day of November 2024.

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** Digitally signed by Sean S. Moylan  
Date: 2024.11.07 14:16:44 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2024	12	126825	09/30/2024	198	BUA 1107URR	1	2			
1	10713590	359002		Law Library	Law Library \$16.25			-18,000.00	-3,280.00	-21,280.00
	1107-001-0000-359000-350-00-000-000-359002-							09/30/2024		
2	10749030	591008		LawLibrary/Transfers	Transfer to Courts			4,598.00	3,280.00	7,878.00
	1107-149-4903-581900-580-00-000-000-591008-							09/30/2024		
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: BAlIen

YEAR PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2024 12	126825								
BUA 1107-001-0000-359000-350-00-000-000-359002-						Law Library \$16.25	5		3,280.00
09/30/2024 1107URR 198						T			
BUA 1107-149-4903-581900-580-00-000-000-591008-						Transfer to Courts	5	3,280.00	
09/30/2024 1107URR 198						T			
								.00	.00
BUA 1107-000-0000-000000-000-00-000-000-241000-						Appropriations			3,280.00
09/30/2024 1107URR 198									
BUA 1107-000-0000-000000-000-00-000-000-171000-						Estimated Revenues		3,280.00	
09/30/2024 1107URR 198									
						SYSTEM GENERATED ENTRIES TOTAL		3,280.00	3,280.00
						JOURNAL 2024/12/126825 TOTAL		3,280.00	3,280.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1107 Law Library	2024 12	126825	09/30/2024	Estimated Revenues	3,280.00	
1107-000-0000-0000000-000-00-000-000-171000-				Appropriations		3,280.00
1107-000-0000-0000000-000-00-000-000-241000-						
				FUND TOTAL	3,280.00	3,280.00

\*\* END OF REPORT - Generated by Brandy Allen \*\*

RESOLUTION NO. 2024 - \_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE JUVENILE DIVERSION FUND 1195 FOR THE FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.**

**WHEREAS**, the Flagler County Board of County Commissioners has additional Court Related Fees; 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 Juvenile Diversion Fund 1195 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 18<sup>th</sup> day of November 2024.

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** Digitally signed by Sean S. Moylan  
Date: 2024.11.07 14:18:18 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2024	12	126826	09/30/2024	199	BUA 1195URR	1	2			
1	19513590	359007		Juvenile Diversion	Juvenile Assessment		-6,000.00	-1,078.00	-7,078.00	
	1195-001-0000-359000-350-00-000-000-359007-						09/30/2024			
2	19513590	359008		Juvenile Diversion	Juvenile Alternative		-6,000.00	-1,078.00	-7,078.00	
	1195-001-0000-359000-350-00-000-000-359008-						09/30/2024			
3	19513590	359009		Juvenile Diversion	Teen Court		-6,000.00	-1,078.00	-7,078.00	
	1195-001-0000-359000-350-00-000-000-359009-						09/30/2024			
4	19549030	591008		JuvenDiver/Transfers	Transfer to Courts		18,030.00	3,234.00	21,264.00	
	1195-149-4903-581900-580-00-000-000-591008-						09/30/2024			
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: BAllen

YEAR PER	JNL	ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	EFF DATE	LINE					LINE DESC				
2024	12	126826									
BUA	1195-001-0000-359000-350-00-000-000-359007-	09/30/2024	1195URR	199			Juvenile Assessment	T	5		1,078.00
BUA	1195-001-0000-359000-350-00-000-000-359008-	09/30/2024	1195URR	199			Juvenile Alternative	T	5		1,078.00
BUA	1195-001-0000-359000-350-00-000-000-359009-	09/30/2024	1195URR	199			Teen Court	T	5		1,078.00
BUA	1195-149-4903-581900-580-00-000-000-591008-	09/30/2024	1195URR	199			Transfer to Courts	T	5	3,234.00	
										.00	.00
BUA	1195-000-0000-000000-000-00-000-000-241000-	09/30/2024	1195URR	199			Appropriations				3,234.00
BUA	1195-000-0000-000000-000-00-000-000-171000-	09/30/2024	1195URR	199			Estimated Revenues			3,234.00	
SYSTEM GENERATED ENTRIES TOTAL										3,234.00	3,234.00
JOURNAL 2024/12/126826 TOTAL										3,234.00	3,234.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1195	2024 12	126826	09/30/2024	Juvenile Diversion		
				1195-000-0000-0000000-000-00-000-000-171000-		
				Estimated Revenues	3,234.00	
				1195-000-0000-0000000-000-00-000-000-241000-		
				Appropriations		3,234.00
				FUND TOTAL	3,234.00	3,234.00

\*\* END OF REPORT - Generated by Brandy Allen \*\*

RESOLUTION NO. 2024 - \_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE COURT INNOVATIONS FUND 1197 FOR THE FISCAL YEAR 2023-24 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.**

**WHEREAS**, the Flagler County Board of County Commissioners has received additional Court Related Fees being swept from other funds; 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 Court Innovations Fund 1197 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, are approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 18<sup>th</sup> day of November 2024.

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  Digitally signed by Sean S. Moylan  
Date: 2024.11.07 14:19:40 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2024	12	126827	09/30/2024	200	BUA 1197URR	1	2			
1	19713810	381000		Court Innovations	Interfund Transfer In		-190,644.00	-10,267.00	-200,911.00	
	1197-001-0000-381000-380-00-000-000-381000-						09/30/2024			
2	19750000	598010		CourtInnov/Reserves	Reserve - Contingency		7,885.00	10,267.00	18,152.00	
	1197-150-5000-000000-590-00-000-000-598010-						09/30/2024			
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: BAllen

YEAR PER	JNL	ACCOUNT	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	EFF DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC				
2024	12	126827										
BUA	1197-001-0000-381000-380-00-000-000-381000-							Interfund Transfer In		5		10,267.00
	09/30/2024	1197URR	200						T			
BUA	1197-150-5000-000000-590-00-000-000-598010-							Reserve - Contingency		5	10,267.00	
	09/30/2024	1197URR	200						T			
											.00	.00
BUA	1197-000-0000-000000-000-00-000-000-241000-							Appropriations				10,267.00
	09/30/2024	1197URR	200									
BUA	1197-000-0000-000000-000-00-000-000-171000-							Estimated Revenues			10,267.00	
	09/30/2024	1197URR	200									
SYSTEM GENERATED ENTRIES TOTAL											10,267.00	10,267.00
JOURNAL 2024/12/126827 TOTAL											10,267.00	10,267.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1197 Court Innovations	2024 12	126827	09/30/2024			
1197-000-0000-0000000-000-00-000-000-171000-				Estimated Revenues	10,267.00	
1197-000-0000-0000000-000-00-000-000-241000-				Appropriations		10,267.00
				FUND TOTAL	10,267.00	10,267.00

\*\* END OF REPORT - Generated by Brandy Allen \*\*

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

**SUBJECT:** Consideration of Approval of Award of \$330,000 in SHIP Funding to Abundant Life Ministries, Hope House, Inc., for Affordable Housing Project, Phoenix Crossings.

**DATE OF MEETING:** November 18, 2024

**OVERVIEW/SUMMARY:** The Procurement and Contracts Division, on behalf of Flagler County Housing Services, issued Request for Proposal (RFP) 24-043 to nonprofit agencies for funding to build or rehabilitate affordable housing for citizens at or below 80% of the Area Median Income. The County is funding a portion of this project through its allotment from the State Housing Initiatives Partnership (SHIP) program (\$330,000) and through Flagler County's allotment of American Rescue Plan Act (ARPA) (\$170,000). This agenda item only pertains to the SHIP funding, as the Board approved the ARPA funding portion at its October 7, 2024, Commission Meeting.

The County's funding through both sources would finance the development costs for a portion of a planned garden apartment complex in Bunnell. The closest intersection of the proposed apartment complex is SR 100 and North Bay Street. The overall complex consists of 28 units which will include 12 two-bedroom one bath units and 16 three-bedroom two bath units. All of the units, even those the County is not subsidizing, would be operated under affordable housing requirements, meaning income level thresholds applied to its residents.

The County is only subsidizing four of those units for a population of citizens without reasonable means to access affordable housing. The project intends to meet the housing needs of youth aging out of foster care, individuals with disabling conditions, and households with extremely low incomes. The subsidy value from the County's funding is \$82,500 per unit from SHIP funds for four units and \$42,500 per unit from ARPA funds, representing the combined award of \$500,000.

A Notice of Funding Availability was published in the Palm Coast Observer on February 15, 2024, and a Notice of Solicitation Availability was published in the Palm Coast Observer on June 13, 2024. This RFP was advertised in a Flagler County News Release on June 11, 2024. The deadline to submit responses was July 2, 2024. The Procurement and Contracts Division received one qualified response that met the criteria.

On July 22, 2024, an evaluation committee scored the response from Abundant Life Ministries, Hope House, Inc. (ALM, HHI), for its named garden apartment complex, Phoenix Crossings. It is being developed under an LLC formed by ALM, HHI and Everglades Housing Trust, Inc., a 501c3 experienced in affordable housing projects, both construction and operations. The developer entity is Rural Neighborhoods, Inc., which is affiliated with the Everglades Housing Trust ("EHT"). EHT has built, acquired and operated more than 2,200 units in Florida. See excerpt from application to Florida Housing Finance Authority for Phoenix Crossings, attachment 1, for more information concerning EHT's range of experience across Florida and its financial strength.

The proposed project was determined to meet the RFP expectations and received a high score. This 28-unit development has received funding from the Florida Housing Finance Corporation and has other proposals pending including with commercial banks. The complex will provide a range of programs to its residents including adult literacy and financial management. The complex will

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

have a recreational court, community rooms, and an administrative building that can be used to foster community partnerships and serve the local community as a resource.

The project will be subject to a 30-year affordability period. Four units must be rented to tenants at or below 80% of the area's median income for the entire term. Units must be constructed and occupied by income-eligible tenants by June 30, 2026. At the conclusion of the 30-year affordability period, all obligations will be discharged and released by the County.

Because of the target population that this project will serve, perhaps the hardest to have housing within reasonable reach, this project has the potential to be worthy of significant recognition within the affordable housing community, both within the state and nation. Project excellence should be a goal of this project, and the County will endeavor to assist the stakeholders to achieve that prominence.

**STRATEGIC PLAN:**

- Focus Area: Economic Vitality
  - Goal 4 - Explore Affordable, Workforce and Attainable Housing Options
    - Objective EV 4.5: Through the State Housing Initiatives Partnership (SHIP) program, provide incentives that enable and preserve affordable homeownership and multifamily housing.
      - Measure 4.5.1 Create and implement a process to ensure projects are identified and funds are allocated appropriately.

**FUNDING INFORMATION:** Funding is included in the FY 24-25 Budget within the SHIP Fund 1143.

**DEPARTMENT CONTACT:** Joseph Hegedus, HHS Director 386-586-2324  
Robert Rounds, Purchasing Manager 386-313-4097

**RECOMMENDATION:** Request the Board approve the SHIP funding award and authorize the Chair to execute the SHIP Rental Development Agreement and authorize the County Administrator to execute all necessary documents associated with implementing said contract, including any amendments, within the Administrator's budget authority, approved as to form by the County Attorney.

**ATTACHMENTS:**

1. Background of Everglades Housing Trust, Inc., partner of Abundant Life Ministries-Hope House, Inc.
2. SHIP Rental Dev. Agreement (with mortgage, promissory note, and declaration of covenants and restrictions as exhibits)
3. Notice of Intent to Award
4. Phoenix Crossing RFP Response

**ATTACHMENT 1**

FLORIDA HOUSING FINANCE CORPORATION

EXECUTIVE DIRECTOR CERTIFICATION OF NON-PROFIT ENTITY MATERIAL PARTICIPATION

Name of Non-Profit Entity: Everglades Housing Trust, Incorporated

Name of Proposed Development: Phoenix Crossings

The undersigned, as Executive Director<sup>1</sup> of the above-referenced non-profit entity (“NP Entity”), certifies that (a) the NP Entity will substantially and materially participate in the predevelopment, management, and operation of the proposed Development throughout the compliance period, within the meaning of material participation as defined in 26 USC §469, 26 USC §42, and the applicable Request for Applications (“RFA”); and (b) the NP Entity will (i) be regularly, continuously, and substantially involved in providing services integral to the development and operation of the proposed Development; and (ii) ensure such involvement is maintained throughout the calendar year; and (c) the NP Entity meets the definition of Non-Profit as set forth in Rule Chapters 67-48 or 67-21, or in the RFA, as applicable.

In order for the Corporation to better understand the role of the NP Entity in the proposed Development, and more specifically how the NP entity will participate materially across financial, development and asset management responsibilities in the proposed Development, complete the following:

1. Is this a Joint Venture with another entity (whether non-profit or for profit) and if so, will the joint venture be turn-key or long term?

Yes. This is a long-term joint venture.

2. Describe how the Non-Profit entity will materially participate in the proposed Development. As set forth in Section 42 of the IRC, and as defined in Section 469(h) of the IRC, a non-profit entity shall be treated as materially participating in an activity only if the entity is involved in the operations of the activity on a basis which is regular, continuous, and substantial.

Everglades Housing Trust, Incorporated (EHT) shall materially participate in Phoenix Crossings as Managing Member having primary responsibilities throughout real estate development and operations on a regular, continuous and substantial basis. EHT’s participation will be more than periodic consultation with respect to the project’s general management or merely consenting to a partner’s decision.

For example, to date it has to been a material participant in how best to develop the subject parcel and in the delineation of its unit mix and income targeting. It has contributed to decisions on unit layout and has aided in negotiation of the site purchase from a related party of its joint venture partner. Further, it has reviewed land use requirements for the site and planned site improvements with its partner. EHT has participated in securing term sheets from one or more debt lenders in relationship to the project and in assessing FHLB and

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<sup>1</sup> If the NP Entity does not have a position called Executive Director, the individual that is comparable to an Executive Director (e.g., President, Chief Executive Officer, etc.) will be considered the Executive Director. This individual must be identified on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 05-2019) as the Executive Director of the NP Entity.

other subsidies that may also be available. EHT will take a lead role as owner's representative in the design of plans and specifications and monitor permit approval.

EHT will also take a lead role in drafting the Construction Contract and execute the agreement on behalf of the joint venture. Construction counsel will be selected by EHT. Further, EHT will review and approve change orders throughout construction. Its representatives will participate in approvals of key submittals, construction walk-throughs and final inspection.

EHT will consult with its JV partner in unit marketing and resident services. Its partner's local knowledge serves as an asset in these areas. Nonetheless, EHT's related management company is the planned property manager for the project upon completion.

Subsequent to lease-up, EHT shall provide asset management services to the rental project including periodic inspections of the premises, dialogue with the management company and budget review, approval and monitoring. These activities will continue throughout the life of the subject property.

Material participation is further set out in the questions below.

3. Briefly describe the following as it pertains to the Non-Profit entity:

- Developer experience
- Property (land)
- Access to local government funding
- Local Government/other relationships
- Access to supportive services
- Financial strength

EHT has substantial ownership experience through its principals, and those principals have built, acquired and operated more than 2,200 units in Florida. EHT itself has ownership interest in 541 units. EHT is in compliance with all properties in which it has an ownership interest,

EHT is experienced in land selection, entitlement and development. It has negotiated and obtained site control to more than 20 parcels in Miami-Dade, Monroe, Collier, Hendry, Okeechobee, Putnum and Polk counties.

EHT properties are a frequent recipient of local government funding in Miami Dade, Collier and Alachua counties including Miami-Dade Surtax and Federal pass-through funds such as CDBG and HOME.

The nonprofit entity possesses substantial local government relationships with elected officials in various counties. It also maintains civic relationships with local government departments.

EHT is a strong FL-based nonprofit housing organization. Its December 31, 2021 balance sheet shows \$41,619,029 in Total Assets including \$1,616,926 in Cash.

4. Will the Non-Profit entity participate in the procurement of pre-development funding, construction financing, and operations funding? Explain.

Yes. EHT in consultation with its JV partner will jointly select the Lender for construction and permanent financing. EHT has previously procured debt capital ranging from Citibank, Community Housing Capital and FHFC. This experience provide contacts and experience to materially participate in the selection of the successful lender. Its principals experience includes substantial numbers of other sources. EHT has also secured capital from government lenders as well.

5. Will the Non-Profit entity be involved in the financial decision affecting guarantees during construction? Explain.

EHT is expected to be a guarantor to Phoenix Crossings. These long-term guarantees will be toward construction completion, operating deficits and credit delivery. Given its financial strength, EHT's guarantees are financially meaningful. In protecting this financial risk during the construction stage in particular, EHT will negotiate and review the constructin contract, review and execute change orders, and approve monthly draws.

6. How will the Non-Profit entity be involved in project management during the construction phase?

EHT is experienced in construction management having constructed an estimated 7 rental properties under the leadership of Steven Kirk, Executive Director. These projects range in size from 128 to 24 units. It possesses real estate development staff experienced in project management who will participate in pre-construction plan and design review, critical submittal reviews, building walkthroughs, construction meetings and landcape installation. EHTis expected to review construction draws and provide signed approval prior to payment.

7. How will the Non-Profit entity be involved in the management of community/political relationships?

EHT, its Executive Director and its board of directors are actively engaged in multiple projects in several jurisdictions. This experience spans more than a decade and qualifies EHT as understanding importance of community and political relationships..

8. Describe how the Non-Profit entity will be involved in the operations and management decisions, including:

- Tenant leasing, including income targeting and mitigating barriers to entry
- Marketing the property through relationships with the community

EHT and its controlled management company, Everglades Housing Group, Incorporated, shall provide asset management throughout the economic life of Phoenix Crossings. EHT and EHG manage more than 1,500 units themselves and provide the necessary experience to provide critical and construction imput on tenant leasing, income targeting, application fees, deposits and marketing stratageies for the subject property. EHT's property management expertise will be complemented by that of its local partner.

Steven Kirk  
Name of Executive Director



Signature of Executive Director

1/24/23

**SHIP RENTAL DEVELOPMENT AGREEMENT BETWEEN  
FLAGLER COUNTY AND ABUNDANT LIFE MINISTRIES-HOPE HOUSE,  
INCORPORATED**

**THIS SHIP RENTAL DEVELOPMENT AGREEMENT** (hereinafter referred to as “Agreement”) is entered into by and between **FLAGLER COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and **ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INCORPORATED**, a Florida not-for-profit corporation (hereinafter referred to as the “Sponsor”). Collectively, the County and the Sponsor shall be referred to as “Parties” or individually as a “Party.”

**WHEREAS**, the County has adopted a Local Housing Assistance Plan (LHAP) in accordance with Rule Chapter 67-37, Florida Administrative Code, as part of the State Housing Initiatives Partnership (SHIP) Program to fund affordable housing projects, including rental developments; and

**WHEREAS**, the County issued Request for Proposal (RFP) 24-043 to nonprofit agencies for \$500,000 in funding to build or rehabilitate affordable housing for citizens at or below eighty percent (80%) of the area median income; and

**WHEREAS**, \$170,000 of the funding for the Project, as hereinafter defined, is to be provided by the County’s Coronavirus State and Local Fiscal Recovery Fund funds; and

**WHEREAS**, \$330,000 of the funding for the Project, as hereinafter defined, is to be provided by the County’s SHIP funds; and

**WHEREAS**, a Notice of Funding Availability was published in the Palm Coast Observer on February 15, 2024, and a Notice of Solicitation Availability was published in the Palm Coast Observer on June 13, 2024; and

**WHEREAS**, the RFP was advertised in a Flagler County News Release on June 11, 2024, with a published deadline to submit responses of July 2, 2024; and

**WHEREAS**, the Sponsor submitted the successful proposal in response to the RFP (the “RFP Response”), a copy of which is on file with the County and is incorporated herein by reference; and

**WHEREAS**, the project proposed in the RFP Response is Permanent Supportive Housing for youth who are aging out of foster care, individuals with disabling conditions, and affordable housing for extremely low-income individuals, to be comprised of twenty-eight (28) two- and three-bedroom units that will house approximately 2-6 people per unit together with a community center, chapel, gym, administrative offices, and associated infrastructure (hereinafter referred to as the “Project”); and

**WHEREAS**, the Project is to be constructed on that certain real property within the City of Bunnell, Florida owned by the Sponsor and more particularly described as follows (hereinafter referred to as the “Property”):

With the noted exceptions in this paragraph, All Lots in Blocks 213, 214, 215(except that part or section previously deed by first party to the City of Bunnell, Florida for a sewer or waste water processing facility), 222(except that part or section previously deeded by first party to the City of Bunnell, Florida for a sewer or waste water processing facility) & 223(except Lots 3, 4, 5, 6, 7 & 8), Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02130-0030; and

With the noted exception in this paragraph, All Lots in Block 249(except Lot 1), Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02490-0020; and

All Lots in Blocks 268 & 269, Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02680-0000; and

Subject however to substitution of this legal description by amendment to this instrument of the legal description as finalized in the title policy being procured for the property; and

**WHEREAS**, this Agreement provides the terms and conditions under which the Sponsor shall utilize SHIP funds to develop the Project on the Property as affordable rental housing for income-eligible households in Flagler County, an eligible activity under the SHIP regulations; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Sponsor do hereby agree as follows:

**SECTION 1. RECITALS.**

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

**SECTION 2. GENERAL.**

The Sponsor hereby agrees to fully comply with the terms and conditions set forth in this Agreement, the County's LHAP, and all applicable federal, state, and local laws, regulations, and guidelines related to SHIP funding.

**SECTION 3. OWNERSHIP.**

At present, the County cannot confirm that the Sponsor is the fee simple owner of the Property based on the Quit Claim Deed provided with the RFP Response. Accordingly, the Sponsor shall provide an owner's title policy acceptable to the County that confirms that ownership of the Property is fully vested in the Sponsor and names the County as an additional insured. Said title policy shall disclose all encumbrances on the Property, including but not limited to all covenants, easements, reservations, and restrictions, whether recorded in the Public Records of Flagler County, Florida or

otherwise known to encumber the Property. The Sponsor shall furnish a signed and sealed survey to the title policy issuer to enable the policy to be issued without a survey contingency.

**SECTION 4. UNITS TO BE ASSISTED.**

The Sponsor will ensure that four (4) of the twenty-eight (28) units to be constructed as part of the Project shall be set aside as “SHIP-assisted units.” The Sponsor shall not be required to identify four (4) specific units, as they may be floating units, but the Sponsor must be able to identify a minimum of four (4) units meeting the requirements of this Agreement at all times.

**SECTION 5. OCCUPANCY DEADLINE AND EXTENSION.**

The Sponsor agrees to ensure that all SHIP-assisted units are occupied by income-eligible tenants no later than **June 30, 2026**. If the Sponsor anticipates being unable to meet this deadline, the Sponsor may submit a written request for an extension at least sixty (60) days prior to the deadline. If an extension is granted, the Sponsor’s funding under this Agreement will be reduced to no more than **25% of the next fiscal year’s SHIP allocation**.

**SECTION 6. TERM AND AFFORDABILITY PERIOD.**

A. Effective Date. This Agreement shall begin upon execution by both Parties (the “Effective Date”).

B. Affordability Period. The affordability period for SHIP-assisted units shall be thirty (30) years from the date of Project completion (the “Affordability Period”). During this period, the Sponsor agrees to maintain affordability by ensuring that SHIP-assisted units are leased to income-eligible households at rental rates consistent with SHIP guidelines now in effect and as may be amended from time to time, set forth in Subtitle A, Chapter 1, Subchapter A, Part IV, Subpart D, Section 42 of the Internal Revenue Code of 1986.

C. Termination Date. The County may terminate this Agreement for cause, including but not limited to the Sponsor’s failure to meet the obligations outlined herein. This Agreement shall remain in effect until the date on which it is terminated for cause by the County or the end of the Affordability Period, whichever occurs later (the “Termination Date”). Notwithstanding the foregoing, all indemnifications, record keeping requirements, and audit requirements shall survive termination of this Agreement. All Loan Documents, as hereinafter defined, executed in connection with this Agreement shall also survive termination of this Agreement and will remain in effect under the terms and conditions specified herein.

**SECTION 7. SHIP FUNDING.**

A. Deferred Loan; Loan Documents. Subject to the terms and conditions of this Agreement and the other documents executed in connection with this Agreement, the County agrees to loan **three hundred thirty thousand dollars (\$330,000)** in SHIP funding to the Sponsor to assist with the development of the Project on the Property. The loan to the Sponsor of these SHIP funds shall be in the form of a deferred loan on the terms set forth in this Agreement. The Sponsor shall also execute a mortgage, in substantially the form attached hereto as **Exhibit “A,”** a promissory note, in substantially the form attached hereto as **Exhibit “B,”** a declaration of covenants and restrictions,

in substantially the form attached hereto as **Exhibit “C,”** and other loan documents (collectively the “Loan Documents”) as required by the County. The mortgage is intended to secure the promissory note, while the declaration of covenants and restrictions (“Declaration of Covenants and Restrictions”) sets forth various covenants regarding the rent and income affordability requirements that will be recorded against the Property and effective throughout the Affordability Period.

B. Disbursement of Funds. The County shall reimburse payment of the SHIP loan proceeds to the Sponsor only after receipt of invoices and specific itemization of expenses incurred. Reimbursement of the SHIP funds will be made to the Sponsor only after approval by the County, in its sole discretion, of the invoices submitted and verification of work completed in accordance with this Agreement and applicable SHIP regulations. Notwithstanding, the County shall process the reimbursement request with diligence in recognition of Sponsor as a nonprofit organization. Advance disbursements of SHIP funds are not allowed under this Agreement. The Sponsor acknowledges and agrees that if it fails to complete the Project and expend the funds in accordance with this Agreement, for any reason, any and all SHIP funds must be repaid to the County. The Sponsor further acknowledges and agrees that upon the completion of the SHIP units, any SHIP funds encumbered but not expended under this Agreement will revert to the County.

C. Default and Remedies. Events of Default. A default under this Agreement will occur if:

1. The Property is sold, transferred, or otherwise conveyed; or
2. The Property is converted to a use other than affordable rental housing; or
3. The Sponsor is divested of title to the Property by judicial sale, levy, or other proceeding; or
4. A foreclosure action is instituted against the Property; or
5. The SHIP-assisted units are leased or rented to persons other than eligible tenants; or
6. The SHIP-assisted units are leased for rental rates that exceed the maximum allowable SHIP limits.

D. No Waiver. Failure of the County to declare a default shall not constitute a waiver of any rights by the County. Furthermore, the waiver of any default by the County shall in no event be construed as a waiver of rights with respect to any other default, past or present.

E. Remedy. Upon the occurrence of any Event of Default, unless otherwise stated herein, the outstanding balance of the SHIP funds will be due and payable. Any payoff funds due to the County must be repaid within 180 days of the date of default.

F. Sale of Property; Right of First Refusal. During the Affordability Period, sale or other transfer of any portion of the Property with or without consideration to another party may occur only with the approval of the County and the purchaser or transferee will assume all obligations of the Sponsor under this Agreement and the Declaration of Covenants and Restrictions. If the Property is

offered for sale before the end of the Affordability Period, eligible nonprofit housing provider organizations, as determined in the sole discretion of the County, must first be provided with a right of first refusal to purchase the Property at the current market value for continued rental and occupancy by eligible households.

G. Recapture. If the Property is foreclosed on by a superior mortgage holder, the County will attempt to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

H. Duplication of Benefit. The Sponsor certifies and affirms that the costs and expenses funded under this Agreement shall not result in prohibited duplication of benefits from other sources. In the event that the Sponsor recovers costs from another source, the Sponsor shall reimburse the County for any duplicative funds.

**SECTION 8. REPORTING REQUIREMENTS.**

A. Project Status Reports. The Developer will provide the County with a monthly project status report regardless of the level of activity until occupancy of the SHIP units has occurred and the Project is complete.

B. Financial and Performance Reports. Upon request by the County, the Sponsor shall furnish financial and performance reporting information related to the Project. Reporting requests shall not be made more frequently than once per calendar quarter.

C. Final Project Report. Within thirty (30) days following the Termination Date, the Sponsor shall submit a Final Project Report detailing the status and outcomes of the Project, as required for SHIP reporting compliance.

D. Tenant Data Reporting. For the four (4) SHIP-assisted units, the Sponsor agrees to provide data on tenant income, demographics, and rental rates. This data shall include, but is not limited to:

1. Number of household members, age, and race of the head of household.
2. Verification of income eligibility for each tenant.
3. Verification of tenants' status as meeting the definition of "Person with special needs" as defined in Section 420.0004(13), Florida Statutes, as amended from time to time.
4. The rental rates for each unit, ensuring compliance with SHIP affordability guidelines.

The Sponsor agrees to submit this data as part of the annual reporting process or upon request by the County.

**SECTION 9. COMPLIANCE MONITORING.**

The Sponsor shall maintain the Property in good condition, ensure all insurance policies required by this Agreement are in place and maintained as required herein, and pay all applicable taxes and assessments. In addition to the County's right to monitor compliance either on site or through Sponsor's reports, the Sponsor agrees that, in consideration of the SHIP funds provided for this development, it will engage the compliance monitoring firm assigned by the Florida Housing Finance Corporation (FHFC) to monitor compliance with the set-aside requirements for SHIP-funded units. The Sponsor shall assist the monitoring firm and the County in their obligation to conduct on-site inspections for compliance with the requirements listed herein and shall provide information as requested so that the monitoring firm can verify tenant incomes, rents, and other SHIP requirements on an annual basis. The Sponsor shall keep records to document compliance with these inspections and monitoring reviews and the resolutions of and findings of concerns. The term for compliance monitoring shall be concurrent with the Declaration of Covenants and Restrictions recorded in the Public Records of Flagler County, Florida and shall cover the entire Affordability Period. The Sponsor shall bear any additional costs associated with this compliance monitoring.

**SECTION 10. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.**

A. The Sponsor certifies that no federal funds have been used or will be used to influence or attempt to influence any officer or employee of an agency or a Member of Congress.

B. The Sponsor agrees not to use funds provided under this Agreement for membership dues to any lobbying organization.

C. The Sponsor certifies that neither it nor its principals are debarred, suspended, or otherwise excluded from participation in federal assistance programs.

**SECTION 11. NON-DISCRIMINATION; AFFIRMATIVE ACTION.**

The Sponsor shall not discriminate based on race, creed, color, religion, national origin, age, gender, or disability in the performance of this Agreement. The Sponsor shall make efforts to ensure that minority-owned businesses and women's enterprises have opportunities to participate in subcontracting work associated with this Project, consistent with 2 C.F.R. § 200.321.

**SECTION 12. TERMINATION.**

The County may terminate this Agreement for cause, including but not limited to the Sponsor's failure to meet the obligations outlined herein.

**SECTION 13. RECORDS; ACCESS TO RECORDS AND PERSONNEL.**

A. The Sponsor shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. The Sponsor shall keep and maintain public records generated by the Sponsor in association with its performance of this Agreement.

B. This Agreement may be unilaterally canceled by the County for refusal by the Sponsor to either provide to the County upon request, or to allow inspection and copying of, all

public records made or received by the Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

**C. IF THE SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPONSOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (386) 313-4005, BY EMAIL AT [publicrecords@flaglercounty.gov](mailto:publicrecords@flaglercounty.gov), OR AT THE FOLLOWING MAILING ADDRESS 1769 E. MOODY BLVD., BLDG. 2, ATTN: FLAGLER COUNTY PUBLIC RECORDS, BUNNELL, FL 32110.**

D. The Sponsor acknowledges and agrees that the County, or its authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Sponsor’s personnel for the purpose of interview and discussion related to such documents. In the event any work is subcontracted, the Sponsor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

E. The County, or its authorized representatives, shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Sponsor and its subcontractors corresponding to the duration of its records retention obligation for this Agreement.

F. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

G. The Sponsor agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**SECTION 14. INDEPENDENT CONTRACTOR**

The Sponsor acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of County. In no event shall any provision of this Agreement make the County liable to any person or entity that contracts with or provides goods or services to the Sponsor in connection with this Agreement, and the Sponsor will hold the County harmless from same. There is no contractual relationship, either express or implied, between the County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to the Sponsor as a result of this Agreement.

**SECTION 15. INSURANCE.**

The Sponsor shall obtain the following types of insurance, on a per unit basis, within thirty (30) days of receiving a Certificate of Occupancy on any SHIP-assisted units constructed with funds subject to this Agreement, which policies must be approved by the County. Approval by the County of any policy of insurance shall not, however, relieve the Sponsor from its responsibilities to maintain the insurance coverage required herein for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.

A. Property, Casualty, and Flood Insurance. The Sponsor shall obtain, at Sponsor's expense, and keep in effect during the term of the Agreement, all-risk property insurance (including wind and named storm) for the replacement cost of the property for SHIP-assisted units constructed with funds subject to this Agreement. Coverage limits shall not be less than the fair market value of the subject unit(s). The Sponsor shall also obtain and keep in effect flood insurance coverage for SHIP-assisted units constructed with funds subject to this Agreement that are located within a 100-year floor zone.

B. Commercial General Liability. The Sponsor shall obtain, at Sponsor's expense, and keep in effect during the term of the Agreement, Commercial General Liability Insurance in a minimum amount of \$1,000,000 with an umbrella policy in a minimum amount of \$2,000,000 covering the SHIP-assisted units constructed with funds subject to this Agreement for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander).

C. Employee Dishonesty, Third Party Fidelity Bond, and Money and Securities. The Sponsor shall obtain, at Sponsor's expense, and keep in effect during the term of the Agreement, Employee Dishonesty, Third Party Fidelity Bond, and Inside/Outside Money and Securities coverage for County SHIP funds in the care, custody, or control of the Sponsor. Coverage limits shall not be less than \$330,000.

D. Errors and Omissions Officers and Directors Liability. The Sponsor shall obtain, at Sponsor's expense, and keep in effect during the term of the Agreement, Errors and Omissions Officers and Directors Liability coverage.

E. Insurer Requirements. 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 any insuring company is required to have a minimum rating of A++, A+, A or A-, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

F. Certificates of Insurance. At the County's request, the Sponsor shall furnish to the County certificates of insurance evidencing the coverages required hereunder. Should the County find it necessary to require copies of the underlying policies, the Sponsor shall provide them promptly for County's review and approval. The certificates shall clearly indicate that the Sponsor has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until the County has approved these policies. This Agreement may be terminated by the County, without penalty or expenses, if proof of any insurance required hereunder is not provided to the County for review within ninety (90) days of the date of execution of this Agreement.

G. Notice of Change in Policy. All certificates required hereunder must contain language requiring thirty (30) days' notification to the insured unless otherwise agreed to in writing by the parties but under no circumstance upon less than ten (10) days' notice or as permitted under Florida law, prior to any cancellation or reduction of limits taking effect. Upon receipt of any such notification, the Sponsor shall promptly provide the County with a copy of such notification.

**SECTION 16. INDEMNIFICATION AND HOLD HARMLESS CLAUSE.**

To the fullest extent permitted by applicable law, the Sponsor shall protect, defend, indemnify, save and hold the County, its officials, commissioners, employees, and agents harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Sponsor, including its officers, agents, and employees, resulting from the Sponsor's work as further described in this Agreement and its attachments, which may arise in favor of any person or persons resulting from the Sponsor's performance or non-performance of its obligations under this Agreement except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, the Sponsor hereby agrees to indemnify the County for all reasonable expenses and attorneys' fees (at the trial and all appellate levels) incurred by or imposed upon the County in connection therewith for any loss, damage, injury, liability or other casualty. The Sponsor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Sponsor. The Sponsor further agrees to pay all reasonable expenses and attorneys' fees (at the trial and all appellate levels) incurred by the County in establishing the right to indemnity.

The Sponsor further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under this Agreement. All individuals hired are employees of the Sponsor and not of the County.

The provisions of this Section shall survive the expiration or termination of this Agreement.

**SECTION 17. MISCELLANEOUS.**

A. Notices. All notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to the County: County Administrator  
1769 East Moody Boulevard, Building 2  
Bunnell, Florida 32110

With a copy to: County Attorney  
1769 East Moody Boulevard, Building 2  
Bunnell, Florida 32110

If to the Developer: Abundant Life Ministries – Hope House, Incorporated

1108 S. State Street #107  
Bunnell, Florida 32110

B. Bankruptcy, Insolvency, or Winding Down of Business. In the event the Sponsor is dissolved or otherwise ceases to exist, declares bankruptcy, or otherwise becomes insolvent, or refuses to perform its duties set forth herein, the County shall be noticed of all events and provided a succession plan within three (3) business days.

C. Payment of Taxes and Fees. The Sponsor agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, permit fees and utility service charges of whatever nature that may be applicable to the Sponsor and to take out and keep current all licenses, whether municipal, state, or federal, that are required for the conduct of its business or operation. The Sponsor further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges to become delinquent.

D. Licenses and Permits. The Sponsor and/or any third-party providers performing goods or services relative to the Project shall possess requisite County licenses or permits, if any.

E. Remedies. Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Sponsor, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Sponsor. The provisions of this Subsection E shall survive the expiration or termination of this Agreement.

F. Governing Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement shall be exclusively in Flagler County, Florida.

G. Amendments. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

H. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

I. Execution in Counterparts. This Agreement, and any amendments thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

J. Headings. Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

K. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be

interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

L. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement because of this Agreement or any right to enforce any provisions of this Agreement.

M. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties with respect to SHIP funds. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

N. Further Cooperation. Each Party agrees to cooperate with the other, at the other Party's request, to execute any and all documents or instruments, or to obtain any consents, in order to assign, transfer, perfect, record, maintain, enforce or otherwise carry out the intent of the terms of this Agreement.

[This space intentionally left blank; signature pages to follow.]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed, the day and year last written below.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
Andrew S. Dance, Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit Court  
and Comptroller

APPROVED AS TO LEGAL FORM:

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2024.11.07 16:51:35 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

[This space intentionally left blank; signature page to follow.]

**ABUNDANT LIFE MINISTRIES-HOPE  
HOUSE INCORPORATED**

---

Signature

---

Print Name, Title

---

Date

ATTEST:

---

Signature

---

Name, Title

[End of Signature Pages; Exhibits to Follow.]

**EXHIBIT “A”**  
**MORTGAGE**

Prepared by & Return To:

Devrie Paradowski  
Flagler County Housing Services  
1000 Belle Terre Blvd.  
Palm Coast, Florida 32164

**DEFERRED PAYMENT MORTGAGE**  
**(FLAGLER COUNTY SHIP)**

**THIS MORTGAGE** (hereinafter referred to as “Mortgage”) is made this 4th day of November 2024, between **ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INCORPORATED**, a Florida not-for-profit corporation, having principal offices at 1108 S. State Street # 107, Bunnell FL 32110, (hereinafter referred to as “Mortgagor”), and **FLAGLER COUNTY**, a political subdivision of the State of Florida, acting through the Board of County Commissioners, whose address is 1769 E. Moody Boulevard, Bunnell, FL 32110 (hereinafter referred to as “Mortgagee”).

**RECITALS**

**WHEREAS**, the Mortgagee has granted the Mortgagor a loan in the principal sum of Three Hundred Thirty Thousand Dollars and No Cents (\$330,000.00) (the “Loan”), which indebtedness is evidenced by the Mortgagor’s Promissory Note dated November 18, 2024, attached hereto as Exhibit “A” and incorporated by reference herein (the “Note”); and

**WHEREAS**, the Mortgagee, as a condition precedent to the making of the Loan, has required that the Mortgagor provide the Mortgagee with security for the payment or repayment of the indebtedness represented by the Note and for the performance, observance and discharge by the Mortgagor of the various covenants, stipulations and agreements made by the Mortgagor to, in favor of, and for the benefit of the Mortgagee with respect to said indebtedness.

**NOW THEREFORE**, in consideration of, and in order to secure the payment or repayment of the aggregate principal sum of money named in the Note, and the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby grant, convey, and mortgage unto the Mortgagee, in fee simple, all those certain lands, situate, lying and being in Flagler County, Florida, described as follows:

With the noted exceptions in this paragraph, All Lots in Blocks 213, 214, 215(except that part or section previously deed by first party to the City of Bunnell, Florida for a sewer or waste water processing facility), 222(except that part or section previously deeded by first party to the City of Bunnell, Florida for a sewer or waste water processing facility) & 223(except Lots 3, 4, 5, 6, 7 & 8), Section 15, TOWN OF

BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02130-0030; and

With the noted exception in this paragraph, All Lots in Block 249(except Lot 1), Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02490-0020; and

All Lots in Blocks 268 & 269, Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02680-0000; and

Subject however to substitution of this legal description by amendment to this instrument of the legal description as finalized in the title policy being procured for the property.

**TOGETHER**, with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, building or structure which are necessary to complete use and occupancy of such building or structure for the purpose for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating and air conditioning equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

**TO HAVE AND TO HOLD** the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

**AND** the Mortgagor covenants that the Mortgagor is lawfully seized of the Property hereby conveyed and has full power and lawful right to mortgage, grant, and convey the Property, and that the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the Mortgagee's interest in the Property (if any);

1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note and all other charges and indebtedness provided therein and in this Mortgage at the times and in the manner provided in the Note and in this Mortgage.

2. The Mortgagor will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions of every kind and nature whatsoever, now and hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien of which the lien of this Mortgage is expressly subject.

3. This Mortgage and the Note were executed and delivered to secure moneys advanced in full to the Mortgagor by the Mortgagee as or on account of a loan evidenced by the Note, for the

purpose of making the improvements described or referred to in that certain SHIP Rental Development Agreement between Flagler County and Abundant Life Ministries-Hope House, Incorporated relative to the mortgaged property, and for such other purpose, if any, described or referred to therein.

4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, nor will the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof and will promptly comply with all the requirements of Federal, State and local governments, and of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, to which this Mortgage is expressly subject, as set forth in the granting clause above.

6. (a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed in the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be carried in companies approved by the Mortgagee and all policies shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which later event, certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, the Mortgagor shall promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind or insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) In the event of loss or damage to the mortgaged property, the Mortgagor will give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment thereunder for such loss to the Mortgagor and the Mortgagee jointly, unless the amount of the loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject;

and the insurance proceeds, or any part thereof, if received by the Mortgagee, may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and together with such policy and appropriate assignment of such right, title and interest, which shall be made by the Mortgagor.

7. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon the mortgaged property and inspect, repair, protect, care for or maintain such property as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor as the Mortgagee may in its sole discretion deem necessary and expenses reasonably incurred for doing so shall become part of the indebtedness secured hereby, shall become immediately due and payable, and shall bear interest at the highest rate allowed by law.

8. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State Insolvency Law, or under the provisions of any Bankruptcy Act as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness due and payable upon the happening of any of the following events:

(a) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness, within thirty days after the Mortgagor has been given notice of such nonperformance.

(b) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any such instrument creating a lien upon the mortgaged property or any part thereof, which shall have priority over the lien of this Mortgage.

(c) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein, or in any of the agreements entered into by the Mortgagor with Mortgagee (including but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of the Mortgagor.

(d) The sale, lease, or other transfer of any kind or nature of the mortgaged property, or any part thereof.

(e) The Mortgagor's use of the mortgaged property for any purpose other than as a group residence for "Low-Income Persons" who are also "Persons Who Have Special Housing Needs" as those terms are defined by Rule 67-37.002(21), Florida Administrative Code (Revised 11/22/2009),

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable are in this Mortgage called "events of default."

9. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the Mortgaged property, to such extent as the Mortgagee may exclusively determine, and each amount paid, if any, by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee, and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

10. The Mortgagor is lawfully seized of the mortgaged property and has good right, full power and lawful authority to sell and convey the same in the manner above provided and will warrant and defend the same to the Mortgagee forever against the claims and demands of any and all parties whatsoever.

11. This Mortgage and all the covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and to the extent permitted by law, every subsequent owner of the mortgaged property, and shall be binding upon and inure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally, under all the provisions hereof and under the Note. The word "Mortgagor" shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

[This space intentionally left blank; signature page to follow.]

**IN WITNESS WHEREOF**, this Mortgage has been duly signed and sealed by the Mortgagor on or as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

**ABUNDANT LIFE MINISTRIES-HOPE HOUSE INCORPORATED**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

As its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for Abundant Life Ministries-Hope House Incorporated, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print Name of Notary Public

**EXHIBIT “B”**  
**PROMISSORY NOTE**  
**PROMISSORY NOTE**  
**(FLAGLER COUNTY SHIP)**

\$330,000.00

Bunnell, Flagler County, Florida

FOR VALUE RECEIVED **ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INCORPORATED**, a Florida not-for-profit corporation (hereinafter sometimes referred to as the “Borrower”), having principal offices at 1108 S. State Street # 107, Bunnell FL 32110, promises to pay to the order of the **BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY**, on behalf of Flagler County, a political subdivision of the State of Florida (the “Lender”), whose address is 1769 E. Moody Boulevard, Bunnell, Florida 32110, or such other place as it may direct in writing, the principal sum of Three Hundred Thirty Thousand Dollars and No Cents (\$330,000.00) without interest thereon, payable in lawful money of the United States or its equivalent thirty (30) years from November 18, 2024. The unpaid principal balance of this Promissory Note shall be amortized as follows:

If the apartment units improved with funds provided pursuant to this Promissory Note are continuously occupied exclusively by “Low-Income Persons” who are also “Persons Who Have Special Housing Needs” as these terms are defined by Rule 67-37.002(21), Florida Administrative Code (Revised 11/22/2009) and the Borrower maintains that property as required by the Security Agreement referred to herein, the original principal balance shall be deemed paid by the Borrower to the Lender on the thirtieth (30<sup>th</sup>) anniversary date of this Promissory Note. The Lender shall inspect the property annually to determine whether those maintenance obligations have been met. Those maintenance obligations shall be deemed to have been met for any year in which the Lender fails to inspect the property.

The undersigned jointly and severally further agree to pay all costs of collection, including reasonable attorneys’ fees, in case the principal of this Promissory Note is not paid when due or at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

This Promissory Note is secured by a Security Agreement as described in Forms UCC-1 recorded in the Public Records maintained by the Clerk of Courts for Flagler County, Florida, and with the Secretary of State for the State of Florida.

Demand, protest and notice of demand and protest are hereby waived by the Borrower.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of the undersigned to the Lender shall thereupon or thereafter, at the option of the Lender, without notice or demand, become due and payable: (a) failure of the Borrower to perform any agreement hereunder or to pay principal hereon when due; (b) failure to re-certify, in accordance with the requirements of the agreement signed with the Lender on November 18, 2024, each tenant as a low income tenant annually upon the anniversary date of this Note; (c) the filing of any petition under the Bankruptcy Code or any similar federal or state statute, by or against the

Borrower; (d) an application for the appointment of a receiver or the making of a general assignment for the benefit of creditors by, or the insolvency of the Borrower; (e) the entry of a judgment against the Borrower; (f) the issuing or any writ of attachment or writ of garnishment, or the filing of any lien, against the property of the Borrower; (g) the taking of possession of any substantial part of the property of the Borrower at the instance of any government authority; (h) the use of the mortgaged property for any purpose other than as a group residence for “Low-Income Persons” who are also “Persons Who Have Special Housing Needs” as those terms are defined by Rule 67-37.002 (21), Florida Administrative Code (Revised 11/22/2009); (i) the sale, lease, or other transfer of any kind or nature of the mortgaged property or any part thereof; (j) failure of the Borrower to maintain the property as required by the Security Agreement securing this Promissory Note; (k) the existence of an event of default under the Security Agreement; or (l) failure of the Borrower to comply with the requirements of Chapter 67-37, Florida Administrative Code.

Pursuant to § 420.9075 (5) (g), Florida Statutes, in the event that the property securing this Promissory Note is offered for sale prior to the end of the fifteen year period, it shall be subject to a right of first refusal for purchase at the current market value by eligible non-profit organizations who would provide continued occupancy by Eligible Persons as that term is defined by Rule 67-37.002 (21), Florida Administrative Code.

The undersigned has executed this Note on or as of the date and year first above written.

**ABUNDANT LIFE MINISTRIES-HOPE  
HOUSE INCORPORATED**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "C"

### DECLARATION OF COVENANTS AND RESTRICTIONS

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS** (this "Declaration") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INCORPORATED**, a Florida not-for-profit corporation (hereinafter referred to as the "Declarant"), whose address is 1108 S. State Street # 107, Bunnell FL 32110, Florida, in favor of **FLAGLER COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), having its principal place of business at 1769 E. Moody Boulevard, Bunnell, FL 32110:

WHEREAS, the Declarant owns certain property in Flagler County, Florida, more particularly described as follows (hereinafter referred to as the "Property"):

With the noted exceptions in this paragraph, All Lots in Blocks 213, 214, 215(except that part or section previously deed by first party to the City of Bunnell, Florida for a sewer or waste water processing facility), 222(except that part or section previously deeded by first party to the City of Bunnell, Florida for a sewer or waste water processing facility) & 223(except Lots 3, 4, 5, 6, 7 & 8), Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02130-0030; and

With the noted exception in this paragraph, All Lots in Block 249(except Lot 1), Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02490-0020; and

All Lots in Blocks 268 & 269, Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 10-12-30-0850-02680-0000; and

Subject however to substitution of this legal description by amendment to this instrument of the legal description as finalized in the title policy being procured for the property; and

WHEREAS, the County provided the Declarant a loan in the amount of Three Hundred and Thirty Thousand and No/100 Dollars (\$330,000.00) (the "Loan") with funds provided to the County by the State Housing Initiatives Partnership Program ("SHIP") to assist with the construction of Permanent Supportive Housing for youth who are aging out of foster care, individuals with disabling conditions, and affordable housing for extremely low-income individuals, to be comprised of twenty-eight (28) two- and three-bedroom units that will house approximately 2-6 people per unit together with a community center, chapel, gym, administrative offices, and associated infrastructure (hereinafter referred to as the "Project"); and

WHEREAS, as a condition of receipt of the Loan funds, the Declarant agreed to restrict the occupancy and rental of four (4) of the rental units in the Project to be designated as low-income SHIP units for a period of thirty (30) years; and

WHEREAS, the County agreed to make the Loan, provided Declarant places certain restrictions on the Property pursuant to the Development Agreement that run with the Property and as more fully described herein in Exhibit “A” attached hereto and made a part hereof.

**NOW THEREFORE**, Declarant hereby declares that the above-described Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of providing affordable rental housing for low-income residents:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Affordability Requirements. The affordability requirements as set forth in the SHIP Act, Sections 420.907 through 420.9089, Florida Statutes (as amended), and the SHIP regulations, Chapter 67-37, Florida Administrative Code, (as amended), specifically including the income and occupancy restrictions attached hereto as Exhibit “A” and made a part hereof, shall be covenants that shall touch and concern the land and Property described above and shall be deemed covenants running with the land.
3. Deed Restrictions. Any deed of conveyance of the Property from the Declarant to an owner or the owner’s successors, assigns or transferees shall contain a provision stating that **“each SHIP Unit of affordable rental housing developed or constructed on the Property shall be subject to the affordable rental housing requirements set forth in the SHIP Act, Sections 420.907 through 420.9089, Florida Statutes (as amended), and Exhibit “A” of the Declaration of Covenants and Restrictions, recorded in Official Records Book \_\_\_\_, Page \_\_\_\_, Public Records of the County of Flagler County, Florida on \_\_\_\_\_, 20\_\_, and any amendments thereto”** for the time period set forth in Section 4 of the Declaration.
4. Time Period. Other than the Right of First Refusal (as defined in Exhibit “A”), the terms, provisions and conditions set forth herein shall expire thirty (30) years from the date of certificate of occupancy for the SHIP units and submission of a project completion report to the County, showing the incomes of all tenants residing or to be residing in the SHIP units meeting the definition of a low-income household as defined in 420.9071, Florida Statutes (as amended).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name as of the date first above written.

Signed, sealed, and delivered in the presence of:

**ABUNDANT LIFE MINISTRIES-HOPE HOUSE INCORPORATED**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

As its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for Abundant Life Ministries-Hope House Incorporated, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public - State of Florida

\_\_\_\_\_  
Print Name of Notary Public

## EXHIBIT A

### INCOME AND OCCUPANCY RESTRICTIONS

1. Affordability. The Declaration requires that rental housing assisted with SHIP funds meet the affordability requirements of the SHIP Act and Regulations (hereinafter “Affordability Requirement”). Repayment of the loan will be required if the housing does not meet the affordability requirement for the specified time period. Specifically:

a. For a period of **thirty (30) years**, commencing on the date of occupancy for the SHIP units and submission of a project completion report to the County showing the incomes of all tenants residing in the SHIP units (“SHIP units”) meeting the definition of a low-income household as defined in 420.9071, Florida Statutes (as amended).

b. This Affordability Requirement shall remain in effect for the term stated herein irrespective of the sale, conveyance, or other transfer of the Property, and irrespective of the termination, satisfaction, release, or other discharge of any mortgage or the lien thereof upon the Property, and shall be binding upon the Declarant, its successors, assigns and transferees, and all parties having any right, title or interest in the Property provided, however, that upon foreclosure or other transfer in lieu of foreclosure, the affordability period shall be terminated if such foreclosure or other transfer recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid the termination of low-income affordability; and further provided that the affordability restrictions shall be revived according to the terms hereof if, during the original affordability period, the owner of record before the foreclosure or other transfer, or any entity that includes such former Declarant or those with whom such former Declarant has or had family or business ties, obtains an ownership interest in any of the Property.

c. Declarant hereby grants a first right of refusal with respect to the Property to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons (the “Right of First Refusal”). Notwithstanding the foregoing, the aforesaid Right of First Refusal shall terminate at such time that Declarant satisfies the debt evidenced by the Note.

2. Rents. The rents charged by the Declarant for the SHIP units shall comply with the rules for rents published annually by the Florida Housing Finance Corporation (“FHFC”) and adjusted for bedroom size and household income for units assisted with SHIP funds

3. Occupancy. The following rent provisions will apply to such Units:

a. The SHIP units **will not be** occupied by households whose annual incomes **exceed eighty percent (80%) of the area median income** for Flagler County, Florida, as determined annually by FHFC and HUD, adjusted for family size.

b. While occupying the rental unit, a low-income household’s annual income may increase to an amount not to exceed one hundred forty percent (140%) of eighty percent (80%) of the area’s median income adjusted for family size.

c. The Declarant shall re-examine the income of each tenant household living in the SHIP units at least annually. The maximum monthly rent shall be recalculated by the Declarant in accordance with the requirements of the SHIP Act.

d. In the event that requirements of the SHIP statute shall become less restrictive with respect to the income levels for eligibility for occupancy of SHIP Units, the requirements of the then-applicable governmental regulations shall prevail over those stated in this Declaration.

4. Non-Discrimination. The Declarant will not discriminate against any person or family on the ground of race, color, creed, age, national origin, sex, religion, ancestry, and physical handicap, family or marital status in violation of local, state and federal anti-discrimination laws and statutes in the use, lease, rental, sale, or occupancy of any residential unit in the Property.

# Purchasing

1769 E. Moody Blvd, Bldg. 2  
Bunnell, FL 32110



[www.flaglercounty.gov](http://www.flaglercounty.gov)

Phone: (386)313-4008

Fax: (386)313-4108

## NOTICE OF INTENT TO AWARD

This is a notice of intent from the Purchasing Manager to the Board of County Commissioners of Flagler County to award the following solicitation:

**SOLICITATION NO.: 24-043P**

**SOLICITATION NAME: Small Project Rental Development**

**INTENDED AWARD TO: Abundant Life Ministries**

Further questions regarding the award of this solicitation may be directed to the Purchasing Department at (386) 313-4008 or [purchasing@flaglercounty.org](mailto:purchasing@flaglercounty.org)

Robert Rounds, CPPB  
Purchasing Manager  
Flagler County Board of County Commissioners  
Posted

FAILURE TO FOLLOW THE PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN SECTION 22 OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING MANUAL SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS. THAT PURCHASING MANUAL IS AVAILABLE FOR PUBLIC INSPECTION IN THE PURCHASING DEPARTMENT AND ON THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS' WEBSITE ([WWW.FLAGLERCOUNTY.ORG](http://WWW.FLAGLERCOUNTY.ORG)) AND MAY BE OBTAINED FROM THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING DEPARTMENT.

**Andy Dance**  
District 1

**Greg Hansen**  
District 2

**David Sullivan**  
District 3

**Leann Pennington**  
District 4

**Donald O'Brien, Jr.**  
District 5

ABUNDANT LIFE MINISTRIES-HOPE HOUSE,  
INC.

PROPOSAL

RFP # 24-043P

Small Project Rental Development

**COPY**



1108 S. State Street  
Suite 107  
Bunnell, FL 32110  
386-313-6381 ☎  
administrator@almhhi.org ✉  
www.almhhi.org 🌐

June 26, 2024

Flagler County BoCC  
Procurement Division  
1769 E. Moody Blvd  
Bunnell, FL 32110

Flagler County BoCC:

Abundant Life Ministries-Hope House, Inc., is a 501c(3) faith based non-profit organization located in Flagler County. The goal of Abundant Life Ministries-Hope House, Inc., is to enhance the quality of life for children, youth, and adults through a system of care with emphasis on family preservation; housing stabilization; and economic self-sufficiency. To accomplish our goal, we are striving to make Phoenix Crossings a Permanent Supportive Housing development a reality.

Phoenix Crossings, through a family centered approach will provide access to a continuum of care through community partners and the subsidiaries of Abundant Life Ministries-Hope House, Inc. In addition, family case management, support groups, parenting education, peer mentoring, community service awareness and life skills education will facilitate an integrated support system with Permanent Supportive Housing.

Phoenix Crossings is divided into three target groups: 1) Youth who are aging out of foster care, 2) individuals with disabling conditions and 3) Affordable housing for extremely low income. In addition, the community at large will benefit from the basketball court and community rooms. The administrative building, through partnerships with other on-site organizations, will serve as a hub for the residents of Phoenix Crossings and a resource center for the community. Additionally, Phoenix Crossings will be in a centralized location in Flagler County with approximately 110,000 residents with ease of access to I-95, US Hwy 1, and State Road 100.

The economic impact for the City of Bunnell and Flagler County will be significant as Phoenix Crossings will be a sign of progression in a community experiencing economic depression. A lack of public transportation access to much needed social services has been an on-going issue plaguing this community; this project will serve as a resource center for the community given that the need to travel to numerous locations and the adjoining counties will no longer be a barrier to accessing assistance.

Sincerely,



Sandra Shank  
CEO/Founder

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# **TAB 2**

## **QUALIFICATIONS**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUL 30 2007**

Employer Identification Number:  
59-3757611

DLN:  
17053118724017

ABUNDANT LIFE MINISTRIES HOPE HOUSE  
INCORPORATED  
PO BOX 354925  
PALM COAST, FL 32135-0000

Contact Person: PAULA J MOLL-MALONE ID# 31262  
Contact Telephone Number:  
(877) 829-5500  
Public Charity Status:  
509(a)(2)

Dear Applicant:

Our letter dated May 22, 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, our letter dated January 11, 2007 in which you were presumed to be a private foundation is hereby superseded. You are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://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.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> 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.)</p> <p><b>Abundant Life Ministries-Hope House, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p> <p><b>Phoenix Community Services</b></p> <p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                <input type="checkbox"/> C corporation                <input type="checkbox"/> S corporation                <input type="checkbox"/> Partnership                <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____  <b>Note:</b> 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.  <input checked="" type="checkbox"/> Other (see instructions) <b>501(c)3</b> </p> <p><b>3b</b> 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 <input type="checkbox"/></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: center;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>1108 S State St, Suite 107</b></p> <p><b>6</b> City, state, and ZIP code</p> <p><b>Bunnell, FL 32110</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**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.

<b>Social security number</b>									
<b>OR</b>									
<b>Employer identification number</b>									
5	9	-	3	7	5	7	6	1	1

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person	Date <b>6/27/2024</b>
------------------	--------------------------	-----------------------

### 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](http://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



# **TAB 3**

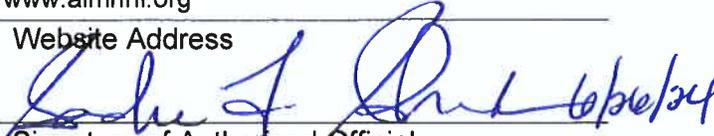
# **FORMS**

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA  
RFP #24-043P**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer's information below:

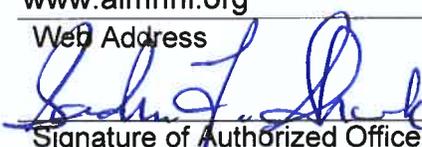
<u>Abundant Life Ministries-Hope House, Inc.</u>	<u>386-313-6381</u>
<b>Name of Proposer</b>	<b>Telephone Number</b>
<u>1108 S. State Street, Suite 107</u>	<u>Bunnell, FL 32110</u>
<b>Street Address</b>	<b>City/State/Zip</b>
<u>ALMHHI@almhhi.onmicrosoft.com</u>	<u>www.almhhi.org</u>
<b>Email Address</b>	<b>Website Address</b>
<u>Sandra Shank, CEO</u>	
<b>Print Name &amp; Title of Authorized Officer</b>	<b>Signature of Authorized Official</b>
	<b>Date</b>

**ATTACHMENT B, PROPOSAL SIGNATURE FORM  
RFP #24-043P**

The undersigned represents that:

- (1) By signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable.
- (2) All facts and responses set forth in the proposal are true and correct.
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP.
- (4) By submitting a proposal and signing below, the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (5) The Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Proposer's information below:

Abundant Life Ministries-Hope House, Inc.	386-313-6381
Name of Proposer	Telephone Number
1108 S. State Street, Suite 107	Bunnell, FL 32110
Street Address	City/State/Zip
ALMHHI@almhhi.onmicrosoft.com	www.almhhi.org
Email Address	Web Address
Sandra Shank, CEO	
Print Name & Title of Authorized Officer	Signature of Authorized Officer
	6/5/24
	Date

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES  
CERTIFICATION  
RFP #24-043P**

SWORN STATEMENT PURSUANT TO FLAGLER COUNTY PROCUREMENT CODE, SECTION 2-26  
ARTICLE V,

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Flagler County by Sandra Shank CEO  
[print individual's name and title]

For Abundant Life Ministries-Hope House, Inc.

[name of entity submitting sworn statement]

whose business address is: 1108 S. State Street, Suite 107

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3757611

\_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement:

I understand that no person or entity shall be awarded or receive a county contract for public  
improvements, procurement of goods or services (including professional services) or a county  
lease, franchise, concession or management agreement, or shall receive a grant of county  
monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Flagler  
County, the State of Florida, or any other public entity, including, but not limited to the  
Government of the United States, any state, or any local government authority in the United  
States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among proposers or prospective proposers in  
restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's  
Purchasing Director, reflects negatively upon the ability of the person or entity to conduct  
business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a  
matter of record, but has not been prosecuted for such conduct, or has made an admission of  
guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of  
guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has  
admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to  
the direction or authorization of an official thereof (including the person committing the offense, if  
he is an official of the business entity), the business shall be chargeable with the conduct herein  
above set forth. A business entity shall be chargeable with the conduct of an affiliated entity,  
whether wholly owned, partially owned, or one which has common ownership or a common Board  
of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business  
entity controls or has the power to control another business entity, or if an individual or group of  
individuals controls or has the power to control both entities. Indicia of control shall include,

without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Flagler County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Flagler County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

  
Signature of Contractor Representative

STATE OF Florida

COUNTY OF Flagler

Sworn to and subscribed before me this 26 day of June, 2024 by \_\_\_\_\_  
SANDRA SHANK  Personally known OR  Produced the following identification

\_\_\_\_\_  
[Type of identification]

  
Notary Public Signature

My commission expires 9/12/2027

KAREN J. SMITH  
[Print, type or stamp Commissioned name of Notary Public]



**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**Attachment D, INSURANCE COVERAGE REQUIREMENTS AND STATEMENT  
RFP 24-043P**

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverage indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement 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 Agreement 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
- \$ 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**

**Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**□ Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance 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:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

[Remainder of page intentionally left blank]

**INSURANCE STATEMENT  
RFP 24-043P**

In response to any contract resulting from this solicitation and shall provide the insurance coverage required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: Abundant Life Ministries - Hope House, Inc. Date: 6/26/2024

Signature (Authorized Official): 

Printed Name/Title: Sandra F. Shank, CEO

Insurance Agency: BKS Partners

Agent Name: Mark Purcell Agent Phone: 574-370-4547

***Return this signed statement with your proposal.***

## **QUESTIONNAIRE**

### **Project Description**

**1. Please provide a detailed description of your proposed project:**

Describe the type of work to be performed and what services will be provided, if any, to the tenants of your project.

Residents of Phoenix Crossings will consist of youth aging out of foster care, adults with disabling conditions and extremely low-income. Serving the needs of teens in foster care has been the catalyst for the formation of Phoenix Crossings. Twenty years of direct experience has demonstrated the need for Permanent Supportive Housing for the youth aging out of foster care, adults with disabling conditions and extremely low-income demographic. This tri-fecta demographic is reflective of many of the children and families under the supervision of the Department of Children and Families (DCF). Many of the youth who have resided within our home quite possibly may have avoided family separation if Permanent Supportive Housing were an option for the family. Permanent-permanency is stability and Supportive- support is the hand-up that is needed to achieve the stability and security that leads to transformation. Permanency and Supportive services are critical factors in allowing individuals the time and resources needed to result in self-sufficiency.

**2. What is the location of your project?**

N. Intersection HWY 100 and N. Bay Street. Bunnell FL –32110-6187.  
Latitude: 29.464380  
Longitude: -81.263055

**3. Provide a clear and specific problem statement that your project addresses.**

Unfortunately, many of the disabling conditions that plague the targeted demographic aren't obviously seen. The most prevalent disabling conditions (in the experience of ALM-HHI) are trauma related and often result in debilitating mental health and substance abuse disorders. The persistent impacts of trauma experienced by these individuals and families can be mitigated by the construction of twenty-eight new affordable housing units.

**4. Who will identify prospective tenants for this project and how will they be made aware of available units at your development/project?**

Abundant Life Ministries – Hope House, Inc. (ALM), its Service Coordinator, and Everglades Housing Group, Inc. (EHG), its Management Company along with the Flagler County Housing Authority and Flagler Cares will refer and identify prospective tenants who qualify for the targeted demographic.

**5. Please provide a detailed list of the eligibility requirements for tenants who will live at your proposed project.**

Youth aging out of foster care, disabling condition as defined by federal civil rights laws:  
Has a physical or mental impairment that substantially limits one or more major life activities;  
Has a record of such impairment; Is regarded as having such an impairment and extremely low-income

## Project Demographics

### 6. What is the population that will benefit from your project?

Residents of Phoenix Crossings will consist of youth aging out of foster care, adults with disabling conditions, and extremely low-income.

### 7. What is the geographic area that will be served by your project?

Flagler County residents.

### 8. How many tenants do you anticipate serving in total?

There will be twenty-eight two- and three-bedroom units that will house approximately 2-6 people per unit.

## Outcomes

### 9. What performance measures and outcomes do you anticipate for this project?

The construction of 28 affordable rental units of permanent supportive housing; the performance measures and outcomes anticipated are as follows:

1. Housing stability and support will lead to a reduction in mental health crisis episodes.
2. In partnership with CareerSource Flagler Volusia the following services will be provided leading to job referral, placement and economic self-sufficiency.
  - a. Workshops for seeking and retaining employment (soft skills)
  - b. Academic and skills
  - c. Career planning
  - d. Case management
  - e. Tuition and
  - f. On-the-Job Training

### 10. What method will you use to measure outcomes?

The construction of 28 affordable rental units of permanent supportive housing; the method used to measure outcomes will be monthly statistical reports and resident satisfaction surveys completed by case management. Individual/Family Service Plans will be utilized to identify the Needs and Strengths/Weaknesses to aid with the delivery of services that are needed to ensure housing stability, mental and physical health and economic self-sufficiency.

1. Individual/Family Service Plan
2. Monthly Statical Report
3. Resident Satisfaction Surveys

### 11. How does your organization plan to sustain your proposed project?

Through a competitive RFP process, Abundant Life Ministries-Hope House, Inc., was selected by the Flagler County Housing Authority to receive 28 PBV's to fund each unit.

**12. Explain the way you will perform income verifications to determine income eligibility of prospective tenants.**

Abundant Life Ministries-Hope House, Inc. (ALM), its Service Coordinator, and Everglades Housing Group, Inc. (EHG), its Management Company, shall collaborate and undertake distinct roles to provide skilled and experienced site management.

EHG has income qualified more than 30,000 households since its inception including an estimated 1,500 Per annum. It does so under numerous programs from LIHTC, USDA RD, SAIL to HOME. It has an outstanding tenant certification record of compliance at Federal, state, and local level. EHG tenant records are monitored an estimated 18 – 24 times per annum. Specifically, EHG is proficient in meeting FHFC set-aside, income certification, insurance, and financial reporting requirements.

**13. Please describe other organizations in Flagler County performing the same services you are proposing with this fund request.**

Currently there aren't any organizations in Flagler County providing th eservices we are proposing with this fund request.

**14. How will you leverage your project with other organizations performing similar or related services?**

The proposed site is centrally located in the City of Bunnell with a host of community based general services and amenities within walking/biking distance. Additionally, PCS will assist residents with scheduling door to door transportation with Flagler County Transportation for tenant shopping trips, scheduled activities and off-site supportive services. Many of the health insurance plans also provide transportation to essential services.

CareerSource Flagler Volusia as the workforce development board for the two-county local provides employment and training services to the same targeted populations, and has committed to assisting the families and residents of Phoenix Crossings through the following services:

- 1) Workshops for seeking and retaining employment (soft skills),
- 2) Academic and skills assessment,
- 3) Career planning,
- 4) Case management,
- 5) Tuition and books,
- 6) On-the-Job Training, and
- 7) Job referral, placement & retention.

Flagler Cares provide financial stability support services to residents including assistance with obtaining identification, assistance with SSI/SSDI applications through the SOAR program and assistance with other financial stability education and referrals for services.

Florida Department of Health in Flagler County offers medical services—like children's immunizations – for free. Other services are a flat fee, established by the State or County Commission. A third category of services requires a financial application to determine eligibility and cost of services. The Health Department is

a Federally Qualified Health Center (FQHC) providing health care services on a sliding scale for a nominal fee.

The Flagler Free Clinic provides primary care to uninsured, economically challenged residents of Flagler County. They are staffed by doctors and nurses who volunteer their time. For many patients, the clinic is their medical home, a place where they can have a sustained relationship with practitioners, obtain prescriptions and often free medication and medical supplies. Patients may receive blood work and other diagnostic tests at no cost. Access to specialists is provided in-house or by referral. The Free Clinic also has in-house specialties including women's health, orthopedics, eye care, diabetes management, sleep disorders, acupuncture, healthy living counseling, and dental.

Flagler Access Care Center provides a Crisis Response Team (CRT) and is the CRT for the Flagler County CoC. CRT is a mobile outreach service designed to provide mental health services in various settings for ages 0-25, immediate on-site crisis assessment, crisis intervention, and counseling, linkage, and referral follow up contact as needed to promote crisis resolution and evaluation and arrangement for inpatient psychiatric hospitalization as appropriate and necessary. SMA has a Crisis Triage and Treatment Unit (CTTU) at the Bunnell facility that could address situations.

## **Administrative and Financial Capacity**

### **15. Please identify who will be responsible for planning, implementation, and follow-up and reporting.**

Phoenix Crossings, LLC (PC), Abundant Life Ministries - Hope House, Inc. (ALM), its Service Coordinator, and Everglades Housing Group, Inc. (EHG), its Management Company, shall collaborate and undertake distinct roles to provide skilled and experienced site management. EHG is proficient in management of seniors, families, and unaccompanied rental housing; in serving special needs populations from homeless to farm workers; and in meeting regulations associated with LIHTC, SAIL, SHIP, HOME, CDBG, USDA RD and FHLB capital sources. It manages 1,515 current units at present and is considered qualified by FHFC, HUD, USDA and multiple jurisdictions.

### **16. Please identify who will be responsible for managing the rental units (if applicable), to screen tenants, manage property maintenance and repairs, collect rent, determine the rent, market, prepare and enforce leases, manage vacant units, and manage property budget:**

Everglade Housing Group, Inc. Is responsible for managing the rental units.

### **17. Does your organization have written policies and procedures in place to ensure no eligible persons are excluding, including those with disabilities and on a non-discriminatory basis?**

**X Yes     No**

**18. Does your organization have a formal grievance process?**

X Yes     No

**19. Describe your organization’s experience with administering or implementing Federal, State and or local grants.** Detail the dates, amounts, and types of projects you’ve administered or implemented.

Abundant Life Ministries-Hope House, Inc., is a licensed DCF group home that has been contracted Community Partnership for Children (CPC) for over 21 years. The Co-developer, Everglades Community Association is an experienced and qualified FHFC developer. Since inception in 2003 through December 2023, Abundant Life Ministries-Hope House, Inc. has managed \$6,131,622.72 in federal and state funds as a DCF licensed provider. Financial Statements are Reviewed annually by Goodfellow & Associates. In addition, quarterly monitoring is conducted by Community Partnership for Children.

**20. Provide a detailed description of what funds from Flagler County SHIP and Flagler County ARPA will be used to address in your project:**

Flagler County SHIP and ARPA funding will be utilized to fund the development of four of the 28 units that are being constructed.

**21. Describe how your organization will work within the reimbursement and procurement process of Flagler County Board of County Commissioners.** Your organization will need to have sufficient funds available to complete the development activities for your project. Please explain your process.

A bridge loan will be provided by South State Bank.

**22. Please list the lender and the loan amount for any loans you’ve been approved for this project:**

Florida Community Loan Fund	\$2,850,000.00
Florida Housing Finance Corporation HOME Funding	\$6,250,000.00
SouthState Bank	\$550,000.00
Federal Home Loan Bank of Atlanta	\$750,000.00
Deferred Developer Fee	\$953,628.28

**23. Please list all local, state, and federal funds sources, their period of performance dates (complete-by dates), and their amounts that have been approved to fund this project:**

Florida Housing Finance Corporation HOME Funding \$6,250,000.00 completion by 12/1/2025

## Project Readiness

**24. Please provide the name and contact information for your project team's development company complete this project:**

Rural Neighborhoods Incorporated.  
19308 SW 380<sup>th</sup> Street  
Florida City, FL 330034  
Steven Kirk, President  
Office phone: 305-242-2188  
Cell phone: 305-298-1100  
Email [stevekirk@ruralneighborhoods.org](mailto:stevekirk@ruralneighborhoods.org)

**25. Please provide the name and contact information for the general contractor performing the work from sitework to finish and landscaping?**

Marmer Construction, 3321 US HWY 27 South, Sebring, FL 33870  
Marty Wohl, President, [marty@marmerconstruction.com](mailto:marty@marmerconstruction.com),  
Office phone: 863-314-9851 ext 105  
Cell phone: 863-381-2179

**26. Have you completed all pre-development steps?**

SHIP funding has a very strict expenditure deadline requiring any rental units funded by SHIP to be occupied by eligible tenants with eligible rental limit leases by the expenditure deadline of June 30, 2026. For this reason, SHIP funds may only be used for "shovel-ready" projects, meaning, your project should be properly zoned, a contractor should be hired, and your absolute next step is to close on construction financing and have the permit issued for your project.

Yes    No

  
\_\_\_\_\_  
Signature of person completing this form

  
\_\_\_\_\_  
Date completed

Sandra F. Shank  
\_\_\_\_\_  
Printed Name of Signatory

CEO  
\_\_\_\_\_  
Title of Signatory

**TAB 4**

**TRADE SECRETS**

**NO TRADE SECRETS ARE  
BEING CLAIMED**

**TAB 5**

**OFFEROR**

**STATEMENT OF**

**ORGANIZATION**

**TAB 5****OFFEROR STATEMENT OF ORGANIZATION**

1. Legal contracting name and dba- **Abundant Life Ministries-Hope House, Inc. dba Phoenix Community Services**
2. State of incorporation- Florida; organizational chart attached
3. Articles of Incorporation and certification attached
4. By-Laws attached
5. Board Meeting Minutes
6. Contact Information for Offeror's corporate headquarters and local office
  - a. 1108 S. State Street, Suite 107
  - b. Bunnell, FL 32110
  - c. 386-313-6381
  - d. 16 months
7. List of Board of Directors attached
8. List of Chief Operating and Financial Officers
  - a. Sandra Shank
  - b. Chris Freda- Board Treasurer, 973-390-5725, cfreda@professionalclosinginc.com 25 Old Kings Rd N, Suite 4A, Palm Coast, FL 32137
  - c. Jim Bradshaw- Bookkeeper, Storehouse Treasurers-386-283-0987, jbradshaw@storeht.com, 250 Palm Coast Parkway NE, Suite 304-107, Palm Coast, FL 32137
9. Offeror's primary and secondary representatives during RFO process
  - a. Judd Roth, 610-703-2491, [judd@jkrred.com](mailto:judd@jkrred.com), 15 Scott Drive North, Broomfield, CO 80020
  - b. Steve Kirk, 305-242-2188, [stevekirk@ruralneighborhoods.org](mailto:stevekirk@ruralneighborhoods.org), 19308 SW 380<sup>th</sup> Street, P.O. Box 343529, Florida City, FL 33034
10. **There isn't any prior or pending litigation**
11. **There haven't been ownership changes to Offeror's organization in the past three years or any anticipated changes in the future.**

# *State of Florida*

## *Department of State*

I certify from the records of this office that ABUNDANT LIFE MINISTRIES - HOPE HOUSE, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on December 31, 2001.

The document number of this corporation is N02000000025.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 25, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-sixth day of June,  
2024*



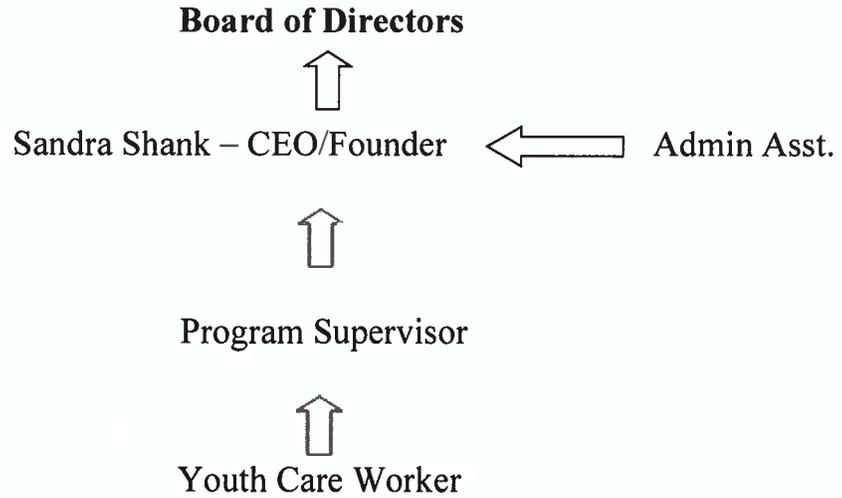
  
Secretary of State

Tracking Number: 4937978803CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

ABUNDANT LIFE MINISTRIES HOPE HOUSE, INCORPORATED  
ORGANIZATIONAL FLOW CHART





**FLORIDA DEPARTMENT OF STATE**

**Katherine Harris**  
Secretary of State

April 9, 2002

Abundant Life Ministries  
Hope House Inc.  
50 Berkshire Lane  
Palm Coast, FL 32137

(386) 447-4580

**SUBJECT: ABUNDANT LIFE MINISTRIES - HOPE HOUSE, INCORPORATED**  
Ref. Number: N0200000025

We have received your document for ABUNDANT LIFE MINISTRIES - HOPE HOUSE, INCORPORATED and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

The document must be signed by the chairman, any vice chairman of the board of directors, its president, or another of its officers.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey  
Corporate Specialist

Letter Number: 102A00021108

### **Amended Article III**

- A. Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organization under section 501©(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code.
- B. No part of the net earnings of the organization shall inure to the benefit of, or be distributed to its members, trustees, officers, or other private persons except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- C. Upon dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501©(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

The corporation will provide and administer educational, economic development, and/or health and human services as outlined in the by-laws of the corporation. Services of this kind may include, but are not limited to:

- Educational services for teen boys aged 13-18 that have been abused, neglected, abandoned, orphaned, are considered at-risk, and are economically or socially challenged-these programs will be designed to promote educational enhancement and success by utilizing tutorial assistance (mathematics, language arts, science, etc.), remedial and developmental management.
- Economic empowerment services that include employment and job readiness training/referral, and life skills training programs including career counseling programs.
- Transitional housing assistance for youths that are exiting foster care programs, or other youths that may have mental and/or social (behavioral) challenges.

- **Individual, family, and group counseling in an effort to promote client self-sufficiency, a greater level of self-esteem, social development, and independence.**
- **Health and human services- counseling, case management, healthcare referral services, and housing.**
- **Each boy would have an individual treatment plan with clear goals and objectives.**

**BY-LAWS  
OF  
ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INCORPORATED**

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**ARTICLE 1 – PURPOSE**

The purpose for which Corporation is organized is to foster and administer social, educational, health and human services. Such services may include, but are not limited to:

- Educational services for teen boys aged 13-18 that have been abused, neglected, abandoned, orphaned, are considered at risk, and are economically or socially challenged- these programs will be designed to promote educational enhancement and success by utilizing tutorial assistance (mathematics, language arts, science, etc.), remedial and developmental management.
- Economic empowerment services that include employment and job readiness training/referral, and life skills training programs including career counseling programs.
- Transitional housing assistance for youths that are exiting foster care programs, or other youths that may have mental and/or social (behavioral) challenges.
- Develop and operate low-income rental housing for economically disadvantaged households and/or persons with special needs.
- Individual, family, and group counseling in an effort to promote client self-sufficiency, a greater level of self-esteem, social development, and independence.
- Health and human services- counseling, case management, healthcare referral services, and housing.
- Each boy would have an individual treatment plan with clear goals and objectives.
- One of the purposes Low-income housing

**ARTICLE II- DIRECTORS**

**SECTION I – FUNCTION**

All corporate powers shall be exercised by or under the authority of and the business and affairs of the corporation shall be managed under the direction of the Board of Directors, and its incorporator.

The incorporator or her duly appointed representative(s) will have perpetual membership on the board of directors throughout the existence of this, or any variation of the organization. In case of illness, mental and/or physical incapacity, or death (to the incorporator), the incorporator, and only the incorporator shall have the authority to appoint her designated representative to the Board of Directors.

## **SECTION II - QUALIFICATION**

All directors of the corporation shall have a basic understanding of the goals and objectives of the organization and a commitment to furthering the work of the organization.

## **SECTION III- NUMBER**

This Corporation shall have 7 (seven) directors. The number of directors may be decreased from time to time by amendment of these By-Laws, but shall never be less than three (3).

## **SECTION IV- APPOINTMENT/TERM**

1. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office for two years.
2. New members may be admitted to the Board by a  $\frac{3}{4}$  vote of the directors present at any regular meeting.
3. The Tenure of duly elected directors will be for a period not to exceed two (2) years.
4. When the term of director expires, a director may be returned to the Board of Directors for a successive two (2) year term, by a  $\frac{3}{4}$  vote of directors present at any meeting of the corporation.
5. Every director shall have the right and be entitled to one vote, in person, by proxy or absentee ballot, upon every motion properly submitted to vote at any meeting of the corporation.
6. A member of the Board of Directors may be subject to termination procedures by the Board by failing to attend four (4) regular meetings within a one (1) year period by a  $\frac{3}{4}$  vote of the directors present at

any regular meeting. The termination procedures will only apply to unexcused absences. When the situation shall occur that a Board member cannot fulfill his/her responsibilities, a recommendation shall be brought before the full Board by the nominating committee regarding a change in status to:

- a. Ex-officio member of the Board
  - b. Separation from the Board
7. The incorporator or her duly appointed representative (s) will serve as a perpetual member of the board of directors throughout the existence of this, or any variation of the organization.

## **SECTION V- DUTIES**

1. A director shall perform his/her duties as a director including duties as a member of any committee of the Board upon which he/she may serve, in good faith, in a manner believed to be in the best interest of the Corporation and with the care of an ordinarily prudent person in a like position, would exercise under similar circumstances.
2. In performing his/her duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared and presented by:
  - a. One or more officers or employees of the Corporation whom the director reasonable believes to be reliable and competent in the matters presented.
  - b. Counsel, public accountants or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or
  - c. A committee of the Board, upon which he/she does not serve, duly designated in accordance with a provision of the By-Laws as to matters within its designated authority, which committee the director reasonable believes to merit confidence.
3. A director shall not be considered to be acting in good faith if he/she has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

4. A person who performs his/her duties in compliance with this section shall have no liability by reason of being or having been a director of the Corporation.

## **SECTION VI – SPECIFIC RESPONSIBILITIES**

1. Board members are expected to attend all Board and Committee meetings of which they are members
2. Board members are expected to participate in matters of the corporation
3. All Board members are expected to abide by the Articles of Incorporation and the By-Laws.
4. All Board members are expected to act in a manner that will enhance the continued growth and development of the corporation.
5. Shall be responsible for the hiring, salary determination and termination of the Executive Director.
6. Initiate fund raising endeavors for the agency

## **ARTICLES III – OFFICERS**

The officers of this corporation shall consist of a President, Vice-President, Secretary, and Treasurer, all of which shall be members of the Board of Directors. Each officer shall be appointed for a term of two (2) years.

### **SECTION I- PRESIDENT**

The President shall:

1. Preside at all meetings of the Board of Directors
2. Appoint all committee chairpersons
3. Be chairperson of the Executive Committee
4. Approve the agenda for each meeting
5. Keep informed of all program and Corporation activities
6. Perform all other duties usually pertaining to the office of the President.

### **SECTION II- VICE PRESIDENT**

The Vice-President shall:

1. Preside at all meetings of the Board of Directors and the Executive Committee in the absence of the President.
2. Be a member of the Executive Committee
3. Perform all duties to him/her by the Board and/or Executive Committee
4. Be an ex-fficio member of all Board committees
5. Assist the President in conducting the business of the Corporation
6. Perform all such duties usually pertaining to the Office of the President in the absence of the President.

### **SECTION III- SECRETARY**

The Secretary shall:

1. Record the minutes of all meetings
2. Record attendance at all meetings
3. Maintain committee reports
4. Be responsible for all necessary correspondence of the Corporation

5. Give notice of all meetings as required by statutes, the By-laws or resolution
6. Be a member of the Executive Committee

## **SECTION IV- TREASURER**

The Treasurer shall:

1. Be custodian of all funds and securities of the Corporation
2. Maintain a record of the accounts of the Corporation and report thereon at each regular meeting of the Board.
3. Make reports at annual meetings and special meeting when requested
4. Work in conjunction with the corporate financial staff to monitor the following:
  - a. Deposit of all funds of the Corporation
  - b. Withdrawal of funds for authorized purposes, upon the joint signatures of one of at least one officer of the Corporation, Treasurer, President, Vice-President or Executive Director and Comptroller.
  - c. All securities and other valuable papers shall be placed in a safety deposit box vault, designated by the Board of Directors, which may be opened only upon join signatures of at least one officer of the Corporation, Treasurer, President, Vice President or Executive Director
  - d. The annual audit of all Corporations accounting and bookkeeping records by an independent firm of Certified Public Accountants at the expense of the Corporation.
  - e. Be a member of the Executive Committee.

## **ARTICLE IV- MEETINGS**

### **SECTION 1- ANNUAL MEETING**

The annual meeting of the corporation shall be held at the time and place designated by the Chairman of the Board.

### **SECTION II- SPECIAL MEETING**

A special meeting may be held on or at the request of the Executive Committee, a member of the Board, or the Executive Director.

### **SECTION III- NOTICE**

At least five (5) days (not to include Saturday and Sunday) notice in writing of each annual or regular meeting shall be mailed to each member of the Board at his or her usual place of business or residence. Notice of a special meeting may be accomplished telephonically to each member of the Board of Trustees.

### **SECTION IV- PLACE**

Meetings may be held within or outside of the State of Florida.

### **SECTION V- QUORUM**

Three (3) members of the Board shall constitute a quorum for the transaction of business.

1. Any member of the corporation present at a meeting without a quorum, may address issues on the agenda and develop resolution and recommendation for board action to be :
  - a. Voted on at the next meeting
  - b. Be signed by absentee ballot by absent board members

### **SECTION VI – PROCEDURE**

***As ascribed in Robert's Rules of Order***

### **SECTION VII - ORDER OF BUSINESS**

The order of business at all meetings shall be as follows:

1. Call to order
2. Roll call

3. Approval of minutes of previous meetings
4. Committee reports
5. Staff reports
6. New Projects and program review
7. Announcements
8. Miscellaneous
9. Adjournment

## **SECTION VIII - ACTION WITHOUT MEETING**

An action required by law, these By-Laws or Articles of Incorporation of this Corporation to be taken at any annual or special meeting of the Corporation or any action which may be taken at any annual or special meeting of the Corporation may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Board having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Directors entitled to vote thereon were present and voted.

Within ten (10) days after obtaining such authorization by written, notice shall be given to those directors who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

## **ARTICLE V – COMMITTEES**

### **SECTION 1 – EXECUIVE COMMITTEE**

The Executive Committee shall be composed of the officers of the Board of Directors and two additional representatives from the Board.

### **SECTION II – STANDING COMMITTEE**

The President, within one month after his/her election, shall appoint the chairperson of each of the standing committees. The chairperson of each of the standing committees shall be a member of the Board of Directors.

member, officer or director, for furtherance of purposes other than those set forth in the Articles of Incorporations.

## **SECTION II – PROHIBITED ACTIVITIES**

- A. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office..
- B. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under 501 (c)(3) of the Internal Revenue Code of 1986 (or any successor thereto) (b) by a corporation, contributions to which are deductible under Section (170(c)(2) of the Internal Revenue Code of 1986 (or any successor thereto), and (c) by an organization which is a public charity described in Section 509 (s) of the Internal Revenue Code of 1986 (or any successor thereto).

## **ARTICLE VIII- DISSOLUTION**

The Corporation may be dissolved pursuant to act of its members and the Board of Directors, in accordance with applicable law.

## **ARTICLE IX – AMENDMENT**

The Board of Directors may amend, revise, repeal, or rescind these By-Laws and/or adopt new By-Laws by a 2/3 vote of the Board at any meeting of the Board of Directors provided the notice of the proposed alteration, amendment, revision, addition, repeal or recession of the By-Laws of adoption of new By-Laws shall be given at least ten (10) days prior to the meeting.

## **ARTICLE X – INDEMNIFICATION**

### **Section I - General Indemnification**

Except as provided in Florida Statutes Section 617.0834, the Corporation shall indemnify against liability, and advance expenses to, to the fullest

- A. Nominating committee- shall submit to the President at least thirty (30) days prior to the annual meeting a slate of officers for election.
- B. Program Committee- shall monitor ongoing activities, plan new programs and foster positive community and public relations.
- C. Personnel Committee- shall monitor personnel policies, make recommendations for personnel action and the revision of personnel policy.
- D. Finance Committee - shall assist the corporate finance staff in keeping the Board fully apprised of the Agency's financial status and to promote the financial stability of the Agency.
- E. Resource Development- shall develop a list of potential donors, make recommendations for fundraising projects, coordinate any fundraising activities, and recommend other income sources for the benefit of the Corporation.

### **SECTION III- AD HOC COMMITTEE**

The President may also establish Ad Hoc Committees as the need arises. The Chairperson of the committee shall be appointed by the President and must be a member of the Board. The Chairperson of the committee shall appoint the remaining committee members who may or may not be members of the Board of Directors. These committees may be dissolved at the discretion of the President.

### **ARTICLE VI- FISCAL YEAR**

The fiscal year of this corporation shall begin on the 1<sup>st</sup> Monday in January of each year, and end on the last Sunday preceding the 1<sup>st</sup> Monday of January of the subsequent year.

### **ARTICLE VII – PROHIBITED ACTIONS AND ACTIVITIES**

#### **Section I- Dividends Prohibited**

The Board of Directors of this Corporation may not declare or pay dividends in cash or property to any member, director or officer, and no part of the net income of the Corporation shall otherwise be distributed to any

extent authorized or permitted by the provisions at 607.0850 of the Florida Statutes, other than Section 607.0850(7), a Florida Business Corporation Act,. As mended, which provisions apply to a not for profit corporation pursuant to Florida Statutes Section 617.0831, (or any amendment or successor provision thereof any other statutory provision authorizing or permitting such indemnification or advancement of expense which is adopted after the date this Article X is adopted) any person, and his heirs, executors, administrators and legal representatives, who is or was a party to any proceeding by reason to the fact that such persons is or was a director, officer, employee or agent of the corporation or is or was serving as a director, officer. Employee or agent of another Corporation, partnership, joint venture, trust or other enterprise at the request of the corporation. Officers and directors whom are so entitled to be indemnified shall be paid their expenses in advance of a final disposition of the proceeding to the maximum extent authorized or permitted by the provisions of Section 607.0850(6) of Florida Statutes any amended or successor section.

### **Section II- Expenses**

Article X, Section 1 of these By-Laws shall not be construed to mean that the indemnification and advancement of expenses by the corporation pursuant to Section 607.0850(7) Florida Statutes, any amended or successor section, to the extent and in the manner described by the corporation and permitted by law.

### **Section III- Definitions**

Terms used in the Article X shall have the meanings ascribed to them in Section 607.0850 (11) Florida Statutes or any amended or successor section.

Amended February 17, 2023

**ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INC.**

**Board of Directors Minutes on 12/04/24**

Attendance: Dan B, Chris F, Adrienne D, Olga W, Sandra S, Maria B

Guest: Silvan Frank

Absent: Sam Ayodele

Called to Order: 5:39 pm

Opening Prayer: Sandra

Approval of minutes: Maria, 2<sup>nd</sup> Adrienne

CEO Annual Evaluation: Dan will deliver Wednesday

**OLD BUSINESS:**

Group Home – Repairs / Bathroom – Hulbert Homes

Chris-Amazing, Dan-Good Timing, Maria-Blessing

2 single rooms > Jacob and Sultan

David Whelan will remodel 2 bedrooms and replace shower

Vehicle – need to replace current vehicle, Budget \$15,000. Beginning of the year.

Olga – warranty, request (look into) Beaver Toyota to donate (Olga will work on)

Dan – Highlander too small, will contact dealer in Eustis

Chris – more demand for Highlander, recommend minivan

(Toyota St. Augustine, Bozard Ford (Olga) Chevy Dealer of Eustis (Dan)

**Phoenix Crossing Update:**

Met with Board & County members \$500,000. Request \$350,000. Ship \$170,000. ARPA funding

Now 1 mil. gap

BOC County has to draft a rfq, and put out public notice for funding of \$332,000.

Putting \$162,000. per unit for two (2) units

Submitted final site plans to City of Bunnell.

Looking for 55 and older, community land trust. Will take 90 days.

Working with Dennis Bayer, Attorney – road and storm water

Has some wetlands that will need to be mitigated for.

Building on upland \$750,000. pending

Received \$10,000. From National Association of Realtors and another \$1,000. pending (husband drew ticket in that amount and will donate to the cause), a person of interest from Hawaii Lahaina came up to Sandra and offered monies and will send check.

Chris mentioned opening a new group home.

Page 2 of 3

Sandra feel not, due to staffing issues  
Children have severe needs  
Issues with Flagler County Schools need to be resolved  
Hoping Phoenix Crossing will help with working with *At Risk Families*

### **Vote for new Vice Chair**

Dan nominated Olga Chris 1<sup>st</sup>, Marie 2<sup>nd</sup>

### **Financial Statements**

Motion by Maria to approve, 2<sup>nd</sup> Adrienne

All consistent spending. Payroll was increased. Staff wages are anywhere from \$17.00 to \$21.00/Hr  
CD (Olga) 5% coming due. Rates coming down and Ameris putting pause on CD's. Have \$60,000.  
Will look at South State / Space Coast for 1 year CD  
Vote to move money to Space Coast Checking account, sits high due to draw schedule  
Those funds are used for Phoenix Crossing, hold off on adding funds.  
Dan recommends adding funds to \$100,000. Motion to move money and add \$40,000., if South State will match Space Coast rate and time frame.

**CD – (Olga)** Rates are better at Space Coast Credit Union at 5.61%  
(Adrienne) Space Coast is advertising 12 month at 5.61%

**Florida Housing Conference** Budget is \$1,000. Information is not released, usually in Orlando.  
Budget for one (1) night at hotel and registration fee. Maria recommended that it be two (2) females so they can share a room.  
Motion by Chris, 2<sup>nd</sup> by Olga

**A Christmas To Remember** is moving along. 335+ children at this time and registration is closed.  
Working on foods, order on que at Sam's Club. Need help with truck(s). Dan has a truck. Need pick up on 12/15/23.  
Coldwell Banker with donation of water this year, Sandra will recommend A Christmas to Remember to add more water to purchase. Waste of water vs money/cost of small 8 oz bottles vs 12 oz bottles.  
Twelve cases of 8oz bottles: 40 cases = \$459.00 Check Walmart.  
Jimmy Johns provides food, best pricing for Friday (12/15/23) to volunteers that help.  
Chris will provide pump for bicycle tires and toys.  
Sandra is booked – will be there at 7:30 am Saturday morning, and people may be coming by 10 am  
Watch for email and all pages on Facebook. Logo and pages have been updated, and Sandra's son is working as Project Manager doing all the social media. He has created a monthly newsletter.

**Fundraising** - Dan's wife (Teresa) is in charge of fundraising committee. Having four (4) meetings in 6 months. Maria says to thank Teresa. Send Dan phone number/contact information for Cynthia Schaffer, Realtor from Ft. Myers Beach. She is good at fund raising.

**New Business** - Board of Directors. Dan recommended that we need new board members.  
Pastor Sims passed away, Steve and Sandra attended, and sent a Peace Lily to Pastor Sims wife, who is not doing well, but she was able to attend Celebration of Life.

Marie would like to resign from the Board at this time. Chris did an elegant speech to keep Maria's official date to resign (12/21/2023), and then she decided to remain on the board for the next one year.

**Good Neighbor Award** - already discussed, magazines passed out. Looked at 3 videos and shared that

Sandra's son is a professional poker dealer, and we should do a Casino Night as fund raiser.  
Margaritaville is donating toys and boards as well as just donated money.

**Next Board of Directors Meeting:** February 5<sup>th</sup>, 2024, Annual meeting at 5:30 pm

**Closing Prayer:** Maria

**Adjourned:** Adrienne, Chris 2<sup>nd</sup>

**ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INC.**

**Board of Directors Minutes on 02/26/2024**

Attendance: Dan B, Chris F, Adrienne D, Olga W, Sandra S, Maria B

Guest: Kay Click, Juan Henao and Teresa Browne

Absent: Sam Ayodele

Called to Order: 5:33pm

Opening Prayer: Dan

Approval of minutes: Maria, 2<sup>nd</sup> Steve

All Board Members introduced themselves and how long they have been involved with Abundant Life Ministries-Hope House Inc.

Visitors- Kay Click- a professional in furniture restoration and volunteered for many years with the American Cancer Society. Is looking forward to volunteering once again since moving to Flagler County in April 2023.

Juan Henao- General Contractor who resides in Ormond Beach and is interested in joining the Board of Directors.

**OLD BUSINESS:**

Group Home – Repairs / Bathroom – Hulbert Homes bathroom shower installation tentatively scheduled to begin the week of March 4<sup>th</sup>.

All major systems have been replaced (roof, flooring and A/C within the past two years). The range and washing machine were replaced in 2023.

2 discharges > Michael and Sultan

2 new intakes > Gunner and Charles

Vehicle –continued discussion to replace current vehicle, Budget \$15,000. Dan is working with Chip

Dan – Dan is working with Chip dealer in Eustis

Chris – will set up a profile on Carfax for Honda and Toyota minivan and monitor it.

Sandra- would like to make purchase by the end of the contracted fiscal year (June 30<sup>th</sup>)

**Phoenix Crossing Update:**

Sandra provided the following updates:

BOCC approved the updated LHAP on February 5<sup>th</sup>.

Flagler County has identified a conflict of interest with Sandra serving on the Affordable Housing Advisory Committee as it relates to applying for the \$500k funding that will be announced. An exemption by the BOCC is needed for her to continue to serve and apply for funding Phoenix Crossings. The request for exemption will be presented on March 4<sup>th</sup> at 9:00a.m. at the BOCC meeting.

A soils issue was identified that required additional testing to determine the type of foundation that is needed. A meeting has been scheduled for Tuesday, February 27<sup>th</sup> with the civil engineer, architect, consultant, general contractor, and co-developer to discuss the identified soils issue and final site approval.

Project was not selected for the \$750k from the Federal Home Loan Bank of Pittsburgh

City of Bunnell will be provided in-kind donation through fee waivers and reduction in utility fees.

### **Financial Statements**

Chris- spending is consistent.

Sandra- payroll continues to increase.

Chris- inquired about the current salaries.

Sandra- Staff wages are anywhere from \$17.00 to \$21.00/hr. Would like to increase salaries.

Board Discussion- any increases are to be based upon performance with clearly defined measures.

Motion by Adrienne to approve, 2<sup>nd</sup> Olga- passed unanimously

**Fundraising** – Dan inquired about the Gap in funding for Phoenix Crossings. Sandra, due to the project not being selected by the Federal Home Loan Bank of Pittsburg and the soil issue, there is approximately a \$2million gap.

Dan's wife (Teresa) is in charge of fundraising committee. Will meet every 8 weeks.

Dan- Additional members of the community will participate on the fundraising committee this year.

**New Business** – Nomination and approval of new Board of Directors. Approvals are based upon submission of completed Board of Directors packets.

Teresa Browne- Olga 1<sup>st</sup>, Maria 2<sup>nd</sup>, passed unanimously

Juan Henao- Chris 1<sup>st</sup>, Olga 2<sup>nd</sup>, passed unanimously

Kay Click- Steve 1<sup>st</sup>, Maria 2<sup>nd</sup>, passed unanimously

**Next Board of Directors Meeting:** May 13, 2024, at 5:30 pm

**Closing Prayer:** Steve

**Adjourned:** Adrienne 1<sup>st</sup>, Steve 2<sup>nd</sup>, passed unanimously @ 6:45p.m.

Abundant Life Ministries-Hope House, Inc.  
Board of Directors 2024

<p>Sandra Shank- CEO-2002 P.O. Box 354925 Palm Coast, FL 32135 386-597-2861</p>	<p>Maria Barbosa-2014 65 Boston Ln Palm Coast, FL 32137 386-206-6325</p>
<p>Adrienne Dolinky 4/2019-Secretary 16 Leidel Drive Palm Coast, FL 32137 916-705-0994</p>	<p>Chris Freda 4/2019- Treasurer 25 Old Kings Rd N. Suite 4A Palm Coast, FL 32137 973-390-5725</p>
<p>Dan Browne-07/15/2019- Chair 2022 43 Farraday Lane Palm Coast, FL 32137 321-689-6642</p>	<p>Olga Wengert- 2/7/2022- Vice Chair 18 Eastwood Drive Palm Coast, FL 32137 386-864-2263</p>
<p>Samuel Ayodele 1/2023 507 S Anderson St Bunnell, FL 32110 386-444-5617</p>	<p>Steve Verrier – 9/2023 61 CIMMARON DR PALM COAST, FL 32137</p>
<p>Juan Carlos Heano – 2/26/2024 69 Carriage Creek Way Ormond Beach, FL 32174 407-912-8154</p>	<p>Teresa Browne – 2/26/2024 43 Farraday Lane Palm Coast, FL 32137</p>
<p>Kay Click 2/26/2024 5 Westlee Pl Palm Coast, FL 32164</p>	

# **TAB 6**

## **OFFEROR and TEAM'S EXPERIENCE**



# RURAL NEIGHBORHOODS

*Building Livable Places for Working Families*  
Post Office Box 343529, 19308 SW 380<sup>th</sup> Street, Florida City, FL 33034  
Telephone 305-242-2142 Facsimile 305-242-2143

June 16<sup>th</sup>, 2023

Applicant: Phoenix Crossings, LLC  
Development Name: Phenix Crossings  
Development ID#: RFA-2022-206/2023-164H  
Name of Authorized Principal Representative: Steven C. Kirk

**Re: Phoenix Crossing (Development ID# RFA-2022-206/2022-164H) – Twenty-One (21) Calendar Day Response from the Date of the Invitation to Enter Credit Underwriting Requirements**

Dear Florida Housing Finance Corporation:

The Applicant, Phoenix Crossings, LLC, acknowledges and certifies the following information requested in the Invitation to Credit Underwriting and outlined below:

- a) Not Applicable. No Housing Credits are received by the Project.
- b) Not Applicable. No Housing Credits are received by the Project.
- c) Not Applicable. No Housing Credits are received by the Project.
- d) Provide a completed and executed FHFC Verification of Environmental Safety Phase I Environmental Site Assessment Form, and, if applicable, the completed and executed FHFC Verification of Environmental Safety Phase II Environmental Site Assessment Form.

Phoenix Crossing provides an executed FHFC Verification of Environmental Safety Phase 1 Environmental Site Assessment Form. This report indicates a Environmental Safety Phase II Environmental Site Assessment is NOT required.

- e) Appropriate Zoning.

## (1) Land Use

The executed Florida Housing Finance Corporation Local Government Verification that Development is Consistent with Local Land Use Regulations form is attached.

- (2) Demonstrate Water, Sewer, Electricity and Roads are available to the Development Site.

The executed FHFC Verification of Infrastructure Forms are attached. In addition, confirmation is provided regarding available electricity.

- d) Provided the identity of the remaining members of the Development Team (i.e. inexperienced co-developers, general contractor, architect, attorney and accountant.

- (1) Inexperienced Co-Developers: Abundant Life Ministry – Hope Housing, Inc., Member of the Applicant; 1108 S. State Street, Suite 107, Bunnell, FL 32110; (386) 313-6381; Ms. Sandra Shank, Executive Director, [ALMHHI@ALMHHI.onmicrosoft.com](mailto:ALMHHI@ALMHHI.onmicrosoft.com)

- (2) General Contractor: Identify the General Contractor by providing the completed and executed FHFC General Contractor or Qualifying Agent of General Contractor Certification form and prior experience chart.

Marmer Construction, Inc. has provided the FHFC General Contractor or Qualifying agent of General Contractor Certification and prior experience chart.

- (3) Identify the Architect by providing the completed and executed FHFC Architect Certification Form.

Joseph D. Pozouli has provided the FHFC Architect Certification Form.

- (4) Identify the Attorney by providing the completed and executed FHFC Attorney Certification for Housing Credit Forms.

Mr. David Leon, Attorney, of the Nelson Mullins law firm has provided the FHFC Attorney Certification for Housing Credits Form.

- (5) Identify the Accountant by providing the completed and executed FHFC Certification of Accountant Form.

Mr. Adam Tretinick, Tidwell Group, has provided the FHFC Certification of Accountant Form.

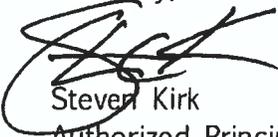
- (6) Service Provider. Not Applicable.

- f) Phoenix Crossing, LLC provides a Tenant Selection Plan.

- g) Phoenix Crossing, LLC, confirms that the construction features committed to and proposed by the applicant shall be on the Development site.
- h) Not Applicable. The proposed development does not comprise scattered sites.
- i) Phoenix Crossing, LLC provides notification of the percentages of the Principals of the Applicant. Abundant Life Ministry-Hope Housing, Inc. holds 51.00% ownership; Everglades Housing Trust, Incorporated has 49.00%. This is provided on the Principals of the Application and Developers Disclosure Form and attached. The second level is left blank since the Members are nonprofit corporations and not "shareholders" with a financial interest.
- j) Not Applicable. There are no tax credits associated with Phoenix Crossings.
- k) Not Applicable. The proposed Development is not the first phase of a multiphase Development.
- l) Not Applicable. The proposed Development is not a subsequent phase of multiphase Development.
- m) Phoenix Crossings LLC confirms its intent to comply with Section 4 A.10.C(4) of the RFA if an operating reserve is established.

Thank you for this opportunity to partner with FHFC in building livable places for working families. Should additional information or clarification be required, please telephone me at 305-242-2142.

Sincerely,



Steven Kirk

Authorized Principal Representative

**SECTION 3 TRAINING/EMPLOYMENT GOALS**

**DEVELOPMENT NAME:** Phoenix Crossings

**DEVELOPER:** Rural Neighborhoods, Incorporated

**GENERAL CONTRACTOR:** Marmer Construction, Inc.

Job Category	New Hires	Core Employees	Section 3 Workers
Professionals		10	
Technicians		12	
Office/Clerical		3	
Construction by Trade (List)			
Trade: Sitework		5	
Trade: Drywall		5	2
Trade: Concrete		10	
Trade: Roofing		6	2
Trade: Framing	1	10	3
Trade: MEP		15	
<b>Total</b>	<b>1</b>	<b>76</b>	<b>6</b>

Job Category - Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade. The category of "Other" includes occupations such as service workers.

New Hires - Full-time employees for permanent, temporary or seasonal employment opportunities.

Core Employees - All employees on an individual company's payroll on or before the effective date of signing the Section 3 contract.

Section 3 Worker:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
  - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
  - (ii) The worker is employed by a Section 3 business concern.
  - (iii) The worker is a YouthBuild participant.

\*\*low income = 80% or below the area median income  
 \*\*very low income = 50% or below the area median income

## SECTION 3 CONTRACTING GOALS

**DEVELOPMENT NAME:** Phoenix Crossings

**DEVELOPER:** Rural Neighborhoods, Incorporated

**GENERAL CONTRACTOR:** Marmer Construction, Inc.

Type of Contract	Number of Contracts	Dollar Amount of all Contracts	Number of Contracts to Section 3 Business Concerns	Section 3 Business Concerns
Construction	16	\$ 6,005,384	3	\$ 300,000
Non-Construction	5	\$ 398,875	1	\$ 10,000

Section 3 Business Concern:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Labor hours:

Means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

## DEVELOPER SECTION 3 PLAN

DEVELOPMENT NAME: Phoenix Crossings

DEVELOPER: Rural Neighborhoods, Incorporated

HOME FUNDS AWARDED: \$6,250,000

This Plan will serve as the Section 3 Plan for the above project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12. U.S.C. 1701u) and 24 CFR Part 75.

The purpose of Section 3 is to ensure that employment, training, and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to the greatest extent possible to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns, which provide economic opportunities to low- and very low-income persons. Rule Effective November 30, 2020 with reporting requirements commencing July 1, 2021.

### §75.5 Definitions:

- Labor hours: See p. 4
- Section 3 Worker: See p. 3
- Section 3 Business Concern: See p. 4

### INITIAL SECTION 3 BENCHMARKS:

- 25% of total labor hours worked by Section 3 workers
- 5% of total labor hours worked by "Targeted Section 3 workers" are included in the 25% benchmark

\*\*Benchmarks are set by a separate Federal Register notice which updates periodically\*\*

### GOALS FOR EMPLOYMENT AND TRAINING OPPORTUNITIES

Rural Neighborhoods, Incorporated (**Developer**) will comply with the Section 3 requirements found at 24 CFR Part 75.19(a):

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- (2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:
  - (i) Section 3 workers residing within the service area or the neighborhood of the project, and
  - (ii) Participants in YouthBuild programs.

### GOALS FOR CONTRACTING ACTIVITIES:

Marmer Construction, Inc. (**General Contractor**) will comply with the Section 3 requirements found at 24 CFR Part 75.19(b):

- (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection

with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

**\*\*These goals apply to contract awards in excess of \$200,000 in connection with a Section 3 eligible project, and it applies to developers, contractors and subcontractors\*\***

Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable HUD to make a compliance determination.

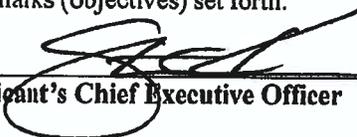
**QUARTERLY REPORTING:**

The developer shall provide a Section 3 Activity Summary Report to the Servicer identifying its progress in meeting the Section 3 goals throughout the construction period. The report shall be submitted no later than 3 calendar days after the end of each calendar quarter.

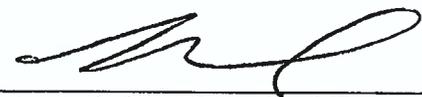
**PRECONSTRUCTION CONFERENCE:**

The Servicer shall provide Section 3 training at the preconstruction conference which will be held before loan closing. The conference is for borrowers, general contractors, and subcontractors to obtain necessary information and documentation in order to meet the requirements.

In compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, we the undersigned have read and agree to the terms in the Section 3 Plan for this project. We acknowledge being a party to this Plan and further pledge our commitment to adhere to the benchmarks (objectives) set forth.

  
\_\_\_\_\_  
Steven Kirk, President/CEO  
Applicant's Chief Executive Officer

08/3/2023  
Date

  
\_\_\_\_\_  
General Contractor's Chief Executive Officer

08/03/2023  
Date

This Section 3 Plan and the attached Section 3 Training/Employment Goals and Section 3 Contracting Goals are due along with the HOME funding Firm Loan Commitment.

ALM-HHI has 18 years of child welfare experience and has experienced success with stabilizing youth who have “moved” through-out the system. For example, Kyle was placed in our group home at the age of 14 after experiencing 26 placements throughout the State of Florida. He suffered severe abuse that left him deeply emotionally traumatized. When the referral was received it was a short-term request pending admission into a psychiatric hospital. He was never admitted into a psychiatric hospital. Through diligent efforts, advocacy and relationships that ALM-HHI has with community partners, Kyle was successfully admitted into the Halifax Behavioral Health Services (HBS) Day Treatment Program for children. Although HBS is located 30 miles from the group home, staff drove him there five days a week for intensive outpatient treatment and school for almost six months. Upon successfully completing the program he transitioned back to Flagler Palm Coast High School where he remained for the next three years without receiving a single referral, suspension, or expulsion. Kyle experienced placement stability in a loving, nurturing, and supportive environment that was conducive for addressing his emotional, mental and physical well-being. Phoenix Crossings was not an option when he aged out of foster care and he returned to the community upon which his case originated. However, he has remained connected to Hope House (group home).

In September 2022, Ms. Evans was referred for assistance with obtaining housing stability for she and her two children. Ms. Evans had exhasuted her time at the Domestic Violence Shelter and was residing in an Air BnB utilizing back pay funds from a SSDI claim. Her traumatic life was compounded by a mental health diagnosis of bi-polar and chronic anxiety. She had been successful at obtaining down payment assistance through the Flagler County SHIP Program and a pre-approval mortgage in the amount of \$90k; she just needed someone who was understanding of her situation. Ms. Shank worked with Ms. Evans to secure a permanent home for Ms. Evans and her children, resulting in permanent housing through homeownership.

In January 2021, Ms. Rasperry contacted ALM-HHI seeking assistance wiith emergency housing due to domestic violence. Ms. Rasperry was referred for services through the Family Life Center; she and her three children were immediately admitted into the shelter. After residing at the Family Life Center for three months and receiving services, ALM-HHI referred Ms. Rasperry to Flagler Cares for rental deposit assistance to secure long-term housing assistance in an environment free of violence. In addition, she was referred to Chrysallis and A Helping Hand for evaluation and treatment for two of her children. Ms. Rasperry and her children remain in housing stability and Ms. Rasperry has been able to continue her pursuit of her MSW in Social Work. She is currently interning with ALM-HHI.

In 2020, Mrs. King after participating in housing workshop hosted by Ms. Shank, contacted our agency for housing assistance because of her family being displaced due to the homeowner selling the property. The barriers the King family faced were credit score, negative landlord feedback and lack of funds. Common for many low-socio economic families in Flagler County, is the unrealistic barrier requirement for proof of income commensurate to 3x's or 4x's the rent.

Mrs. King's family of six were residing in a single motel room due to overcrowded conditions and the family was in extreme duress. She and her husband are employed at the local resort serving the needs of people who are often unaware of the plight of those who are in service to them. Mr. & Mrs. King's frustration and disappointment at not being able to provide housing for their family was evident. However, Mrs. King possessed a strength and resilience that fueled hope within her. She often shared of her dream to build a container home, to plant a vegetable garden with her children and to help others in need. Ms. Shank worked with Mrs. King to create a plan to achieve the goal that she clearly wanted to achieve. She was referred to Flagler County Social Service, the Sheltering Tree and Santa Maria Del Mar for financial assistance Mrs. King was successful in obtaining rental housing for her family; satisfied outstanding debts; and purchased land to build the container home she has been dreaming of. The family remains sheltered and intact.



March 21, 2020

Florida Housing Finance Corporation  
c/o Mr. Harold L. Price  
227 N. Bronough Street, Suite 5000  
Tallahassee, FL 32301

Dear Mr. Price,

This letter is written in support of the requested funding through RFA 2020-102 submitted by Abundant Life Ministries-Hope House, Inc. d.b.a. Phoenix Crossings. Phoenix Crossings will be the first Permanent Supportive Housing development in Flagler County.

Phoenix Crossings will be a safe haven that will impact the family unit as a whole thereby making a substantial impact on our community and youth. The diligent efforts of Sandra Shank, CEO/Founder of Abundant Life Ministries-Hope House, Inc. and the Board of Directors to create Phoenix Crossings LLC is a milestone for our County and a safe destination for youth aging out of foster care; adults with disabling conditions; and extremely low income individuals and families. I strongly believe that the impact we have seen in the past by this organization will be blooming in a very significant way for tomorrow's future by the lives Phoenix Crossings and Phoenix Community Services will touch.

Flagler Cares will partner with Phoenix Crossings to provide financial stability support services to residents including assistance with obtaining identification, assistance with SSI/SSDI applications through our SOAR program and assistance with other financial stability education and referrals for services.

Please consider my few words as a very strong endorsement as support for funding for this important program. I am supporting this organization and their mission without hesitation and I am sincerely grateful for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "CBaird".

Carrie G. Baird  
Executive Director

## **OFFEROR'S REFERENCES**

### **TAB 6 #7**

- 1. Community Partnership for Children  
135 Executive Circle, Daytona Beach,  
FL 32114  
Karin Flositz, CEO  
Office: 386-238-4900  
Email: [Karin.flositz@cbcvf.org](mailto:Karin.flositz@cbcvf.org)**
- 2. Service provided- residential group  
care for teen boys in foster care**
- 3. Performance period- February 2003-  
present**
- 4. Total dollar value contract  
\$2,082,675.00**

# **TAB 7**

## **CAPACITY**

### Operating/Management Experience

Phoenix Crossings, LLC (PC), the Applicant, Abundant Life Ministries – Hope House, Inc. (ALM), its Service Coordinator, and Everglades Housing Group, Inc. (EHG), its Management Company, shall collaborate and undertake distinct roles to provide skilled and experienced site management. EHG is proficient in management of seniors, families, and unaccompanied rental housing; in serving special needs populations from homeless to farm workers; and in meeting regulations associated with LIHTC, SAIL, SHIP, HOME, CDBG, USDA RD and FHLB capital sources. It manages 1,515 current units at present and is considered qualified by FHFC, HUD, USDA and multiple jurisdictions.

PROPERTY NAME	LOCATION	# UNITS	YEAR MANAGED	PROGRAMS
Casa OMICA	Florida City	128	2022- TD	SAIL Farmwork (FW) Unaccompanied
Pollywog Creek Senior Housing	Labelle	29	2018 - TD	HUD 202 Elderly Housing
Manatee Village 4	Ruskin	27	2010 - TD	RD 514-516; FHFC SAIL; CDBG; FW
Manatee Village	Ruskin	62	2005 - TD	RD 514-516; CDBG; SHIP, Farmworker
Manatee Village SRO	Ruskin	128	2005 - TD	CDBG; SHIP, FW Unaccompanied
Pollywog Creek I	Labelle	40	2011 – TD	RD 514-516; FHFC SAIL, FW
Pollywog Creek II	Labelle	28	2011 - TD	RD 514-516; FHFC SAIL, FW
Timber Ridge at Sanders Pines	Immokalee	75	2016 – TD	FHFC LIHTC; FHFC SAIL; FHLB
Main Street Village	Immokalee	79	2004 - TD	RD 514-516; FHFC HOME; FHLB, FW
Eden Gardens LP	Immokalee	51	2009 - TD	RD 514-516; FHFC LIHTC; FHLB, FW
Eden Gardens II	Immokalee	37	2009 - TD	RD 514-516; FHFC SAIL; FHLB, FW
Everglades Supportive Housing	Immokalee	4	2009 - TD	FHFC DEMO, Homeless
Hatchers Preserve	Immokalee	18	2017 - TD	HOME
Everglades Farmworker Village	Florida City	466	1995 - TD	RD 514-516; FHLB, Farmworker
Everglades Rural Rental Housing	Florida City	15	2008 - TD	RD 515
Everglades Migrant Housing	Florida City	30	2012 - TD	RD 54-516; FHFC SAIL, Migrant FW
Casa Cesar Chavez	Florida City	144	2007 - TD	FHFC DEMO; FHLB, FW Unaccompanied
Tradewinds Hammocks	Key Largo	66	2019- TD	LIHTC, HOME, Other
FNPS Scattered Site Single Family	Immokalee	5	2017-TD	HOME
Esperanza Place	Immokalee	48	2017-TD	USDA RD, SAIL, FW
FKCLT	Big Pine Key	4	2020-TD	Monroe County
Seahorse and Avenues	Big Pine Key	31	2023-TD	CDBG-DR
<b>Total</b>		<b>1515</b>		



227 North Bronough Street, Suite 5000 • Tallahassee, Florida 32301  
850.488.4197 • Fax: 850.488.9809 • www.floridahousing.org

Via Email and Procorem

May 24, 2023

Steven Kirk  
Phoenix Crossings, LLC  
19308 SW 380 Street  
Florida City, FL 33034

RE: HOME FINANCING TO BE USED IN CERTAIN HURRICANE IAN IMPACTED COUNTIES  
RFA 2022-206 / 2023-164H Phoenix Crossings

Dear Mr. Kirk:

Your development has been selected for participation in Florida Housing's Home Investment Partnership Assistance (HOME) Program for HOME Financing to be used in Certain Hurricane Ian Impacted Counties, pursuant to RFA 2022-206, Rule Chapter 67-48, Florida Administrative Code (F.A.C.). This letter represents a preliminary commitment for a loan from the HOME Rental Program for up to \$6,250,000.

This funding is contingent upon:

1. Borrower and Development meeting all requirements of RFA 2022-206, Rule Chapter 67-48, F.A.C., 24 CFR Part 92 and all other applicable state, federal and FHFC requirements; and
2. A positive credit underwriting recommendation; and
3. Final approval of the credit underwriting report by the Florida Housing Board of Directors.

AmeriNat has been assigned to underwrite and evaluate the above-referenced development and their contact information is listed below. The Credit Underwriter will contact you concerning any additional information required to complete a final credit underwriting report.

Mark Fredericks, AmeriNat  
5130 Sunforest Drive, Suite 150  
Tampa, FL 33634

Unless an extension is approved by Florida Housing, failure to submit the required materials to the credit underwriter within the appropriate time frame shall result in the withdrawal of the preliminary commitment. In accordance with RFA 2022-206 and Rule Chapter 67-48.0072((21) F.A.C., the credit underwriting process, including Board-approval of the credit underwriting report and execution of a HOME written agreement must be completed within twelve months of the date of the Applicant's acceptance of the invitation to enter credit underwriting.

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Ron DeSantis, Governor

Board of Directors: Mario Facella, Chair • Ryan Benson, Vice Chair  
Larry Cretul • Sandra Einhorn • David Hall • Olivia Hobfif • Meredith Ivey • Ron Lieberman • Dev Molwani

Michael DiLupol, Executive Director

Steven Kirk  
May 24, 2023  
Page 2

Along with other Federal Requirements, the HOME Rental Program is covered under Section 3 of the Housing and Urban Development Act of 1968[12 U.S.C. 1701u and 24 CFR Part 135]. Additionally, the requirements of Section 3 apply to recipients of funding exceeding \$200,000 for activities involving housing construction, demolition, rehabilitation, or other public construction, i.e. roads, sewers, community centers, etc. Contractors or subcontractors that receive contracts in excess of \$100,000 for Section 3 covered projects/activities are required to comply with the Section 3 regulations in the same manner as direct recipients. Along with your preliminary commitment, a Developer Section 3 Plan must be received (attached).

Florida Housing's agreement to provide funds to this development is conditioned upon its determination to proceed with, modify or cancel the development based on the results of a subsequent environmental review. Vicki Lewis has been assigned to prepare the HUD environmental review analysis for your Proposed Development and their address is listed below. The environmental review is expected to take approximately 90 days to complete.

Vicki Lewis, Intertek PSI  
1748 33<sup>rd</sup> Street  
Orlando, FL 32839

Please sign page 3 of this letter acknowledging your acceptance of this preliminary commitment, make a copy for your file and return the original to me no later than May 29, 2023.

You must provide the items identified as Exhibit A (Exhibit D of RFA 2022-206) attached to this invitation to Florida Housing within the timeframes specified; confirm principals identified as Exhibit B-1 and B-2; and complete the aforementioned Developer Section 3 Plan, identified as Exhibit C.

Florida Housing looks forward to working with you and the development team to facilitate the need for preservation of affordable housing in Florida. If you have any questions, please do not hesitate to contact me or David Woodward at (850) 488-4197.

Sincerely,



David R. Westcott  
Managing Director of Homeowner Programs  
dkw/

---

Ron DeSantis, Governor

Board of Directors: Mario Facella, Chair • Ryan Benson, Vice Chair  
Larry Cretul • Sandra Einhorn • David Holl • Olivia Hoblit • Meredith Ivey • Ron Lieberman • Dev Motwani

Michael DiNopoli, Executive Director



**AFFORDABLE HOUSING PROGRAM AGREEMENT  
(RENTAL PROJECT)**

This **AFFORDABLE HOUSING PROGRAM AGREEMENT (RENTAL PROJECT)** (this “*Agreement*”), dated as of August 25, 2023, is entered into among the Federal Home Loan Bank of Atlanta (the “*Bank*”), SouthState Bank, NA (the “*Member*”), Rural Neighborhoods, Incorporated (the “*Primary Project Sponsor*”), Abundant Life Ministries-Hope House, Incorporated (the “*Project Co-Sponsor*”; the Primary Project Sponsor and Project Co-Sponsor shall collectively be referred to herein as the “*Project Sponsor*” and shall be jointly and severally liable for all Project Sponsor obligations) and Phoenix Crossings, LLC (the “*Project Owner*”).

WHEREAS, pursuant to Section 10(j) of the Federal Home Loan Bank Act, the regulations promulgated by the Federal Housing Finance Agency (or any successor regulator) (the “*Finance Agency*”), and the policies and procedures established by the Finance Agency in connection therewith (collectively, as the same may be modified from time to time, the “*AHP Regulations*”), the Bank has established an Affordable Housing Program (the “*Bank’s AHP*”);

WHEREAS, the Bank has also established an Affordable Housing Program Implementation Plan (as the same may be modified from time to time, the “*Implementation Plan*”), and AHP policies, procedures, guidelines, and instructions covering, among other things, feasibility, funding, monitoring and modifying affordable housing projects participating in the Bank’s AHP (together with the Implementation Plan, collectively, as the same may be modified from time to time, the “*Bank’s AHP Policies and Procedures*”; and together with the AHP Regulations, collectively, “*AHP Requirements*”);

WHEREAS, in connection with the project described in Section 1.0 below (the “*Project*”), the Member has submitted to the Bank an application under the Bank’s AHP (as such application is approved in writing by the Bank, including modifications, if any, to the application approved in writing by the Bank, the “*Application*”), pursuant to which the Member has requested that the Bank provide a subsidy under the Bank’s AHP (the “*subsidy*”), which pursuant to the AHP Regulations may be in the form of a direct subsidy and/or a subsidized advance; and

WHEREAS, the other parties to this Agreement acknowledge, understand and agree that the Bank shall have no obligation or commitment to grant the subsidy prior to the actual disbursement thereof, and that any such disbursement is subject to the terms and conditions set forth in AHP Requirements, in the Application, and in this Agreement.

NOW, THEREFORE, in consideration of the premises, and for \$10.00 and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank, the Member, the Project Sponsor, and the Project Owner hereby agree as follows:

---

**1.0 Application.** The Member, the Project Owner, and the Project Sponsor shall be bound by the terms and conditions governing the approval and funding of the Application, including any and all representations made in said Application and related AHP Application Certification (“Application Certification”). The Project, as identified in the Application, is:

Project Name:	Phoenix Crossings
Project Number:	23A04005R
Project State:	FL
Project Owner:	Phoenix Crossings, LLC
Amount of Direct Subsidy:	\$750,000

**2.0 AHP Subsidy.**

**2.01 Necessity of Subsidy; Feasibility.** The use of the subsidy, as set forth in the Application, is as follows: **AHP Funds will be used for new construction of 28 multifamily rental units in Bunnell, FL.** Before funding, the Bank shall determine whether the Project is operationally feasible, in accordance with the Bank’s project feasibility guidelines, based on factors including but not limited to, applicable financial ratios, market analysis, geographic location, needs of the tenants, and other non-financial Project characteristics, as well as the Bank’s consideration of the financial condition, operations, properties or prospects of Project Owner or Project Sponsor that affect the Project’s operational feasibility. The rate of interest, points, fees, and any other charges for all loans financing the Project must not exceed a market rate of interest, points, fees and other charges for loans of similar maturity, terms and risk. In order to ensure that the approved level of subsidy from the Bank is still warranted at the actual funding date through the initial monitoring period, in conformity with AHP Requirements, the Bank will reevaluate the subsidy level and will only fund that portion of the subsidy deemed necessary by the Bank.

**2.02 Use of Subsidy; Timing.** The Member shall pass on the full amount of the subsidy to the Project for which the subsidy was approved. Each of the Member, the Project Owner, and the Project Sponsor agrees to use the subsidy in accordance with the terms of the Application, all AHP Requirements and all applicable Laws, as hereinafter defined. The Member, the Project Owner, and Project Sponsor agree to draw down and use the subsidy and complete the Project within the timeframe(s) set forth in the Implementation Plan. If the subsidy is not drawn down and used by the Project within the timeframe(s) set forth in the Implementation Plan, the Bank may cancel its approval of the Application for such subsidy and make such undisbursed portion of the subsidy available for other AHP-eligible projects.

**2.03 Direct Subsidy; Pledge by Project Sponsor.**

(a) If the Member lends a direct subsidy to the Project, any repayments of principal and payments of interest, if any, received by the Member must be paid promptly to the Bank.

(b) If the Project Sponsor lends a direct subsidy to the Project, any repayments of principal and payments of interest, if any, received by the Project Sponsor must be paid promptly to the Member, and the Member shall promptly recover and repay such amounts to the Bank. The

Project Sponsor hereby grants to the Member a continuing security interest in all of the Project Sponsor's rights to receive such payments from the Project Owner, all instruments and other documentation evidencing such rights (including, without limitation, the Retention Mechanism, consisting of a note and security instrument, to be given by the Project Owner pursuant to Section 3.08, and all proceeds of any of the foregoing. Such Retention Mechanism shall secure all obligations of the Project Sponsor under this Agreement (including, without limitation, the obligation to make payments to the Member under this Section 2.03(b)). The Member shall obtain from the Project Sponsor the original note pledged as part of the Retention Mechanism pursuant to this Section 2.03(b) and shall take such other steps as may be required to perfect (and maintain the perfection of) the security interest granted pursuant to this Section 2.03(b).

**2.04 Additional Subsidized Advance Provisions.** The following additional provisions shall apply with respect to projects that have been awarded subsidized advances:

(a) The Member agrees that (i) the term of a subsidized advance may not be longer than the term of the Member's loan(s) to the Project funded by the advance, and (ii) at least once in every 12-month period from the date the advance is funded, the Member will be scheduled to make a principal repayment to the Bank equal to the amount scheduled to be repaid to the Member on its loan(s) to the Project in that period.

(b) The Bank shall charge the Member a prepayment fee to the extent the Bank suffers an economic loss from the prepayment of a subsidized advance.

(c) If all or a portion of the loan or loans financed by a subsidized advance are prepaid by the Project to the Member, the Member may, at its option, either: (1) Repay to the Bank that portion of the advance used to make the loan or loans to the Project, and be subject to a fee imposed by the Bank sufficient to compensate the Bank for any economic loss the Bank experiences in reinvesting the repaid amount at a rate of return below the cost of funds originally used by the Bank to calculate the interest rate subsidy incorporated in the advance; or (2) Continue to maintain the advance outstanding, subject to the Bank resetting the interest rate for the remaining term of the advance on that portion of the advance used to make the loan or loans to the Project to a rate equal to the cost of funds originally used by the Bank to calculate the interest rate subsidy incorporated in the advance.

**2.05 Documentation Required for Disbursement; Cooperation.** Prior to the disbursement of the subsidy requested by the Member, Project Owner, and Project Sponsor, the Member, Project Owner, or Project Sponsor, as applicable, shall deliver or cause to be delivered to the Bank, in form and substance satisfactory to the Bank, the documents and other required items specified in the Application, Exhibit A attached hereto, and the Bank's Implementation Plan, together with such other documents and information relating to any party to the Project, the collateral, the Project or the transactions contemplated by the Application as the Bank may reasonably request. The Member, Project Owner, and Project Sponsor shall fully cooperate with the Bank in each takedown, modification, or extension request and agree to provide the Bank with any Project documentation requested by the Bank within sixty (60) days. The Member, Project Owner and Project Sponsor acknowledge that failure to provide such requested information within such sixty day period may cause such request to be denied, in the sole discretion of the Bank

**2.06 Disbursement Account.** A demand deposit account (DDA) has been opened at the Bank in the name of the Member. Upon the Bank's approval of the disbursement of the subsidy, the

proceeds shall be deposited into such DDA, and the Member shall be responsible for the disbursement of funds to the Project Sponsor or Project Owner, as determined with respect to the Project, within thirty (30) days of deposit in such DDA.

**2.07 Credit Review of Member.** Member, Project Sponsor and Project Owner acknowledge and agree that disbursement of AHP subsidy is subject to Member credit review and that any disbursement may be denied pursuant to the credit policy of the Bank, as set forth in the Implementation Plan and the Member Products and Services Guide, in effect at the time of such request for disbursement.

**3.0 Covenants of the Member, Project Owner, and Project Sponsor.** Unless the Bank otherwise consents:

**3.01 Compliance with AHP Requirements and Applicable Laws.** The Member, Project Owner, and the Project Sponsor agree to be bound by all AHP Requirements, as the same may be in effect from time to time, and agree to comply in all material respects with all other applicable federal, state and local laws, rules, regulations, ordinances and codes, including, but not limited to, fair housing and equal opportunity laws and regulations (collectively, "*Laws*") relating to the Project, and Project Owner and Project Sponsor agree to obtain and maintain all authorizations required in connection with the Project. In the event there is a conflict between the Implementation Plan and this Agreement, the terms of the Implementation Plan in effect at the time of the conflict will control.

**3.02 Material Changes in the Project.** The Project Owner and Project Sponsor shall, at all times from project completion through the end of the AHP Retention period, continue to meet all scoring and underwriting commitments material to the Application (including the Application Certification), subject to modification as may be approved by the Bank and in accordance with the AHP Implementation Plan. Failure to report any material change to the project, either positive or negative, including but not limited to fire or natural disasters, or at any time that the project no longer meets the scoring commitments and the project does not remain competitive in the round in which it was awarded the AHP it is considered in default and subject to actions described herein.

**3.03 Project Modifications.** The Member, Project Owner, and Project Sponsor shall not permit any modification to the Project to be implemented without the prior approval of the Bank, provided that this section shall not prevent routine changes in construction which would not cause the Project to fail to be in substantial conformity with the approved Application and which are not otherwise material in the aggregate, as more specifically set forth in Section 3.07 below. Modification requests must be submitted within ten (10) business days of the change to the Application or Project.

**3.04 Contingencies.** Contingencies, defined as funds budgeted for unforeseen events or circumstances on the Project, must be used in accordance with other underwriting guidelines described in the AHP Implementation Plan. If non-AHP funds for contingencies are disbursed to the Project but are not used prior to Project completion, the unused contingencies must be used to reduce debt on the project.

**3.05 Liens and Taxes.** The Project Owner or Project Sponsor, as applicable, shall (a) pay, prior to delinquency, all taxes which are or may become a lien affecting any of the Project, (b) keep the Project free and clear of all liens and similar rights of third parties, subject only to permitted exceptions set forth in the owner's title insurance policy for the Project or as customary during

construction, and (c) promptly pay or cause to be paid, and obtain valid and enforceable lien releases or waivers from, all lien claimants, except that the Project Owner and Project Sponsor shall not be required to pay any such taxes, lien claims or other obligations which are being actively contested in good faith by appropriate proceedings.

**3.06 Books, Records and Inspections.** The Project Owner and Project Sponsor, as applicable, shall at all times maintain (a) full and complete books of account and other records with respect to the Project and its business and operations, (b) complete copies of the Project agreements and all authorizations issued in connection with the Project, and (c) a complete file of all invoices, receipts and lien releases and waivers obtained by the Project Owner or Project Sponsor with respect to amounts paid for Project costs. The Member shall at all times maintain full and complete records of all pre-takedown documentation and authorizations, disbursement documentation, and monitoring compliance documentation in connection with the Project. The Member, Project Owner and Project Sponsor shall permit the Bank and its agents, upon request from time to time, to inspect and copy any of such books, records and other documents and to enter and inspect the Project and all work and materials furnished in connection with the Project.

**3.07 Information and Reporting Requirements.** The Member, Project Owner, or Project Sponsor, as applicable, shall cause to be delivered to the Bank, in form and detail satisfactory to the Bank, all information necessary for the Bank to determine compliance with the AHP Requirements, including but not limited to:

(a) promptly after discovery by the Member, Project Owner, or Project Sponsor as applicable, notice of (i) any fact or circumstance that may or will cause the Project costs to differ materially from the amounts set forth in the budget submitted with the Application (the "***Development Budget***"), (ii) any failure of the Project to be in substantial conformity with the Application and in compliance in all material respects with all applicable Laws, (iii) any event which has or may reasonably have a material adverse impact on the Project or the ultimate development and use of the Project for its intended purpose, and (iv) the occurrence of any Event of Default or event which, with the giving of notice and/or the passage of time, could become an Event of Default;

(b) upon request by the Bank from time to time or in connection with a monitoring compliance review, annual Financial Statements or Tax Returns for Project Owner or Project Sponsor, and copies of any audited Financial Statements prepared for Project Owner or Project Sponsor, if any; and

(c) such other Documents or information relating to the Project, any material party associated with the Project, or the transactions contemplated by the Application, as the Bank may reasonably request from time to time.

The Bank is authorized at any time and from time to time to directly contact the general contractor, if any, or any subcontractor or other lien claimant or potential lien claimant to verify any information provided by the Member, Project Owner, and Project Sponsor or for any other purpose.

**3.08 Indemnification by the Project Owner and Project Sponsor.** The Project Owner and Project Sponsor shall indemnify, defend and save and hold harmless the Bank and its subsidiaries and affiliates, and the respective directors, officers, agents, attorneys and employees of each (collectively the "***Indemnitees***") from and against, and shall pay on demand, any and all losses,

liabilities, damages, costs, expenses and charges (including the reasonable fees, charges and disbursements of internal and external legal counsel) suffered or incurred by any Indemnitee as a result of (a) any failure of Project Owner or Project Sponsor to perform any of its obligations under the Application, this Agreement or the AHP Requirements, (b) any failure of any representation or warranty by Project Owner or Project Sponsor to be correct in all material respects when made, (c) injury or death to persons or damage to property or other loss occurring on or in connection with the Project, whether caused by the negligence or any other act or omission of the Project Owner or Project Sponsor or any lien claimant or any other person or by negligent, faulty, inadequate or defective design, building, construction or maintenance or any other condition or otherwise, (d) any claim of any surety in connection with any bond relating to construction of any improvements or offsite improvements, and (e) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which relates to or arises out of the Application, this Agreement or the AHP Requirements, the Project, or any transaction contemplated by, or the relationship between the Member, Project Owner, and Project Sponsor and the Bank or any action or inaction by the Bank under, the Application, this Agreement or the AHP Requirements, provided that no Indemnitee shall be entitled to indemnification under this section for matters caused solely by such Indemnitee's gross negligence or willful misconduct. Any obligation of the Project Owner or Project Sponsor under this section shall survive the making and repayment of the subsidy and the expiration or termination of this Agreement.

### **3.09 Information Sharing; Nonpublic Personal Information.**

(a) The Member, Project Owner, and the Project Sponsor agree that the Bank is authorized to verify with other parties and to make any investigation of the matters set forth in the Application and this Agreement, either directly or through any agency or third party employed by the Bank for that purpose. The Bank may disclose to any other interested parties information as to the Bank's experiences or transactions with the Member, Project Owner, or Project Sponsor or with respect to the Project or other matters set forth in the Application or this Agreement. Member, Project Owner, and Project Sponsor understand that the Bank will retain the Application, this Agreement, and any other supporting information received, even if no subsidy is awarded. Member, Project Owner, and Project Sponsor further authorize the Bank to provide any such interested party any information and documentation they may request with respect to Member, Project Owner, or Project Sponsor, the Project, the Application, or this Agreement. These representations and authorizations extend not only to the Bank, but also to any investor in the Project with whom the Bank may share information, and the Finance Agency.

(b) Notwithstanding any provision of this Agreement to the contrary, the Member, Project Owner and Project Sponsor shall comply with all applicable privacy laws with respect to nonpublic personal information (as that term is defined in the Gramm-Leach-Bliley Act of 1999 and various implementing federal regulations) to which a party has access in connection with this Agreement.

**3.10 Retention Mechanism Requirements.** The Member, Project Owner, and Project Sponsor hereby agree to each of its obligations to execute and record a retention agreement, as defined and as set forth in the AHP Implementation Plan.

**3.11 Advances and Security Agreement.** The Member acknowledges and agrees that (a) this Agreement and all related documents constitute "Borrowing Documents" under the Advances

and Security Agreement between the Member and the Bank (as the same may be amended, restated, supplemented or modified from time to time, the "*Advances Agreement*"), (b) the obligations of the Member under this Agreement and all related documents constitute "Liabilities" under the Advances Agreement, (c) all such obligations are secured by the collateral granted from time to time pursuant to the Advances Agreement, (d) any failure by the Member to comply with any of its obligations under this Agreement or any related document shall constitute an "Event of Default" under the Advances Agreement, and (e) Member agrees that any liability, loss, cost or expense suffered or incurred by the Bank as a result of a Member Event of Default shall be deemed to be a Loss, as such term is defined in Section 6.12 of the Advances Agreement, for which Member agrees to indemnify, defend (with counsel acceptable to the Bank), and hold harmless the Bank and its Indemnitees, as defined in Section 3.08 above.

### **3.12 License for Project Promotional Content; Signage and Publicity.**

(a) By submitting any Project-related photos, videos, print or online marketing materials, or the public name and location of the Project (collectively, the "Project Promotional Content") to the Bank, you automatically grant the Bank a royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise use such Project Promotional Content (in whole or in part) in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such Project Promotional Content, without payment to you or to any third parties. Project Sponsor and Project Owner each represent and warrant to the Bank that such party has the full legal right, power and authority to grant to the Bank the license provided for the Project Promotional Content and that neither the Project Promotional Content nor the exercise of the rights granted herein shall infringe upon any rights, including the right of privacy or right of publicity, constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity.

(b) The Bank and Member may each require that Project Owner display a sign during the construction period of the Project, at Project Owner's expense, either separate or combined with other signage that the Owner may erect, and which signage shall include the name and/or the logo of the Bank and/or Member, as applicable, at the Project construction site informing the public that the Bank and Member are a funding source for the Project. The size and location of the sign must be reasonably acceptable to Project Owner and in compliance with applicable laws and ordinances. The Bank and Member may obtain at their own expense other publicity in connection with the Project through press releases and participation in ground-breaking and opening ceremonies and similar events.

**4.0 Representations and Warranties of the Member, Project Owner and Project Sponsor.** The Member, Project Owner, and Project Sponsor each represent and warrant to the Bank that:

**4.01 Formation and Qualification.** Each of Member, Project Owner, and Project Sponsor which is a corporation is duly incorporated and qualified, validly existing and in good standing under the Laws of the jurisdiction of its incorporation; each of Member, Project Owner, and Project Sponsor which is a partnership, trust or other entity is duly formed and validly existing under the Laws of the jurisdiction of its formation and, in the case of a limited partnership formed under the applicable

Laws; and each of Member, Project Owner, and Project Sponsor has all requisite power and authority to conduct its business.

**4.02 Project Title.** Prior to the first disbursement of the subsidy and during the time that the Project Sponsor owns the real property associated with the Project, the Project Owner has and will continue to have good and marketable title to the Project, with all access rights necessary to develop and operate the Project, free and clear of all liens and similar rights of third parties, subject only to permitted exceptions as set forth in the owner's title insurance policy for the Project. Upon recordation of the Retention Mechanism executed by the Project Owner or Project Sponsor, as applicable, in favor of the Member, the Retention Mechanism will create a valid and indefeasible perfected lien in the Project securing the payment and performance of all obligations under this Agreement and the AHP Requirements.

**4.03 Project Information.** (a) To the best knowledge of the Project Owner and Project Sponsor, the Project complies in all material respects with all applicable Laws relating to the division and development of the real property, and the Project Owner and Project Sponsor are, and the construction of any improvements in accordance with the terms of this Agreement will be, in compliance in all material respects with all applicable Laws relating to the Project. (b) The development and use of the Project for its intended purpose does not contravene any applicable Laws, and are not subject to any other legal, contractual or practical impediments which are material in the aggregate. (c) The Development Budget delivered to the Bank is based on information deemed reliable by the Project Owner and Project Sponsor and represents the Project Owner and Project Sponsor's best estimate of all Project costs that will be required in connection with the Project, and such Development Budget is materially equivalent to any budget provided to other potential funding sources for the Project. (d) Except as otherwise disclosed in writing to the Bank, all material contracts relating to the Project are in full force and effect and free from any material breach or default by any party.

**4.04 Financial Information.** (a) Any financial statements of Project Owner and Project Sponsor which have been furnished to the Bank pursuant to Section 3.07(b) above fairly present such party's financial condition as of the dates of such financial statements and the results of operations for the periods covered by such financial statements in accordance with generally accepted accounting principles consistently applied (or such other method of preparation approved by the Bank), and since the respective dates of such financial statements, there has been no material adverse change in the financial condition, operations, properties or prospects of the Project Owner or Project Sponsor. (b) Project Owner and Project Sponsor have filed all tax returns required to be filed by such entity, and have paid all taxes due pursuant to such returns or in respect of any of its properties (except for any such taxes which are being actively contested in good faith by appropriate proceedings).

**4.05 Litigation and Other Matters.** Except as otherwise disclosed in writing to the Bank: (a) no actions or other proceedings affecting or relating to the Project are pending or, to the best knowledge of each of Member, Project Owner, and Project Sponsor, threatened, and/or (b) no actions or other proceedings are pending or, to the best knowledge of each Member, Project Owner, and Project Sponsor, threatened against or affecting any of Project Owner or Project Sponsor or any property of Project Owner or Project Sponsor which, if determined adversely to such party, could materially impair the financial condition, operations, properties or prospects of that party or the ability of that party to perform their obligations under the Application, this Agreement or the AHP Requirements.

**4.06 Documents and Other Information.** All documents and other information delivered to the Bank pursuant to the Application (including the Application Certification), this Agreement or the AHP Requirements are, and will be complete and correct in all material respects at the time of delivery to the Bank. During the full term of the AHP retention period, Member, Project Owner, and Project Sponsor hereby agree to inform the Bank of any material change to any such documentation or other information, including, but not limited to, any material information that may cause the Project, Member, Project Sponsor, Project Owner or Bank to have an increased likelihood of reputation risk.

**4.07 Internal Controls - Sponsor.** Each of the Member, Project Sponsor and Project Owner shall establish and maintain adequate and efficient internal controls, policies and procedures, to assure an effective system for the prevention, detection and reporting of fraud or abuse in connection with the AHP subsidy, including but not limited to the appropriate countersignatures and notarization of documents.

**4.08 Internal Control; Know Your Customer.** The Member has established and does maintain an adequate and effective internal control environment including, but not limited to, requisite policies and procedures for the prevention, detection, and reporting of fraud, abuse and other suspicious activity in connection with the AHP Competitive program, including related to any Project Sponsor(s) or other third parties that may participate in the provision of goods or services related thereto. The Member complies with all applicable Bank Secrecy Act and Office of Foreign Assets Controls (OFAC) requirements as they relate to the AHP Competitive program and certifies that the Member has conducted (or caused to be conducted) a screen to confirm that each of the Project Sponsor, the project owner (for rental projects), and each homebuyer/homeowner (for ownership projects) is not a "specifically designated national and blocked person" (SDN) on the SDN list maintained by OFAC. The Member shall ensure that Project Sponsor and Project Owner are included within the scope of the Member's know-your-customer (KYC) processes established as part of the Member's anti-money laundering program.

## **5.0 Events of Default and Remedies of the Bank.**

**5.01 Events of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default:

(a) the Member shall fail to pay all or any portion of the principal or installment of interest on a subsidized advance when due; or

(b) the Member, Project Owner, or Project Sponsor shall fail to pay any other amount payable by the Member, Project Owner, or Project Sponsor to the Bank under the Application, this Agreement, or the AHP Requirements within 30 days after the date when due; or

(c) any of Member, Project Owner, or Project Sponsor shall fail to perform or observe any other term, covenant or agreement contained in any of the Application, this Agreement, or the AHP Requirements on its part to be performed or observed and either (i) such failure shall continue for more than 30 days after notice of such failure is given by the Bank to Member, Project Owner, and Project Sponsor, unless such failure is not reasonably capable of being cured within such 30 day period, and Member, Project Owner, or Project Sponsor, as applicable, commences action to cure such failure within such 30 day period and diligently and continuously prosecutes such action to

completion and causes such failure to be cured within 90 days after such notice; or (ii) such failure is not reasonably capable of being cured within 90 days after notice of such failure is given by the Bank to Member, Project Owner, and Project Sponsor; or

(d) any Representation or Warranty set forth in Section 4.0 above proves to have been untrue, or incorrect in any material respect when made or any time thereafter during the term of the Retention Period; or

(e) Member, Project Owner, or Project Sponsor fails to provide information requested by the Bank in connection with monitoring review for greater than 60 days; or

(f) all or a substantial or material portion of the Project is damaged or destroyed and the Bank has reasonably determined that the security of the Retention Mechanism has been impaired or that the repair, restoration or replacement of the Project is not economically practicable or is not likely to be completed prior to the end of the Retention Period; or all or a substantial or material portion of the Project is condemned, seized or appropriated by any governmental agency or subject to any action or other proceeding instituted by any governmental agency for any such purpose; or

(g) Project Owner or Project Sponsor is dissolved or liquidated or merged with or into any other entity; or all or substantially all of the assets of Project Owner or Project Sponsor are sold or otherwise transferred without the prior approval of the Member and the Bank; or

(h) the Project is sold in violation of the terms of the Application, this Agreement or the AHP Requirements; or any of Member, Project Owner, or Project Sponsor assigns or attempts to assign any rights or interests under the Application this Agreement, or any Retention Mechanism without the prior written consent of the Bank; or the Application or this Agreement becomes or is claimed by any of Member, Project Owner, or Project Sponsor to be unenforceable against such party; or the Retention Mechanism shall cease to constitute a valid and indefeasible perfected lien on the Project; or

(i) Project Owner or Project Sponsor is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee or similar official for it or for all or any part of its property (or any such appointment is made without its consent and the appointment continues undischarged and unstayed for 60 days); or institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or to all or any part of its property under the Laws of any jurisdiction (or any such proceeding is instituted without its consent and continues undismissed and unstayed for 60 days); or

(j) any material adverse change shall occur in the financial condition, operations, properties or prospects of Project Owner or Project Sponsor, or any event shall occur which has a material adverse impact on the Project, including without limitation the failure of the Project to demonstrate progress toward draw down of AHP subsidy or project completion, as set forth in the Implementation Plan.

**5.02 Remedies of the Bank.** Upon the occurrence of any Event of Default, the Bank may determine, in its sole discretion and upon terms and conditions satisfactory to the Bank and the Finance Agency, if applicable, that the Event of Default can be cured by the Member, Project Owner, or Project Sponsor within a reasonable period of time as determined by the Bank, or the circumstances of such Event of Default may be eliminated through a modification of the Application, as set forth in the AHP Regulations, or alternatively the Bank may waive such Event of Default. If such Event of Default is not waived or cured as set forth in the preceding sentence, the Bank may, without notice to or demand upon the Member, Project Owner, and Project Sponsor, which are expressly waived by the Member, Project Owner, and Project Sponsor (except for notices or demands otherwise required by applicable Laws and any notices or demands specified in the Application, this Agreement or the AHP Requirements), exercise any one or more of the following Remedies as the Bank may determine:

- (a) to place the Project on the Watch List;
- (b) prohibit the Project Sponsor from receiving any unfunded AHP subsidy with respect to this Project, and/or prohibit the Project Sponsor from obtaining any future AHP award;
- (c) with respect to any subsidy that has been awarded but not yet been disbursed, the Bank may, at its option, terminate all commitments to make disbursements and deobligate the AHP subsidy;
- (d) with respect to any subsidy that has been disbursed, the Bank may declare the unpaid principal and all accrued interest, if any, and other amounts payable under this Agreement, to be immediately due and payable. If this remedy is elected, the Bank will direct the Member to repay the subsidy, in the event of a Member Event of Default, or recapture the subsidy and undertake reasonable collection efforts, as defined in the AHP Requirements and further set forth below in Section 5.03, in the event of a Project Owner or Project Sponsor Event of Default;
- (e) with respect to a Member Event of Default, the Bank may proceed to protect, exercise and enforce any and all of its remedies provided under the Advances and Security Agreement, as incorporated herein pursuant to Section 3.11; and
- (f) the Bank may proceed to protect, exercise and enforce any and all other remedies provided under the AHP Requirements or by applicable Laws.

Each of Project Sponsor and Project Owner agrees to pay all charges and expenses incurred by the Bank or the Member (including reasonable attorneys' fees and expenses) in connection with (a) any investigation by the Bank or the Member in respect of this Agreement, any related document or any AHP Requirement as it relates to the Project; (b) the enforcement, protection or preservation of any right or claim of the Bank or the Member against the Project Sponsor or Project Owner under this Agreement, any related document, or any AHP Requirement as it relates to the Project; or (c) the collection of any amounts due under this Agreement, any related document or any AHP Requirement as it relates to the Project. As used herein, "related document" includes, but is not limited to, any and all Retention Mechanisms required under Section 3.10 of this Agreement.

Each of the remedies of the Bank provided herein is cumulative and not exclusive of, and shall not prejudice, any other remedy provided in the Application, this Agreement, the AHP Requirements or by applicable Laws. Each remedy may be exercised from time to time as often as deemed necessary

by the Bank, and in such order and manner as the Bank may determine. No failure or delay on the part of the Bank in exercising any remedy shall operate as a waiver of such remedy; nor shall any single or partial exercise of any remedy preclude any other or further exercise of such remedy or of any other remedy. No application of payments, or any advances or other action by the Bank, will cure or waive any Event of Default or prevent acceleration, or continued acceleration, of amounts payable under the Application, this Agreement, or prevent the exercise, or continued exercise, of any Remedies of the Bank.

### **5.03 Recapture of AHP Subsidy.**

(a) **Due to Event of Default by the Member.** If the Bank elects to exercise the remedy set forth in Section 5.02(d), the Member shall repay to the Bank that portion of the subsidy (plus interest, if deemed appropriate by the Bank) that, as a result of the Member's actions or omissions constitute an Event of Default, in each case as may be determined by the Bank or the Finance Agency. The Member's obligation under this section is in addition to all of the other obligations and liabilities of the Member under the Application, this Agreement, and AHP Requirements, including, without limitation, the Member's obligation to recover subsidy amounts from the Project Owner and the Project Sponsor and repay them to the Bank as set forth below.

(b) **Due to Event of Default by Project Owner or Project Sponsor.** If the Bank elects to exercise the remedy set forth in Section 5.02(d), the Project Owner or Project Sponsor, as applicable, shall repay to the Member, or the Member shall recover from the Project Owner or Project Sponsor and repay to the Bank, that portion of the subsidy (plus interest, if deemed appropriate by the Bank) that, as a result of the Project Owner's or Project Sponsor's actions or omissions constitute an Event of Default, in each case as may be determined by the Bank or the Finance Agency.

(c) **Member's Exercise of Reasonable Collection Efforts.** The Member shall not be liable to the Bank under Section 5.03(b) for the return of amounts that cannot be recovered from the Project Owner or Project Sponsor through the reasonable collection efforts by the Member unless: (1) the Bank determines that reasonable collection efforts were not made by the Member, and, as applicable, (2) the Finance Agency or its staff determines, pursuant to 12 C.F.R. § 1291.60(c), that the Bank is required to recover such amounts from the Member or to reimburse the AHP Fund or if the Finance Agency or its staff takes other enforcement action under the AHP Regulations. Each of the Member, Project Owner, and the Project Sponsor agree to be parties to any enforcement action and to be bound by the Finance Agency's final determination regarding repayment or reimbursement. If a Member cannot recover AHP subsidy from the Project Owner or Project Sponsor, the Member shall, upon request of the Bank, provide written documentation to the Bank setting forth Member's collection efforts. Collection efforts shall generally be determined to be reasonable by the Bank if the Member engages in such actions as it would normally undertake in the collection of its own non-AHP commercial and consumer loans and in accordance with prudent banking practices. Collection efforts shall generally not be considered reasonable by the Bank if (among other reasons) the Bank determines that such efforts are adversely affected by any failure of the Member to fulfill its obligations under Section 2.03, 2.04 or 3.10 of this Agreement.

### **6.0 Project Monitoring Obligations.**

**6.01 Monitoring Responsibilities.** The "Monitoring Compliance Requirements attached to this Agreement as Exhibit B are hereby incorporated into and made a part of this Agreement. The

Member, Project Owner, and Project Sponsor hereby agree to each of its obligations set forth in such exhibit.”

**6.02 Cooperation.** The Project Owner, Project Sponsor and the Member agree to fully cooperate with the Bank in effectuating off-site and on-site reviews of the Project and to provide to the Bank any Project documentation periodically required under this Agreement, the Application, or any AHP Requirement.

**7.0 Loss of Membership in the Bank; Assignment.**

**7.01 Loss of Membership.** In the event of its loss of membership in the Bank, the Member shall make best efforts to transfer its obligations under the Application and this Agreement to an Approved Transferee prior to the Bank’s final disbursement of the subsidy. As used herein, “Approved Transferee” means another member of the Bank approved by the Bank in writing, such approval to be given or withheld in the exercise of the Bank’s reasonable discretion.

**7.02 Assignment.** Except as set forth in section 7.01, none of the Member, Project Owner, nor Project Sponsor is permitted to assign or otherwise transfer its rights and obligations under the Application and this Agreement without the prior written consent of the Bank. The Project Owner and Project Sponsor acknowledge and agree that, in the event that the Bank approves of an assignment by the Member of its rights and obligations under the Application and this Agreement, the Project Owner and Project Sponsor will not have any right to consent or object to such assignment by the Member, and the Project Owner and Project Sponsor agree to execute and deliver any and all documents (and amendments to documents) requested by the Approved Transferee or the Bank to further evidence such assignment.

**8.0 Public Events; Bank and Member Rights.** The Project Sponsor and Project Owner shall inform the Member and the Bank of a public event relating to the Project (e.g., ground breaking ceremonies, dedications, etc.). The Member and the Bank shall, in each party’s sole discretion, have the option to attend or participate in any such public event related to the Project, and, to the extent applicable, shall have the right to require the inclusion of their institution’s logo on any signs displaying the funding sources for the Project.

**9.0 Miscellaneous.** The parties accept the terms and conditions of the funding as set forth herein by executing this Agreement in the space set forth below. In indicating their acceptance of the terms and conditions of the funding set forth herein, the parties also represent and warrant that they have full corporate power and authority and have received all corporate and governmental authorizations and approvals as may be required to enter into and perform their obligations under this Agreement, that they will maintain this Agreement as part of their corporate records, and that at all times they will adhere to the terms and conditions set forth herein. The parties further agree that this Agreement may be executed in separate counterparts, each of which shall be considered an original and that no amendment may be made to this Agreement except in writing executed by all parties hereto. This Agreement shall be governed by the statutory and common law of the United States and, to the extent state law is applicable, by the laws of the State of Georgia (without giving effect to choice of law principles included therein). In any action or proceeding brought by any party in order to enforce any right or remedy under this Agreement, the parties hereby consent to, and agree that they will submit to, the nonexclusive jurisdiction of the United States District Court for the Northern District of Georgia or, if such action or proceeding may not be brought in Federal court, the jurisdiction of the courts of the State of Georgia located in the City of Atlanta.

No delay on the part of a party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or be construed to be a waiver of any default under this Agreement. No waiver of any default shall be effective unless in writing and signed by an authorized officer of the party waiving such default, and no such waiver shall be deemed to be a waiver of a subsequent default or be deemed to be a continuing waiver. No course of dealing between the parties, or their agents or employees, shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default hereunder; the parties agree that each party shall be solely liable and responsible for the actions of their agents or employees, and that each counterparty shall be entitled to rely on the actions of such agents or employees. If any provision of this Agreement is held invalid or unenforceable to any extent or in any application, the remainder of this Agreement, or application of such provision to different persons or circumstances or in different jurisdictions, shall not be affected thereby. This Agreement shall be binding upon the parties and upon any successor in interest to the parties.

**WARNING:** Any person who knowingly makes a false statement or misrepresentation in this document, the AHP application, or any accompanying documentation is subject to penalties that may include fines, imprisonment, or both, under the provisions of Title 18, United States Code, Sec. 1014.

**[signatures begin on following page]**

In Witness Whereof, the parties hereto have set their hand and seal below, effective as of the date first set forth above.

**Rural Neighborhoods, Incorporated**

**Primary Project Sponsor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Abundant Life Ministries-Hope House, Incorporated**  
**Project Co-Sponsor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Phoenix Crossings, LLC**

**Project Owner**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Ownership entity must legally exist before executing**

**SouthState Bank, NA**

**Member**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Abundant Life Ministries-Hope House, Inc.**  
**Statement of Financial Activity YTD with Pr Yr Compare**  
**January through December 2023**

	<u>Jan - Dec 23</u>	<u>Jan - Dec 22</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Donations</b>	150.00	6,000.00
<b>4020 · Fundraiser</b>		
A Christmas To Remember 2020	-485.20	0.00
A Christmas to Remember 2021	0.00	4,338.80
A Christmas to Remember 2022	0.00	11,222.31
A Christmas to Remember 2023	9,393.40	0.00
<b>Total 4020 · Fundraiser</b>	<u>8,908.20</u>	<u>15,561.11</u>
<b>4030 · Contributions Income</b>		
4070 · Unrestricted	1,000.00	3,800.00
4030 · Contributions Income - Other	251.29	5,605.00
<b>Total 4030 · Contributions Income</b>	<u>1,251.29</u>	<u>9,405.00</u>
<b>4110 · Grants</b>	12,352.20	2,312.00
<b>4170 · Program Fees</b>		
41711 · Children's Network	158,314.00	0.00
4172 · Clothing Allowance	900.00	0.00
4173 · CPC		
4173.1 · Reimbursement	-2,039.65	0.00
4173 · CPC - Other	127,768.00	116,726.00
<b>Total 4173 · CPC</b>	<u>125,728.35</u>	<u>116,726.00</u>
4174 · CBC Seminole	0.00	26,880.00
4178 · PFSF	0.00	49,744.80
4180 · CFCN	157,950.00	110,706.00
4170 · Program Fees - Other	0.00	-350.00
<b>Total 4170 · Program Fees</b>	<u>442,892.35</u>	<u>303,706.80</u>
4501 · Phoenix Crossing income	21,429.50	0.00
4502 · Phoenix Community Income	0.00	8,778.51
<b>Total Income</b>	<u>486,983.54</u>	<u>345,763.42</u>
<b>Gross Profit</b>	486,983.54	345,763.42
<b>Expense</b>		
<b>6001 · Facility/Office Related Costs</b>		
6172 · Expendable Office Furn & Equip	996.76	0.00
6184 · Building & Equip Ins	4,865.50	2,129.20
6230 · Licenses and Permits	1,624.38	525.80
6232 · Moving Expenses	912.60	0.00
6250 · Postage and Delivery	364.46	330.00
6290 · Rent and Mortgage Interest	11,678.00	18,511.08
6300 · Repairs Building/Grounds		
6275 · Property Maintenance	1,063.19	827.32
6301 · Building Repairs	1,773.98	1,674.79
6300 · Repairs Building/Grounds - Other	0.00	-1,350.00
<b>Total 6300 · Repairs Building/Grounds</b>	<u>2,837.17</u>	<u>1,152.11</u>
6305 · Equipment Repairs	0.00	109.95
6323 · Home/residential supplies	4,101.45	977.44
6324 · Storage Expense	1,212.00	1,052.00
6325 · Telephone - Wireless	1,376.31	1,113.36
6333 · Office Supplies	634.15	1,715.41
6339 · Software Expense		
6322 · Administrative	2,405.00	2,625.00
6339 · Software Expense - Other	693.43	103.99
<b>Total 6339 · Software Expense</b>	<u>3,098.43</u>	<u>2,728.99</u>
6340 · Telephone	111.13	1,008.27

9:24 AM

06/17/24

Accrual Basis

**Abundant Life Ministries-Hope House, Inc.**  
**Statement of Financial Activity YTD with Pr Yr Compare**  
**January through December 2023**

	Jan - Dec 23	Jan - Dec 22
<b>6390 · Utilities</b>		
6125 · Cable/Dish Network	2,721.91	1,067.76
6197 · Internet Fees	46.34	0.00
6400 · Gas and Electric	4,729.42	7,162.53
6410 · Water	3,104.79	1,990.44
6390 · Utilities - Other	1,320.01	0.00
<b>Total 6390 · Utilities</b>	11,922.47	10,220.73
<b>6001 · Facility/Office Related Costs - Other</b>	1,050.35	0.00
<b>Total 6001 · Facility/Office Related Costs</b>	46,785.16	41,574.34
<b>6100 · Staff Related Costs</b>		
6103 · Staff Recruitment	3,000.00	0.00
6105 · Misc Benefits		
Phoenix Primary Care	0.00	90.00
6181 · Health Ins.	0.00	56.86
<b>Total 6105 · Misc Benefits</b>	0.00	146.86
6119 · Background Check	251.50	0.00
6245 · Payroll Expenses		
Payroll Processing Fee	0.00	1,167.85
Refund	0.00	0.00
Staff Payroll wages	0.00	0.00
62454 · Fica & Medicare Tax Expense	0.00	16,840.95
6426 · Refund of Payroll Taxes	0.00	-405.00
6245 · Payroll Expenses - Other	295,973.22	209,190.55
<b>Total 6245 · Payroll Expenses</b>	295,973.22	226,794.35
6274 · Training	14.95	0.00
6350 · Travel		
6355 · Meals	839.33	645.03
6358 · Travel (lodging, mileage)	710.66	382.52
6350 · Travel - Other	16.40	0.00
<b>Total 6350 · Travel</b>	1,566.39	1,027.55
6100 · Staff Related Costs - Other	111.20	6.95
<b>Total 6100 · Staff Related Costs</b>	300,917.26	227,975.71
<b>6177 · Fundraiser Expenses</b>		
A Christmas To Remember 2022	0.00	6,643.96
A Christmas to Remember 2023	3,082.84	0.00
<b>Total 6177 · Fundraiser Expenses</b>	3,082.84	6,643.96
<b>6240 · Miscellaneous Costs</b>		
6010 · Phoenix Crossings	0.00	3,000.00
6020 · Advertising and Promotion	515.30	471.34
6120 · Bank Service Charges	342.95	274.00
6150 · Depreciation Expense	0.00	8,789.00
6160 · Dues and Subscriptions	947.32	775.00
6178 · Home Warranty	199.96	465.00
6180 · Insurance	4,892.55	138.62
6185 · Liability Insurance	7,753.70	5,334.42
6200 · Interest Expense	0.00	1,253.09
6260 · Printing and Reproduction	192.60	0.00

9:24 AM

06/17/24

Accrual Basis

**Abundant Life Ministries-Hope House, Inc.**  
**Statement of Financial Activity YTD with Pr Yr Compare**  
**January through December 2023**

	Jan - Dec 23	Jan - Dec 22
<b>6270 · Professional Fees</b>		
6271 · Accounting	9,744.85	8,045.00
6272 · Consulting	85.00	85.00
6273 · Legal Fees	177.00	0.00
6270 · Professional Fees - Other	113.06	0.00
<b>Total 6270 · Professional Fees</b>	10,119.91	8,130.00
<b>6320 · Supplies</b>		
6328 · Marketing	62.00	0.00
<b>Total 6320 · Supplies</b>	62.00	0.00
<b>Total 6240 · Miscellaneous Costs</b>	25,026.29	28,630.47
<b>6401 · Vehicle Costs</b>		
6110 · Automobile Expense		
6113 · Fuel	1,574.72	2,766.08
6114 · Automobile Repair & Maintenance	3,600.87	1,177.37
6110 · Automobile Expense - Other	104.76	0.00
<b>Total 6110 · Automobile Expense</b>	5,280.35	3,943.45
6183 · Automobile Insurance	2,808.00	2,608.00
<b>Total 6401 · Vehicle Costs</b>	8,088.35	6,551.45
<b>6501 · Child Census Related Costs</b>		
6127 · Financial Assist. to Client Client Allowance	1,479.00	877.20
Client Expense - Reward	0.00	232.28
<b>Total 6127 · Financial Assist. to Client</b>	1,479.00	1,109.48
6129 · Clothing Allowance	351.75	98.41
6176 · Food	8,908.11	10,146.48
6287 · Recreation	3,732.87	944.47
6329 · Medical/Health/Pharm	8.49	211.35
6511 · Education	0.00	12.63
6513 · Client Travel	0.00	54.01
<b>Total 6501 · Child Census Related Costs</b>	14,480.22	12,576.83
<b>Total Expense</b>	398,380.12	323,952.76
<b>Net Ordinary Income</b>	88,603.42	21,810.66
<b>Other Income/Expense</b>		
<b>Other Income</b>		
Insurance Proceeds	1,052.12	20,902.25
70100 · Interest Income	1,043.85	235.53
71800 · Rent Received	0.00	500.00
<b>Total Other Income</b>	2,095.97	21,637.78
<b>Net Other Income</b>	2,095.97	21,637.78
<b>Net Income</b>	90,699.39	43,448.44

**ARTICLES OF ORGANIZATION**  
of  
**PHOENIX CROSSINGS, LLC,**  
A Florida Limited Liability Company

In compliance with the laws of the State of Florida, the undersigned does hereby form a limited liability company.

**ARTICLE I - NAME AND PRINCIPAL OFFICE**

The name of the company is Phoenix Crossings, LLC. The principal office of the company shall be located at 2729 E Moody Blvd, Suite 104, Bunnell, FL 32110. The mailing address for the company is P.O. Box 354925, Palm Coast, FL 32135.

**ARTICLE II - TERM OF EXISTENCE**

The period of duration is perpetual. The company is organized pursuant to the Florida Revised Limited Liability Company Act. The date on which company existence shall begin is the date on which these Articles of Organization are filed with the Secretary of State of the State of Florida, or March 1, 2020, whichever is later.

**ARTICLE III - REGISTERED AGENT**

The name and address of the initial registered agent and office of the company is: Sandra Shank, 44 Woodborn Lane, Palm Coast, FL 32164.

**ARTICLE IV – OPERATING AGREEMENT**

The Operating Agreement of the Company may be altered, amended, modified, or repealed in the manner set forth in the Operating Agreement.

**ARTICLE V – AMENDMENTS**

The Company reserves the right to amend or repeal any of the provisions contained in these Articles of Organization or any amendments hereto.

**ARTICLE VI – MANAGEMENT**

The Company will be member-managed. The name and address of the person(s) authorized to manage this LLC is:

Title: AMBR  
Abundant Life Ministries - Hope House, Inc.  
P.O. Box 354925, Palm Coast, FL 32135

**FILED**  
2020 JAN 27 AM 8:37  
SECRETARY OF STATE  
TALLAHASSEE, FL



1108 S. State Street  
Suite 107  
Bunnell, FL 32110  
386-313-6381 ☎  
administrator@almhhi.org ✉  
www.almhhi.org 🌐

June 26, 2024

Flagler County BoCC  
Procurement Division  
1769 E. Moody Blvd  
Bunnell, FL 32110

RE: TAB 7- CAPACITY

This letter authorizes a Flagler County auditor and/or financial analyst access to the financial records, including all records prepared by an independent firm, or the financial records of other entities for which Abundant Life Ministries-Hope House, Inc., has ownership interest. Access of such records will occur at the primary location of Abundant Life Ministries-Hope House, Inc., or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Abundant Life Ministries-Hope House, Inc. business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract.

Sincerely,

Sandra Shank  
CEO/Founder





Please read the instructions tab carefully before completing this page or if you encounter any issues with the document or uploading into the AHP system.

## 2021 Affordable Housing Program (AHP) Summary of Uses of Funds

Application/Project Number:

Acquisition Costs	Housing	Commercial	Total
Land Acquisition			\$ -
Property Acquisition			\$ -
Legal Fees			\$ -
Closing Costs			\$ -
Title and Recording			\$ -
<b>Total Acquisition Costs</b>	\$ -	\$ -	\$ -

Construction/Rehabilitation Costs	Housing	Commercial	Total
Construction Costs	\$ 7,691,969.00	\$ -	\$ 7,691,969.00
Rehabilitation Costs	\$ -	\$ -	\$ -
Off-Site Improvements			\$ -
Demolition			\$ -
Builders Overhead			\$ -
Builders Profit			\$ -
General Requirements	\$ 1,040,825.00		\$ 1,040,825.00
Bond Premium			\$ -
<b>Total Construction/Rehabilitation Costs</b>	\$ 8,732,794.00	\$ -	\$ 8,732,794.00

Fees	Housing	Commercial	Total
Architect Fees	\$ 225,375.00		\$ 225,375.00
Engineering Fees	\$ 200,000.00		\$ 200,000.00
Appraisal Fees	\$ 5,500.00		\$ 5,500.00
Attorney Fees	\$ 95,000.00		\$ 95,000.00
Accounting Fees			\$ -
Environmental Fees	\$ 110,000.00		\$ 110,000.00
Tax Credit Fees			\$ -
Tax Credit Monitoring Fees			\$ -
Developer Fees	\$ 1,600,000.00		\$ 1,600,000.00
Title and Recording Fees	\$ 45,000.00		\$ 45,000.00
Municipality Fees			\$ -
Other Fees	\$ 224,600.00		\$ 224,600.00
<b>Total Fees</b>	\$ 2,505,475.00	\$ -	\$ 2,505,475.00

Taxes and Insurance Costs	Housing	Commercial	Total
Taxes			\$ -
Insurance Fees	\$ 41,417.00		\$ 41,417.00
<b>Total Taxes and Insurance Costs</b>	\$ 41,417.00	\$ -	\$ 41,417.00

Construction Financing	Housing	Commercial	Total
Construction Loan Interest	\$ 173,000.00		\$ 173,000.00
Construction Loan Origination Fee	\$ 50,000.00		\$ 50,000.00
Construction Loan Application Fee			\$ -
Other			\$ -
<b>Total Construction Financing</b>	\$ 223,000.00	\$ -	\$ 223,000.00

Permanent Financing	Housing	Commercial	Total
Permanent Loan Origination Fees	\$ 225,814.00		\$ 225,814.00
Other			\$ -
<b>Total</b>	\$ 225,814.00	\$ -	\$ 225,814.00

Project Reserves	Housing	Commercial	Total
Operating Reserves			\$ -
Replacement Reserves			\$ -

Tax and Insurance Escrow	\$	45,000.00		\$	45,000.00
Transformation Reserve				\$	-
Internal Rent Subsidy Escrow				\$	-
Supportive Services Escrow				\$	-
Other				\$	-
<b>Total Project Reserves</b>	\$	45,000.00	\$	-	\$ 45,000.00

<b>Syndication Fees and Expenses</b>	Housing		Commercial	Total
Organizational				\$ -
Bridge Loan Interest				\$ -
Bridge Loan Fees				\$ -
Legal Fees				\$ -
Accounting Fees				\$ -
Other				\$ -
Historic Tax Credit Syndication Fees				\$ -
<b>Total Syndication Fees and Expenses</b>	\$	-	\$ -	\$ -

<b>Miscellaneous Costs</b>	Housing		Commercial	Total
Market Study	\$	6,500.00		\$ 6,500.00
Survey	\$	30,000.00		\$ 30,000.00
Rent Up Expense				\$ -
Development Consultant Fees				\$ -
FF&E				\$ -
Appliances				\$ -
Displacement/Relocation Costs				\$ -
Other	\$	40,000.00		\$ 40,000.00
<b>Total Miscellaneous Costs</b>	\$	76,500.00	\$ -	\$ 76,500.00

<b>Total Project Costs</b>	\$	11,850,000.00	\$	-	\$ 11,850,000.00
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Please read the instructions tab carefully before completing this page or if you encounter any issues with the document or uploading into the AHP system.

**2021 Affordable Housing Program (AHP) Rental Income Worksheet**

Median Family Income: **\$ 88,700.00**

Application/Project Number: **0**

All rents are in compliance with the AHP Implementation Plan: **TRUE**

Type of Unit & Income	No. of Units	Estimated Tenant Paid Rent (including utilities) "do not include utilities paid outside of rent"	Rent Subsidy	Proposed Monthly Rent	Assumed Family Size	Maximum Annual Income Adjusted for Family Size	Max AHP Rent	Tenant Rent as a % of Targeted Income	Total Monthly Rent
<b>&lt;=50% Area Median Income (AMI)</b>									
Efficiency				\$ -	1	\$ 31,045.00	\$ 776.00	0.00%	\$ -
Efficiency				\$ -	1	\$ 31,045.00	\$ 776.00	0.00%	\$ -
Efficiency				\$ -	1	\$ 31,045.00	\$ 776.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 33,262.50	\$ 832.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 33,262.50	\$ 832.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 33,262.50	\$ 832.00	0.00%	\$ -
2 Bedroom	12	\$200.00	\$750.00	\$ 950.00	3	\$ 39,915.00	\$ 998.00	6.01%	\$ 11,400.00
2 Bedroom				\$ -	3	\$ 39,915.00	\$ 998.00	0.00%	\$ -
2 Bedroom				\$ -	3	\$ 39,915.00	\$ 998.00	0.00%	\$ -
3 Bedroom	16	\$200.00	\$1,200.00	\$ 1,400.00	4.5	\$ 46,124.00	\$ 1,153.00	5.20%	\$ 22,400.00
3 Bedroom				\$ -	4.5	\$ 46,124.00	\$ 1,153.00	0.00%	\$ -
3 Bedroom				\$ -	4.5	\$ 46,124.00	\$ 1,153.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 51,446.00	\$ 1,286.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 51,446.00	\$ 1,286.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 51,446.00	\$ 1,286.00	0.00%	\$ -

<b>&gt;60 to &lt;=60% Area Median Income</b>									
Efficiency				\$ -	1	\$ 37,254.00	\$ 931.00	0.00%	\$ -
Efficiency				\$ -	1	\$ 37,254.00	\$ 931.00	0.00%	\$ -
Efficiency				\$ -	1	\$ 37,254.00	\$ 931.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 39,915.00	\$ 998.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 39,915.00	\$ 998.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 39,915.00	\$ 998.00	0.00%	\$ -
2 Bedroom				\$ -	3	\$ 47,898.00	\$ 1,197.00	0.00%	\$ -
2 Bedroom				\$ -	3	\$ 47,898.00	\$ 1,197.00	0.00%	\$ -
2 Bedroom				\$ -	3	\$ 47,898.00	\$ 1,197.00	0.00%	\$ -
3 Bedroom				\$ -	4.5	\$ 55,348.80	\$ 1,384.00	0.00%	\$ -
3 Bedroom				\$ -	4.5	\$ 55,348.80	\$ 1,384.00	0.00%	\$ -
3 Bedroom				\$ -	4.5	\$ 55,348.80	\$ 1,384.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 61,735.20	\$ 1,543.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 61,735.20	\$ 1,543.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 61,735.20	\$ 1,543.00	0.00%	\$ -

<b>&gt;60 to &lt;=80% Area Median Income</b>									
Efficiency				\$ -	1	\$ 49,672.00	\$ 1,242.00	0.00%	\$ -
Efficiency				\$ -	1	\$ 49,672.00	\$ 1,242.00	0.00%	\$ -
Efficiency				\$ -	1	\$ 49,672.00	\$ 1,242.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 53,220.00	\$ 1,331.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 53,220.00	\$ 1,331.00	0.00%	\$ -
1 Bedroom				\$ -	1.5	\$ 53,220.00	\$ 1,331.00	0.00%	\$ -
2 Bedroom				\$ -	3	\$ 63,864.00	\$ 1,597.00	0.00%	\$ -
2 Bedroom				\$ -	3	\$ 63,864.00	\$ 1,597.00	0.00%	\$ -
2 Bedroom				\$ -	3	\$ 63,864.00	\$ 1,597.00	0.00%	\$ -
3 Bedroom				\$ -	4.5	\$ 73,798.40	\$ 1,845.00	0.00%	\$ -
3 Bedroom				\$ -	4.5	\$ 73,798.40	\$ 1,845.00	0.00%	\$ -
3 Bedroom				\$ -	4.5	\$ 73,798.40	\$ 1,845.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 82,313.60	\$ 2,058.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 82,313.60	\$ 2,058.00	0.00%	\$ -
4 Bedroom				\$ -	6	\$ 82,313.60	\$ 2,058.00	0.00%	\$ -

<b>&gt;80% Area Median Income</b>									
Efficiency				\$ -	1	N/A		N/A	\$ -
1 Bedroom				\$ -	1.5	N/A		N/A	\$ -
2 Bedroom				\$ -	3	N/A		N/A	\$ -
3 Bedroom				\$ -	4.5	N/A		N/A	\$ -
4 Bedroom				\$ -	6	N/A		N/A	\$ -

Total Units	28
<=50% AMI	28
>50 to <=60% AMI	0
>60 to <=80% AMI	0
>80% AMI	0

Total Monthly Rental Income	\$ 33,800.00
Annual Gross Rental Income	\$ 405,600.00

# **TAB 9**

# **APPROACH**

### Operating/Management Experience

Phoenix Crossings, LLC (PC), the Applicant, Abundant Life Ministries – Hope House, Inc. (ALM), its Service Coordinator, and Everglades Housing Group, Inc. (EHG), its Management Company, shall collaborate and undertake distinct roles to provide skilled and experienced site management. EHG is proficient in management of seniors, families, and unaccompanied rental housing; in serving special needs populations from homeless to farm workers; and in meeting regulations associated with LIHTC, SAIL, SHIP, HOME, CDBG, USDA RD and FHLB capital sources. It manages 1,515 current units at present and is considered qualified by FHFC, HUD, USDA and multiple jurisdictions.

PROPERTY NAME	LOCATION	# UNITS	YEAR MANAGED	PROGRAMS
Casa OMICA	Florida City	128	2022- TD	SAIL Farmwork (FW) Unaccompanied
Pollywog Creek Senior Housing	Labelle	29	2018 - TD	HUD 202 Elderly Housing
Manatee Village 4	Ruskin	27	2010 - TD	RD 514-516; FHFC SAIL; CDBG; FW
Manatee Village	Ruskin	62	2005 - TD	RD 514-516; CDBG; SHIP, Farmworker
Manatee Village SRO	Ruskin	128	2005 - TD	CDBG; SHIP, FW Unaccompanied
Pollywog Creek I	Labelle	40	2011 – TD	RD 514-516; FHFC SAIL, FW
Pollywog Creek II	Labelle	28	2011 - TD	RD 514-516; FHFC SAIL, FW
Timber Ridge at Sanders Pines	Immokalee	75	2016 – TD	FHFC LIHTC; FHFC SAIL; FHLB
Main Street Village	Immokalee	79	2004 - TD	RD 514-516; FHFC HOME; FHLB, FW
Eden Gardens LP	Immokalee	51	2009 - TD	RD 514-516; FHFC LIHTC; FHLB, FW
Eden Gardens II	Immokalee	37	2009 - TD	RD 514-516; FHFC SAIL; FHLB, FW
Everglades Supportive Housing	Immokalee	4	2009 - TD	FHFC DEMO, Homeless
Hatchers Preserve	Immokalee	18	2017 - TD	HOME
Everglades Farmworker Village	Florida City	466	1995 - TD	RD 514-516; FHLB, Farmworker
Everglades Rural Rental Housing	Florida City	15	2008 - TD	RD 515
Everglades Migrant Housing	Florida City	30	2012 - TD	RD 54-516; FHFC SAIL, Migrant FW
Casa Cesar Chavez	Florida City	144	2007 - TD	FHFC DEMO; FHLB, FW Unaccompanied
Tradewinds Hammocks	Key Largo	66	2019- TD	LIHTC, HOME, Other
FNPS Scattered Site Single Family	Immokalee	5	2017-TD	HOME
Esperanza Place	Immokalee	48	2017-TD	USDA RD, SAIL, FW
FKCLT	Big Pine Key	4	2020-TD	Monroe County
Seahorse and Avenues	Big Pine Key	31	2023-TD	CDBG-DR
<b>Total</b>		<b>1515</b>		

EHG offers skilled tenant screening and is adept in the application of homeless requirements from those who lack a fixed, regular, or adequate nighttime residence to those living in shelters or other temporary living arrangements. This is derived from its 14 years expertise housing homeless households and coordination with shelter providers in multiple FL counties. It will partner with ALM to screen unaccompanied youth who do not otherwise qualify as homeless, but who may be at risk of homelessness or are resident in a public system such as foster care. Prospective residents will usually have two interviews: one with property management and another with the supportive services coordinator. In the ALM supportive services interview, the service program is introduced, and the prospective resident is asked about their service needs including reasonable accommodations.

EHG has income qualified more than 30,000 households since its inception including an estimated 1,500 per annum. It does so under numerous programs from LIHTC, USDA RD, SAIL to HOME. It has an outstanding tenant certification record of compliance at Federal, state, and local level. EHG tenant records are monitored an estimated 18 - 24 times per annum. Specifically, EHG is proficient in meeting FHFC set-aside, income certification, insurance, and financial reporting requirements.

Tenant records are tracked through Real Page One-Site linked to EHG's accounting and vendor management systems. EHG executes leases in accordance with state statutes and Federal requirements such as VAWA and Drug-related Criminal Activity. Lease enforcement shall be a shared task: EHG shall take the lead on landlord-tenant legal requirements and notices. ALM as service coordinator, on the other hand, will counsel residents to bring about desired outcomes for resolvable issues. EHG has Section 504 policies and procedures and provides reasonable accommodations to eligible individuals. It performs periodic ADA and Section 504 reviews of accessible routes, common space, and accessible units.

EHG practices sound premises liability steps to reduce safety and security risks ranging from periodic evaluations of site lighting, key management, perimeter access to playground maintenance and resident background checks. It satisfactorily maintains rental and common space through autogenerated preventive maintenance, periodic capital needs assessments to budgeted capital improvements. Software is used to track resident and management generated work orders and to measure key performance measures such as Average Days Made Ready and Vacant.

Property management of Special Needs housing requires providing culturally competent services to residents from various races and ethnicities, genders, personal and religious backgrounds to those with differing supportive service needs. EHG is well-prepared to serve this diverse range of residents. It offers multilingual spoken and written information to residents with limited English proficiency and those who may have low literacy skills. It does so through a bilingual/bicultural staff often fluent in Spanish and Haitian Creole. Their cultural competence is both personal and organizational. EHG personnel policies foster multiculturalism including the hiring and retention of staff having backgrounds like the client groups served. In addition, our board of directors includes community members, minorities and advocates who serve alongside housing and financial professionals to ensure a client-centered, corporate commitment to residents.

EHG as a property manager views resident engagement as a process. Management begins by looking for a way to work together with residents. This involves a series of interactions, meetings, and shared experiences over time. The length of time it takes to establish a working relationship varies with each person. For prospective residents, engagement begins with new resident orientation and move-in assistance. For EHG, leasing and maintenance staff selection begins with new hire training from ALM as

supportive service provider, specialized communication skills training and periodic service provider evaluation and feedback.

Property management and resident community-based services coordination shall not be the responsibility of the same entities or person. Though EHG and ALM shall **hold** meet weekly to review common space management and schedules, resident rules infractions and other items that intersect the intersecting roles, Abundant Life Ministries– Hope Housing, Inc. is charged with the coordination of on-site services and off-site supportive services, case management and benefits.

It shall take clinical leadership, for example, in setting tenant rules and related policies and procedures that govern occupancy behaviors. EHG will provide property management consultative expertise toward traditional issues such as noise, housekeeping, vehicle registration, pets et al, but ALM shall set resident policies on resident accountability and dispute resolution.

ALM ..... Case Management

ALM ---- On-Site and Off-Site Service Coordination

**TAB 10**

**SITE**

**CONTROL**

**AND PROJECT**

**READINESS**

## TAB 10

### SITE CONTROL AND PROJECT READINESS NARRATIVE

1. Implementation plan and development schedule
  - Permitting Sept 2024
  - 100% Funding committed October 2024
  - Construction closing Jan 2025
  - Construction completion February 2026
  - Lease up June 2026
2. Abundant Life Ministries- Hope House, Inc. is a Flagler County non-profit with administrative offices located within the City of Bunnell. Sandra Shank, CEO and founder is a resident and contributing member of the community who serves in various capacities within local government and community organizations. Her availability and willingness to meet with county representatives has and will continue. It is recommended to develop a monitoring and compliance meeting schedule in advance to ensure all parties are accountable to the process.
3. Through proper and timely communication ALM-HHI will ensure that representation is made available for pre-scheduled meetings throughout the term of the Agreement.
4. On-going communication with county representatives via e-mail, telephone, virtual or in-person meetings are and will continue to be a priority.
5. PROPERTY APPRAISAL- AmeriNat, Credit Underwriter for FHFC assigned to this project has ordered the appraisal. However, it is not yet available. The appraisal can be submitted upon receipt from the credit underwriter. This request was not made in the initial RFP released by Flagler County.

**ORDINANCE 2019-28**

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 7.12 ACRES IN SIZE ACRES LOCATED ADJACENT TO WEST HOWE STREET AND ELKIN STREET WITHIN THE BUNNELL CITY LIMITS AND DESCRIBED IN THIS ORDINANCE FROM CITY OF BUNNELL L-1, LIGHT INDUSTRIAL DISTRICT TO CITY OF BUNNELL R-3B, MULTIPLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Abundant Life Ministries-Hope House, Incorporated, is the owner of certain real property, which land totals approximately 7.12 acres in size, and is adjacent to an undeveloped portion of West Howe Street and Elkin Street, and are assigned Tax Parcel Identification Numbers 10-12-30-0850-02130-0030 and 10-12-30-0850-02680-0000 by the Property Appraiser of Flagler County; and

**WHEREAS**, Abundant Life Ministries-Hope House, Incorporated, has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell Multiple-Family Residential District (R-3B) zoning classification from the existing Light Industrial (L-1) District zoning classification; and

**WHEREAS**, the City's Community Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether it comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *Comprehensive Plan*; and

**WHEREAS**, on October 15, 2019 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the subject rezoning as set forth in this Ordinance; and

**WHEREAS**, professional City planning staff, the City's Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

**WHEREAS**, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:**

**Section 1. Legislative Findings and Intent.**

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (“Whereas” clauses) to this Ordinance.

(b) The subject property, which is approximately 7.12 acres in size and is located adjacent to the undeveloped portion of West Howe Street and Elkin Street, an undeveloped street.

(c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

**Section 2. Rezoning of Real Property/Implementing Actions.**

(a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 7.12 acres in size, shall be rezoned from the existing City of Bunnell Light Industrial (L-1) zoning classification to the City of Bunnell Multiple-Family Residential (R-3B) zoning classification:

**LEGAL DESCRIPTION:** TOWN OF BUNNELL BLOCK 268 LOTS 1-6 OR 966/1980

**TAX PARCEL IDENTIFICATION NUMBER:** 10-12-30-0850-02680-0000

**ADDRESS:** unaddressed parcel

**AND**

**LEGAL DESCRIPTION:** TOWN OF BUNNELL BLOCKS 213,214,215,222,223 (EXC LOTS 3,4,5,6,7,8 BLOCK 223) (& EXC THAT PART OF BLOCKS 213, 215, & 222 WEST OF DRAINAGE CANAL) OR 966 PG 1980

**TAX PARCEL IDENTIFICATION NUMBER:** 10-12-30-0850-02130-0030

**ADDRESS:** unaddressed parcel

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

**Section 3. Incorporation of Maps.**

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

**Section 4. Conflicts.**

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 6. Non-codification.**

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

**Section 7. Effective Date**

This Ordinance shall take effect immediately upon enactment.

First Reading: on this 12<sup>th</sup> day of November 2019.

Second/Final Reading: adopted on this 25<sup>th</sup> day of November 2019.

**CITY COMMISSION, City of Bunnell, Florida.**



By: Catherine D. Robinson  
Catherine D. Robinson, Mayor

Approved for form and content by:

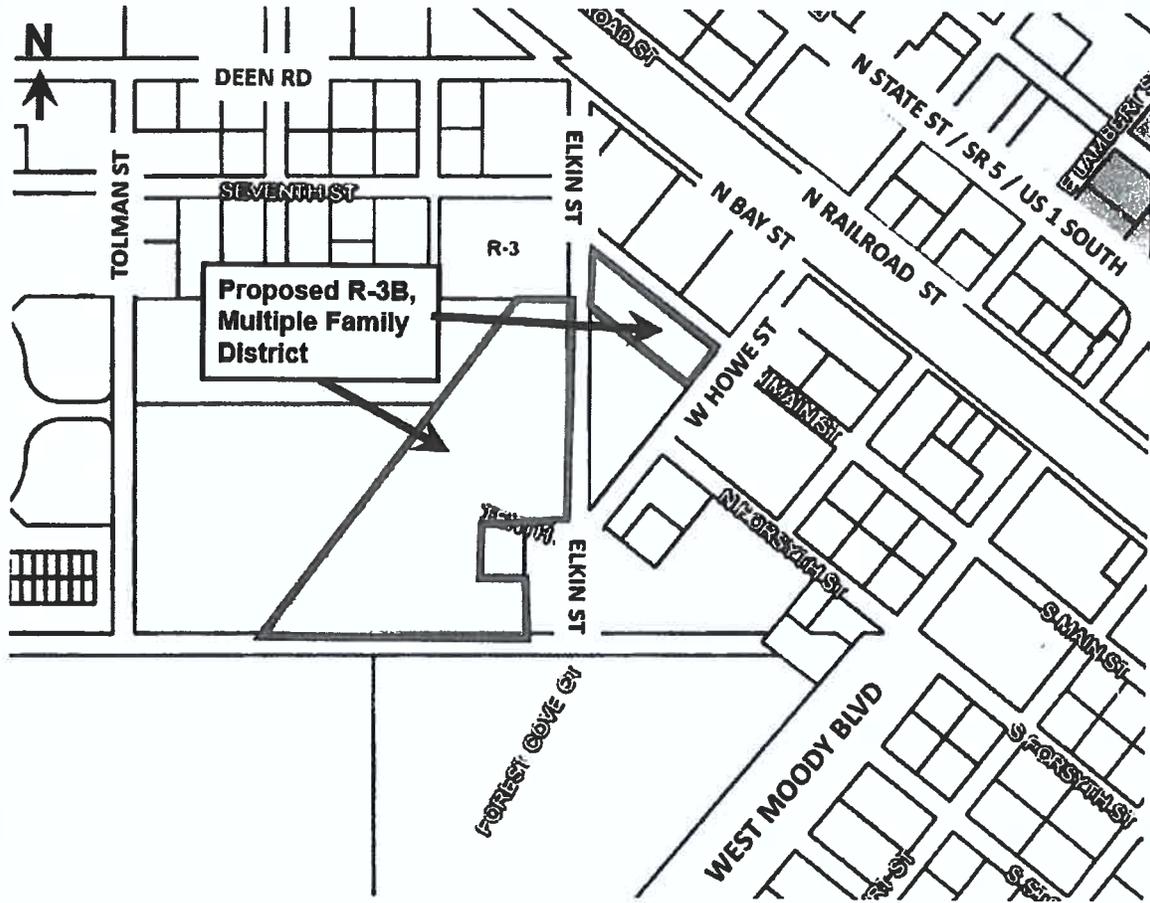
Wade Vose For  
Wade Vose, City Attorney

Attest: Kristen Bates  
Kristen Bates, City Clerk

Seal:

Exhibit "A"

Location Map



Return to:

D. Michael Clower, Esq.  
322 Silver Beach Avenue  
Daytona Beach, FL 32118

Prepared by:

D. Michael Clower, Esq.  
322 Silver Beach Avenue  
Daytona Beach, FL 32118

OFF REC 0966 PAGE 1980

### QUIT CLAIM DEED

THIS QUIT CLAIM DEED, Executed the 6 day of August, 2003, by UNIVERSAL ACTIVITIES, INC., a Florida corporation, first party, to ABUNDANT LIFE MINISTRIES-HOPE HOUSE INCORPORATED, a Florida non-profit corporation, whose post office address is 50 Berkshire Lane, Palm Coast, Florida 32137, second party.

\*(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, assigns of individuals and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH**, That the first party, for and in consideration of charitable and gratuitous purposes for the benefit of the non-profit, charitable activities and objectives of the party of the second part, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lots, pieces or parcel of land, situate, lying and being in the County of Flagler, State of Florida, to wit:

A. Lots 1, 2, 11 & 12, Block 205, Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 01230-0850-02050-0010.

B. Lots 3, 4, 5, 6, 7, 8, 9, & 10, Block 206, Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 1230-0850-02060-0030.

C. With the noted exceptions in this paragraph, All Lots in Blocks 213, 214, 215 (except that part or section previously deeded by first party to the City of Bunnell, Florida for a sewer or waste water processing facility), 222 (except that part or section previously deeded by first party to the City of Bunnell, Florida for a sewer or waste water processing facility) & 223 (except Lots 3, 4, 5, 6, 7 & 8), Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 01230-0850-02130-0030.

D. With the noted exception in this paragraph, All Lots in Block 249(except Lot 1), Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 01230-0850-02490-0020.

E. All Lots in Blocks 268 & 269, Section 15, TOWN OF BUNNELL, according to the Official Map or Plat thereof, records of Flagler County, Florida. Current Property Appraisers Parcel Identification No. 01230-0850--2680-0000.

TO HAVE AND TO HOLD, The same together with all singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Bonnie Tremblay  
Witness Signature

Bonnie Tremblay  
Printed Name

Beverly Vedral  
Witness Signature

BEVERLY VEDRAL  
Printed Name

*President of Universal Activities Inc.*  
Jimmie L. Townsend  
Grantor Signature

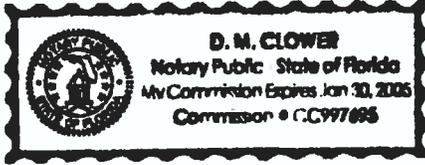
Jimmie L. Townsend, Pres.  
Printed Name

821 E. INTERNATIONAL Speedway  
Post Office Address  
DAYTONA BEACH, FLA

STATE OF FLORIDA)  
COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JIMMIE L. TOWNSEND, who verified under oath that he is the President and the duly authorized Officer and representative of the corporate entity of UNIVERSAL ACTIVITIES, INC., a Florida corporation, known to me to be the person described in and who executed the foregoing instrument with corporate authority on behalf of UNIVERSAL ACTIVITIES, INC., for the uses and purposes herein set forth. The Deponent is known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 6<sup>TH</sup> day of ~~July~~, 2003.  
August,



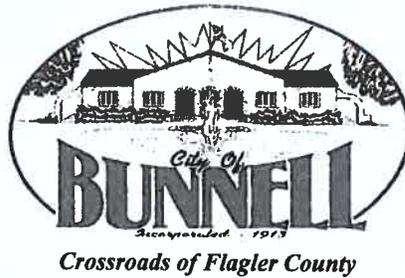
D. M. CLOWER  
Notary Signature

D. M. CLOWER  
Printed Name of Notary

**CATHERINE D. ROBINSON  
MAYOR**

**JOHN ROGERS  
VICE-MAYOR**

**DR. ALVIN B. JACKSON, JR.  
CITY MANAGER**



**COMMISSIONERS:**

**TONYA GORDON**

**TINA-MARIE SCHULTZ**

**PETE YOUNG**

June 17, 2024

**Kimberly A. Buck**  
The Alann Engineering Group, INC..  
880 Airport Rd., Suite 113  
Ormond Beach, FL 32174

Project: Phoenix Crossings

Dear Ms. Buck:

This letter serves to advise that the City of Bunnell Wastewater Treatment Plant has the available capacity of 9,128 Gallons Per Day to serve the proposed project.

The project must complete all permitting, submission of all required plans, proposed land usage, and agreements with respect to service arrangements for this development. No preparatory work towards providing service to this location will begin at this time. This availability letter is valid for 12 calendar months from date of issuance. Should 12 calendar months elapse with no construction this availability is no longer valid, and a new request must be submitted.

Please feel free to contact me with any questions or as soon as additional information becomes available on this project. We look forward to serving you.

Sincerely,

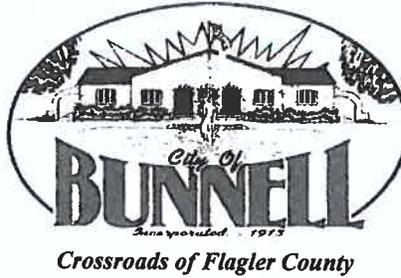
A handwritten signature in black ink, appearing to read "Dustin Vost". The signature is stylized with several loops and a long horizontal stroke.

Dustin Vost  
City of Bunnell Infrastructure Director  
dvost@bunnellcity.us

**CATHERINE D. ROBINSON  
MAYOR**

**JOHN ROGERS  
VICE-MAYOR**

**DR. ALVIN B. JACKSON, JR.  
CITY MANAGER**



**COMMISSIONERS:**

**TONYA GORDON**

**TINA-MARIE SCHULTZ**

**PETE YOUNG**

June 17, 2024

**Kimberly A. Buck**  
The Alann Engineering Group, INC..  
880 Airport Rd., Suite 113  
Ormond Beach, FL 32174

Project: Phoenix Crossings

Dear Ms. Buck:

This letter serves to advise that the availability of City utility potable water services is available to the proposed project, and the City has the capacity to service the potable water demand of 9,128 Gallons Per Day.

The project must complete all permitting, submission of all required plans, proposed land usage, and agreements with respect to service arrangements for this development. No preparatory work towards providing service to this location will begin at this time. This availability letter is valid for 12 calendar months from date of issuance. Should 12 calendar months elapse with no construction this availability is no longer valid, and a new request must be submitted.

Please feel free to contact me with any questions or as soon as additional information becomes available on this project. We look forward to serving you.

Sincerely,

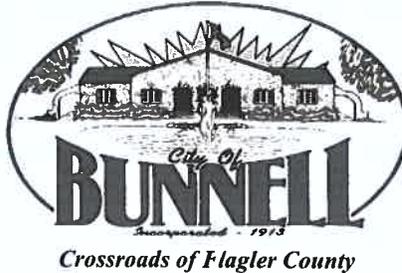
A handwritten signature in black ink, appearing to read "Dustin Vost", is written over a light blue circular stamp.

Dustin Vost  
City of Bunnell Infrastructure Director  
dvost@bunnellcity.us

CATHERINE D. ROBINSON  
MAYOR

JOHN ROGERS  
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.  
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

June 3, 2024

Kimberly A. Buck, P.E.  
Alann Engineering Group, Inc.  
880 Airport Rd, Ste 113  
Ormond Beach FL 32174

**RE: Phoenix Crossings  
Major Site Plan (MJSP 2023-15) and Special Exception (SE 2023-08)  
1<sup>st</sup> Submittal Completeness Review Determination**

Dear Ms. Buck,

As required by the City of Bunnell, Land Development Code, a Completeness Review of the application material submitted has been performed. As a result, the first submittal of the subject application has been deemed **COMPLETE**.

Your application has been distributed to the Technical Review Committee (TRC) for their reviews and consideration to recommend the application for approval, approval with conditions, or denial to the Planning, Zoning and Appeals Board (PZA). Please be advised, with your application being forwarded to the TRC reviewers, they may prompt additional comments.

Once the TRC reviewers sign off on your application, it will be scheduled for the next available Planning, Zoning and Appeals Board Meeting.

In closing if there are any questions, please feel free to contact me directly at (386) 263.8809 or by email at [acalderin@bunnellcity.us](mailto:acalderin@bunnellcity.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Adrian Calderin", with a long horizontal flourish extending to the right.

Adrian Calderin  
Community Development Coordinator  
Division of Planning & Zoning

ALANN ENGINEERING GROUP, INC.  
 CONSULTING ENGINEERS  
 880 AIRPORT ROAD SUITE 111  
 OSMOND BEACH, FL 32174  
 TEL: (386) 672-6663  
 FAX: (386) 672-3927



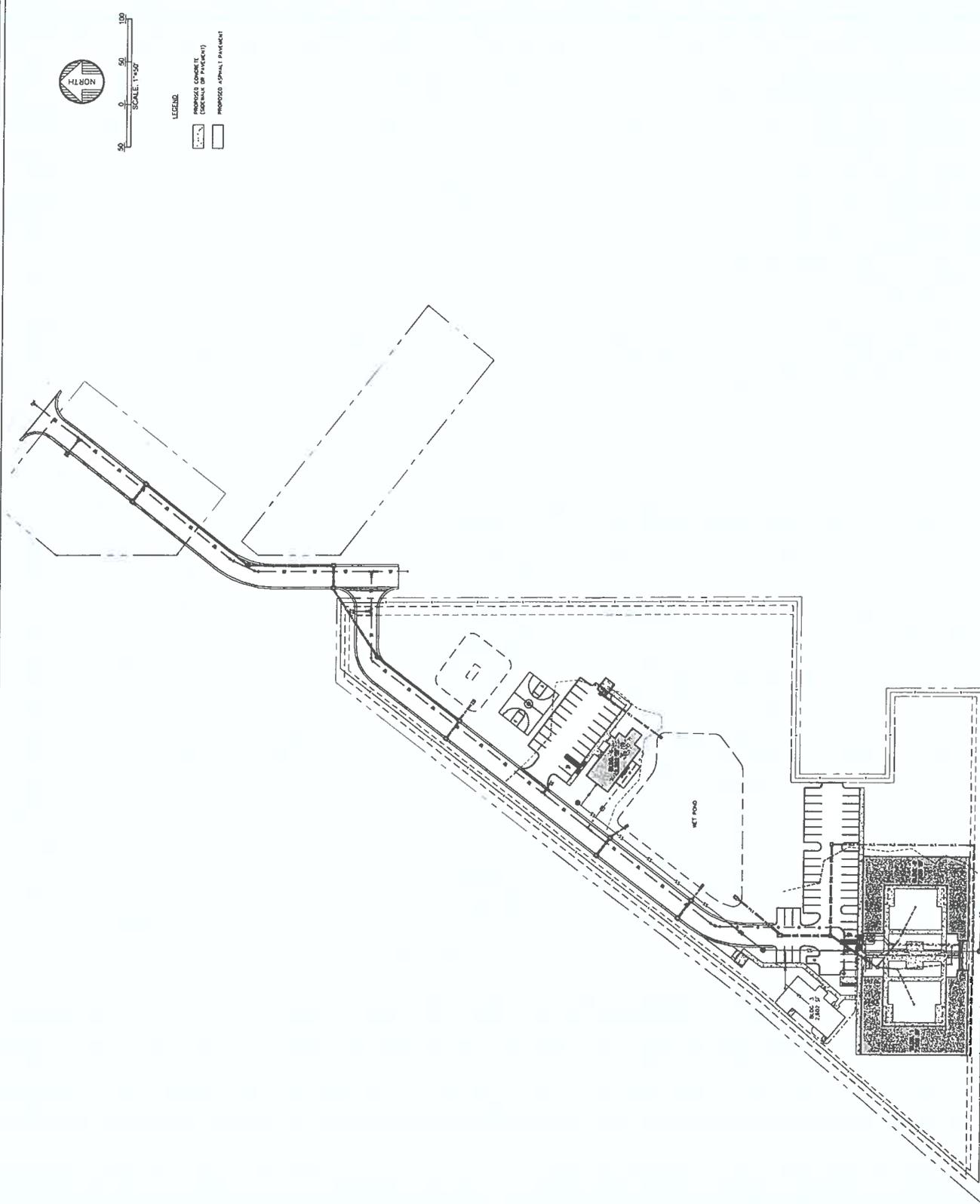
PHOENIX CROSSINGS  
 BUNNELL, FL  
 OVERALL SITE LAYOUT PLAN

NO.	DATE	REVISION

DESIGNER	DATE

SCALE	PROJECT

SHEET  
**C002**



SCALE: 1"=50'

LEGEND:  
 PROPOSED CONCRETE  
 (SOLID LINE)  
 PROPOSED ASPHALT PAVEMENT  
 (DASHED LINE)

Policy Number:	ALM-HHI013
Title:	<b>Risk Prevention</b>
Effective Date:	09/12/2019
Revisions:	03/13/2023

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## RISK PREVENTION POLICY

1. Purpose. Abundant Life Ministries-Hope House, Inc. seeks to utilize its resources and assets fully in achieving its mission. The prudent use of facilities and resources is required to protect the safety and wellbeing of all personnel—including staff, volunteers, and service recipients—while safeguarding the organization's financial assets.

Facility Design Abundant Life Ministries-Hope House, Inc. is committed to providing a safe environment for its clients and staff through the appropriate use of its premises whether owned, leased or borrowed. The organization strives to construct or modify each property to provide services most efficiently and effectively to our clients while meeting all required codes and regulations. Inspections Insert here as appropriate:

To maintain the quality of its facilities Abundant Life Ministries-Hope House, Inc. has adopted an inspections schedule and will respond quickly to any deficiencies identified during the inspections. or (ii) To ensure the safety of our operations, Abundant Life Ministries-Hope House, Inc. inspects its facilities on a regular basis to ensure compliance with regulations, accreditation standards, and our own principles.

### Preventive Maintenance

To protect its property, personnel and clients from harm, Abundant Life Ministries-Hope House, Inc. will take steps to ensure that the organization complies with manufacturer's recommended guidelines for maintenance and repair of equipment and premises, building codes and safety regulations of all jurisdictions applicable to our facility; and maintains a log of service, repair and replacement. or (ii) In order to avert accidents, injuries and property damage and be in position to establish that the organization has fulfilled its duty of care Abundant Life Ministries-Hope House, Inc. will maintain a maintenance schedule, checklists, service logs and repair follow-up sheets for each piece of equipment and for key areas on our premises.

### Risk Management Activities

As part of the quality/performance improvement process, the effectiveness of risk management activities is contingent upon collaboration and integration with the quality/performance

improvement activities, the risk manager will work with quality/performance improvement staff to coordinate activities between the two disciplines. This will enhance the identification and resolution of risk and quality issues.

### Employee Orientation and Training

Abundant Life Ministries-Hope House, Inc. agency shall provide initial orientation for all new employees during the first two (2) weeks of their employment. This orientation shall include job responsibilities, agency administrative procedures, confidentiality, Health Insurance Portability and Accountability Act (HIPAA), program goals, agency purpose and objectives, resources and services, identification of and reporting responsibilities in regard to youth abuse and neglect, and supervision of residents. ALM-HHI shall ensure that staff members working directly with youth receive at least 40 hours of training activities during each full year of employment. Activities related to supervision of the staff member's routine tasks shall not be considered training activities for the purposes of this requirement.

(a) All direct care staff shall receive a minimum of 21 hours of caregiver preparation training prior to unsupervised contact with youth. Topics shall include, but are not limited to:

1. Emergency and safety procedures;
2. Medication administration, including psychotropic medication as outlined in Rule 65C-35.014, F.A.C;
3. Communicable diseases;
4. Pool and water safety;
5. Reasonable and prudent parenting and normalcy for youth placed in a youth-caring agency;
6. Sexual orientation, gender identity, and gender expression;
7. Role of staff as a team member in the development of service and or treatment plans, as applicable;
8. Transition, separation and loss, and attachment of youth in foster care;
9. Behavior management techniques, including crisis management and passive physical restraint;
10. Trauma-informed care, including recognizing the signs, symptoms, and triggers of trauma; and for maternity homes, the impact of trauma on the parent-youth relationship;
11. Sexual abuse and interventions;

12. Human trafficking awareness;
13. The care of youth at various developmental levels;
14. Multiethnic Placement Act (MEPA) and Americans with Disabilities Act (ADA);
15. Prevention of placement disruptions;
16. Adverse Youthhood Experiences (ACE) and the impact of trauma and resiliency; and
17. Restorative practices to strengthen and respond to conflict.

(b) ALM-HHI shall document that training received by direct youth care staff in the first full year of employment includes the following areas:

1. Understanding of youth emotional needs and problems which affect and inhibit their growth;
2. Family relationships and the impact of separation;
3. Substance abuse: recognition and prevention;
4. The care of youth at various developmental levels;
5. Behavior management techniques, including crisis management and passive physical restraint;
6. Trauma-informed care, including recognizing the signs, symptoms, and triggers of trauma; and for maternity homes, the impact of trauma on the parent-youth relationship; and
7. Preserving cultural connections in youth.
8. Administrative procedures and overall program goals,
9. Emergency and safety procedures,
10. The screening, supervision and use of volunteers; and,
11. Sexual orientation, gender identity, and gender expression



Date of Original Lease: \_\_\_\_\_  
 Unit Identification Number: \_\_\_\_\_

**SAMPLE LEASE AGREEMENT**

THIS LEASE is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "LANDLORD") having its leasing office at 2693 Marianna Way, Unit 308, Immokalee, FL 34142, \_\_\_\_\_ (hereinafter referred to as "TENANT").

WITNESSETH: That the Landlord and the Tenant, in consideration of the mutual covenants here in set forth and otherwise referred to, to be kept and performed by both parties hereto, hereby agree that Landlord shall lease to Tenant:

\_\_\_\_\_  
 (Street Address)  
 Immokalee, FL 34142

Consisting of \_\_\_\_\_ Bedrooms, and \_\_\_\_\_ Parking Space(s) Numbered \_\_\_\_\_ and \_\_\_\_\_ (if applicable)

TO HAVE AND TO HOLD said premises for the term beginning \_\_\_\_\_, 20\_\_\_\_, and ending at Midnight \_\_\_\_\_, 20\_\_\_\_, at a rental of

\$\_\_\_\_\_ for the initial partial month, if any; and

\$\_\_\_\_\_  
 (Dollar Amount in Words)

that is (\$ \_\_\_\_\_) for each successive month.

This property to be leased for the exclusive use and occupancy of the Tenant and shall not be sublet. Unless terminated as provided herein this lease shall be automatically renewed for successive terms of one month each at said rental per month payable in advance, and due in accordance with the conditions described elsewhere herein, and will remain in effect unless adjusted in accordance with the provisions contained elsewhere herein. The leased premises include only the dwelling house or unit and do not include any adjacent yard or common area.

**ARTICLE I**  
**Household Members and Unauthorized Guests**

A. The occupancy of the house or unit is limited to single family residency and only the named Tenant and his/her household may reside therein. This lease is only to the person(s) signing this lease as an eligible Tenant and it does not transfer to household members if the Tenant leaves. "Household" shall mean the spouse and dependent children of the named Tenant, as well as, any other dependents as approved by the Landlord.

B. Members of the household to reside in the above-described premises and their relationship to the head of the household, age and Social Security number, if any, are:

Name	Relationship	Place of Birth	Birth date	Social Security No

C. When children or other persons listed on this lease as members of the household reach the age of 18 and become self-supporting or becomes emancipated by marriage or otherwise establish households of their own, then they can no longer reside in the house or unit and must seek accommodations elsewhere. (A child who reaches the age of 18 and is finishing his/her education and continues to be a full-time student may continue residency until he/she ceases to be a full-time student. This section also shall not apply to dependents that are unable to care for themselves due to physical or mental handicaps.) Should children or other persons listed on this Lease as members of the household reach the age of 18 and continue to reside in the house or unit, their incomes shall be included in the determination of household income. In addition, continued occupancy by persons who reach the age of 18 shall be subject to requirements for unit size and occupancy limits. If such emancipated dependents become engaged in domestic farm labor, then they may apply for residency at \_\_\_\_\_. However, if there is a waiting list, such emancipated dependents shall be required to seek accommodations elsewhere until a unit becomes available.

The determination of a single family or household is based upon common usage of the term, meaning a family unit consisting of spouses, children, and any other dependent relatives approved by the Landlord. Tenants may request other persons unrelated by birth or marriage be included in the definition of household; however, Tenant shall make such request by setting out in writing the nature of the single

family or household relationship. Landlord may request written proof of the same, including IRS returns claiming dependents or welfare or other applications establishing sources of support. Landlord retains the sole discretion to approve or disapprove such requests. Nothing in this section shall operate to reduce rights of surviving members of eligible Tenant households established in applicable government regulations. In the event applicable governmental entities promulgate definitive criteria as to the term "household" said regulations shall prevail over this section.

D. All overnight guests must be reported to Landlord. While Tenant is allowed overnight guests, a guest, who makes recurring visits or one continuous visit of 14 days in a 45-day period, is no longer considered a guest, but rather a prohibited, unauthorized resident. In addition, a person or persons who is not a listed member of the household and who in any way compensates Tenant for stay or use of the unit for any period shall not be considered a guest and instead shall be considered a prohibited, unauthorized subtenant. Such events may constitute a breach of various sections of this lease including limitation on residents, income criteria, eligibility criteria, single family or household criteria and unit size criteria. The intent of this section is to prevent Tenant from allowing others to live in a unit under the guise that the persons are merely guests. If Tenant feels that he/she has an unusual household situation he/she should make written request to the Landlord seeking advance authorization to allow an additional resident in the unit or house.

Should a person previously considered a guest be determined to no longer so qualify and should Landlord at its sole discretion agree to the addition of said person to the Tenant's household, the additional person must be added to the tenant certification and their income be included for rent and eligibility purposes.

E. Tenant further agrees to notify Landlord in instances of extended Tenant absence, specifically if Tenant shall be absent from the premises for thirty (30) days or more.

## **ARTICLE II**

### **Rent payments and Late Charges**

Timely payment of rent is an integral part of this Lease and all rent payments are due in advance. Rent is due and payable on the 1st day of each month and will be deemed past due and delinquent if not received on said date. The Landlord may accept partial payments paid in advance of said date as a convenience to tenants its sole discretion.

If rent remains past due and delinquent for nine (9) days or more from the date it is due, a charge of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) will be assessed. Notwithstanding the foregoing 9-day period before a late charge will be imposed, Landlord may elect earlier to terminate the lease for non-payment in accordance with notice provisions contained in Florida Statutes Chapter 83, and Federal Law.

The Landlord, however, may waive the late charge and grant an extension for late payment for a reasonable period if Tenant shows good cause and makes a written request for extension on or before the due date of the rent. Any such extension must be in writing and approved by Landlord or its designated Management Agent. Failure to request an extension on or before the due date is a waiver of the

opportunity to show good cause and request an extension. Any extension by the Landlord is not, and shall not be construed as, any waiver of any default for failure to pay rent beyond the extension granted or any other charge due under this Lease. The decision to extend time is within the sole discretion of the Landlord. Extensions shall apply only to the late payment due and does not change or modify the due date of any other payment.

**ARTICLE III**  
**Rental Assistance**

If tenant ever receives rental assistance from \_\_\_\_\_ with this lease, then Tenant's portion of the rent, as calculated under the rental assistance program, shall remain due and payable according to the preceding paragraphs. That a Tenant is eligible for or has applied for rental assistance does not excuse timely payment of rent. If rental assistance is pending or delayed after the Tenant has provided all information, verification and forms requested by Landlord, Tenant may request an extension to pay full rent in-excess of Tenant's share, in writing as provided under Article 11 hereof, to avoid a default and termination of Tenancy. Extension may only be granted for the periods specified, in writing, at the discretion of Landlord or its designated Management Agent upon showing of hardship and unusual delay. Any complaints concerning the Landlord's handling of rental assistance applications must be directed to the \_\_\_\_\_ Office.

Gross monthly tenant contributions shall not increase for the term of the Lease if rental assistance is terminated due to the actions attributable to the Landlord, if Federal subsidies paid to the Landlord on behalf of the Tenant are suspended or canceled, if loan prepayment is tendered or if the project is in liquidation, acceleration or foreclosure proceedings.

**ARTICLE IV**  
**Tenant Certification as to Rental Assistance**

The Tenant further certifies:

"I understand and agree that if I receive rental assistance, my gross monthly tenant contributions (as determined on the latest Form \_\_\_\_\_, which must be attached to the lease or placed in Tenant's File) for rent and utilities will be \$\_\_\_\_\_. If I pay any or all utilities directly (not including telephone or cable television), a utility allowance of \$\_\_\_\_\_ will be deducted from my gross monthly tenant contribution and my resulting net monthly contribution will be \$\_\_\_\_\_. If my net monthly contribution would be less than zero, the lessor will pay me \$\_\_\_\_\_.

"I also understand and agree that my monthly tenant contribution under this Lease may be raised or lowered based on changes in the household income, failure to submit information necessary to certify income, changes in the number and age of persons living in the household and on the escalation clause in this lease. Should I no longer receive rental assistance because of these changes, or the rental assistance agreement executed by the owner and \_\_\_\_\_ expires, I understand and agree that my

monthly tenant contribution may be adjusted during the remaining term of this lease, except that based on the escalation clause this lease, these rental rates may be changed by a \_\_\_\_\_ approved rent change.

X \_\_\_\_\_

**ARTICLE V  
Security Deposits**

A security deposit equal to the lesser of one-month market rent or \$\_\_\_\_\_ is required on each unit or house. Tenant hereby deposits a down payment of \$\_\_\_\_\_ and agrees to pay \$\_\_\_\_\_ each month along with the rent payment, until the full amount of the security deposit is paid in full. The Tenant may voluntarily elect to make a down payment of any amount; however, a minimum deposit of \$\_\_\_\_\_ is required by the Landlord.

Landlord will hold funds in a trust for the benefit of Tenant and will deposit them into \_\_\_\_\_ Tenant Escrow Deposit Account (a non-interest-bearing account) at \_\_\_\_\_. Tenant hereby acknowledges receipt of a copy of subsection 3 of Florida Statutes Chapter 83.49.

The security deposit is held by Landlord to guarantee payment, upon termination of lease by either party and upon premises being vacated by Tenant, for any needed repairs caused by neglect or abuse by Tenant, for cleaning of unit or appliance, if needed, or for payment of other legal claims under terms of the lease including rent due, attorney's fees or other charges. Upon final inspection of the unit or house, a specific accounting of any charges against Tenants security deposit will be furnished to the Tenant. Landlord may not deduct attorney's fees from security deposits if Tenant is the prevailing party in legal proceedings to which the attorneys' fee is applicable.

**ARTICLE VI  
Utilities**

Landlord shall pay for garbage and trash pickup which may be furnished by persons other than the Landlord. Notwithstanding this provision, Tenants may be charged for the removal of bulk trash in accordance with a posted schedule of charges.

Payment for public water and sewer utilities is the obligation of the Tenant. Such payments shall be paid to a public utility if permitted. If Landlord has established a sub-metering agreement with a third-party entity at rates and charges permitted under Florida law, Tenant understands and agrees failure to make timely payment for any sub-metered utilities or services shall result in the termination of said services.

Tenant shall be responsible for all other utilities and public services, including, but not limited to, heat, fuel, electricity, telephone and cable television, if available.

There shall not be any abatement of rent if services are stopped due to circumstances beyond Landlord's control

Failure to maintain the provision of utilities shall constitute an unsafe condition and is a breach of this lease agreement.

**ARTICLE VII**  
**Eligibility for Tenancy**

For persons to be eligible for tenancy they must meet all requirements of applicable Federal and other government entities: specifically, \_\_\_\_\_.  
Tenants must qualify as a " \_\_\_\_\_ "as defined by the \_\_\_\_\_ and may include the immediate families of same. In addition, Tenants at time of move-in must have household incomes less than or equal to \_\_\_\_\_ percent ( \_\_% ) or \_\_\_\_\_ percent ( \_\_% ) of the \_\_\_\_\_ County, Florida Adjusted Median Income (AMI), as defined in accordance with household size by the above governmental entities or, subject to government and management approval, have maximum incomes qualifying Tenants under a higher percentage AMI set-aside category, if available. Subsequently, tenant incomes may increase during tenancy to a maximum income less than or equal to \_\_\_\_\_ as defined by Federal regulations. In addition, an eligible

In certain instances, required occupational, demographic and income requirements promulgated by Florida Housing Finance Corporation pertain to initial occupancy only and changed household circumstances are authorized during continued occupancy and re-certification. Changes in household circumstances, however, are authorized only in those limited circumstances where such changes pose no conflict with the regulations or requirements of \_\_\_\_\_ or other governmental entities. In all circumstances and notwithstanding any conflicting language herein, eligibility for initial or continued tenancy is subject to the most restrictive requirements of any governmental entity with project jurisdiction.

If Tenant fails to notify Landlord when Tenant is no longer eligible for tenancy and fails to vacate the house or unit within the time frame set forth above, then Tenant will be required to pay full approved maximum rent for the house or unit thereafter and specifically agrees to do so. Tenant understands that the project is subsidized for the benefit of \_\_\_\_\_ only and continued occupancy after Tenant is no longer eligible does not give Tenant the right to continue subsidized rental rates.

If a Tenant who has ceased to be eligible thereafter becomes eligible for occupancy, such Tenant must reapply and will be placed on an appropriate waiting list. If Tenant fails to vacate the house or unit when required, the fact that Tenant is still in possession will not operate to allow Tenant to move ahead of other farm laborers on Landlord's waiting list. The fact that other members of Tenant's family may become eligible farm laborers will not qualify Tenant for continued occupancy.

To assist Landlord in its obligations to certify that its tenants are eligible, Tenant is required to furnish the certain information upon initial application and shall be required to update the same

periodically upon 30 days written request, but not less than annually. Such information is set forth in ARTICLE IX, Redetermination of Eligibility for Tenancy.

**ARTICLE VIII**  
**Tenant Certification as to Eligibility for Tenancy**

Under penalty of perjury, Tenant hereby certifies as follows:

A. "I further understand that if my household income exceeds \_\_\_\_\_ income standards as defined by the Federal, state or local government, I will be required to move and shall promptly vacate my dwelling within thirty (30) days of being notified by the Landlord.

B. "I also agree to promptly notify the Landlord within thirty (30) days of the following changes in my tenancy: in circumstances where projected household income increases \$\_\_\_\_\_ or more per month; in instances in which there is a change in the citizenship status of the Tenant; and/or on an increase or decrease in the number of persons in my household.

X\_\_\_\_\_

**ARTICLE IX**  
**Redetermination of Eligibility for Tenancy**

At the beginning of each calendar year or at other times upon request of Landlord, Tenant's eligibility for tenancy must be re-determined. Tenant, upon written notice of Landlord, which notice shall meet the requirements of applicable government entities, agrees to furnish within thirty (30) days:

- 1) Household composition including names, date of birth, relation to Tenant, Social Security and/or \_\_\_\_\_ information, if a Federal requirement.
- 2) Complete and accurate information as to source and amount of income and benefits received by each household member during the past twelve (12) months.
- 3) The place or places of employment and the names of all employers of each household member for the preceding twelve (12) months.
- 4) Certification that household members presently dwelling in unit are the same as listed above.
- 5) Certification by Tenant as to his status as domestic farm laborer.
- 6) Forms of verification of employment and income.

Under penalty of perjury, Tenant hereby certifies as follows:

A. "I understand that should I receive occupancy benefits to which I am not entitled due to my/our failure to provide information or due to incorrect information provided by me or on my behalf by others, or for any other household member, I may be required to make restitution and I agree to repay any amount of benefits to which I was not entitled.

B. "I understand that income certification is a requirement of occupancy and I agree to provide any certifications and income verifications required by the owner to permit determination of eligibility and, when applicable, the monthly tenants contribution to be charged.

X\_\_\_\_\_

**ARTICLE X**  
**Rental Increase**

The rent stated above is based upon rates currently approved by the applicable Federal, State and Local government entities for each size unit and is subject to increases as may be approved by said entities. A schedule of such rates is posted in the administrative office and in other public locations. Tenants shall be given not less than sixty (60) days notice of any proposed rent increase including a twenty (20) day comment period. In event of an increase approved by the applicable governmental entities, Tenant will be given all notices required by said entities but in no event less than fifteen (15) days prior to the end of the month the increase is to commence. If Tenant is required to move to a different size unit, Tenant shall pay

rent according to approved rates for such unit. Tenant shall be required to execute addenda or other documents necessary to evidence a rental increase or change of unit. However, continued occupancy after the effective date of a rental increase shall constitute Tenant's agreement to pay the same. If applicable governmental regulations require more than fifteen (15) days notice, Landlord shall comply with said regulations.

**ARTICLE XI**  
**Landlord's Covenants and Repair Obligations as between Landlord and Tenant**

Landlord agrees:

- 1) To maintain the premises in a decent, safe, and sanitary condition.
- 2) To comply with requirements of applicable building codes, housing codes, and regulations of the applicable government entities, materially affecting health and safety.
- 3) To maintain in good and safe working order and condition, the electrical, plumbing, sanitary, ventilating and other facilities required to be supplied by the Landlord.
- 4) To provide and maintain in common areas appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant household) for the deposit of garbage, rubbish and other waste.

Tenant agrees to promptly report to the Leasing Office the need for any repairs to unit, fixtures or appliances. Landlord will make no charge to Tenant for repairs due to normal wear and tear. Landlord has no obligation to make repairs for damage caused by Tenant or guests beyond normal wear. However, if Landlord so elects to make such repairs, then Landlord will charge Tenant, and Tenant shall be responsible for Landlord's costs incurred for repairs due to abuse, breakage, or misuse by Tenant. Tenant's household, guests or visitors, and such charges will be due and payable along with rent on the next rent payment due date or at vacating the premises whichever occurs first. Landlord shall accept rent without regard to any other charges owed by Tenant to management, as is required by applicable government entities. However, late payments or other financial obligations and charges may constitute a basis for non-renewal of this lease as set forth in Articles below.

**ARTICLE XII**  
**Unit Size and Handicap Features**

The table below or an approved Management Plan, if any, available at the Leasing Office sets the minimum and maximum number of persons who may occupy each size unit. Unit assignments that do not meet these guidelines because of unit availability and/or exceptions granted herein are temporary until a proper size unit becomes available.

Tenant will comply with the following number of authorized occupants in the unit:

### Occupants

No. of Bedrooms	Minimum	Maximum
1	1	2
2	2	4
3	3	6

Exceptions to these numbers are at the sole discretion of the Landlord and shall be limited to circumstances that include accommodating households with temporary or permanent disability or illness; the anticipated birth of a child, adoption or similar pending change in household composition; instances of domestic violence; or homeless tenants or tenants residing in unsafe structures prior to move-in.

If upon original occupancy of this dwelling unit, Tenant could occupy an apartment of ineligible size or Tenant's household composition changes, Tenant agrees to move to the correct size unit within ten (10) days after notice from Landlord. Tenant understands that Tenant shall bear all costs arising from such move. In the event Tenant refuses to transfer to the appropriate size unit, the Tenant is in breach of this lease and subject to eviction.

For handicapped-accessible units occupied by those not needing its special features, tenancy shall also be deemed temporary. If an eligible applicant with disabilities requires the unit, the Landlord shall provide such Tenant temporarily occupying an accessible unit not less than thirty (30) days notification to move to another unit. Moving costs shall be incurred by the Tenant.

### **ARTICLE XIII Unit Inspection**

Landlord and Tenant or his representative shall inspect the premises prior to commencement of occupancy by Tenant. Landlord will furnish Tenant with a written statement of the condition of the house or unit and the equipment provided. This statement shall be signed by the Landlord and Tenant, and a copy of the statement shall be retained by Landlord. The Tenant has the right to amend the inspection statement within five (5) days after making inspection, if defects are discovered which were not found in the original inspection and which were not caused by Tenant. The Tenant's refusal to sign this statement in no event relieves the Tenant from responsibility for damages to the premises upon the expiration of the lease.

Within fifteen (15) days of the time the Tenant vacates, Landlord shall inspect the unit and furnish Tenant a written statement of charges to be made, if any, for which Tenant is responsible unless Tenant has abandoned the property and his whereabouts, are unknown and has failed to give Landlord a forwarding address. Tenant and/or his representative may join in such inspection unless Tenant vacates without notice to Landlord and his whereabouts cannot be ascertained after reasonable inquiry. Such statement of charges shall be signed by both Landlord and Tenant. However, Tenant's refusal to sign this statement shall not relieve Tenant from responsibility or damage to the premises or charges against his

security deposit.

Tenant agrees that upon reasonable advance notification, the Landlord will be permitted to enter Tenant's dwelling unit for performing routine inspections and maintenance, for making improvements, repairs, or to show the premises for re-leasing, during reasonable times (office hours).

A written statement specifying the purpose of the Landlords entry delivered to the premises at least three (3) days before such entry shall be considered reasonable advance notification. The Landlord shall conduct housekeeping inspections not more than once per month and not less than semi-annually unless a Tenant has failed a prior inspection.

No written notice will be required for entry for maintenance requested by Tenant. Further, Landlord shall have the right to enter Tenant's dwelling without prior notice to Tenant if Landlord reasonably believes that an emergency exists which requires entrance or that the Tenant has abandoned the unit. In the event of any emergency or concern over abandonment, if Tenant and all adult members of his household are absent from the premises at the time of entry Landlord shall leave on the premises a written statement specifying the date, time and purposes of entry prior to leaving the premises.

**ARTICLE XIV**  
**Vehicles**

Parking of vehicles by Tenant or guests shall only be in assigned parking spaces or approved parking areas, which areas are posted in the Landlord's office. If Tenant is assigned a parking space, Tenant and any family members, visitors or guests shall only use that space and shall not use the parking space of any other Tenant. Tenants or their guests shall not park on any sidewalk, yard or common areas at any time. Tenant is responsible for Tenant's guests. Tenant shall be allowed only \_\_\_\_\_ vehicle(s) on the premises. Each vehicle used by a Tenant shall be registered with the Landlord and shall display a proper parking decal. Failure to display decal will result in vehicle being towed by Landlord at Tenant's expense or denied entry to the premises. Overnight guests of any Tenant must obtain a guest parking permit from the Landlord. It shall be Tenant's duty to inquire as to assigned parking spaces or approved parking areas.

**ARTICLE XV**  
**Pets**

No pets or animals are allowed except in those instances where the tenant or household is handicapped or disabled and requires a companion animal, seeing eye or hearing ear dog. In such instances, pets must be neutered or spayed and registered with the Landlord. Landlord is authorized to remove all unauthorized pets or registered pets whose conduct or condition is duly determined to constitute a nuisance or threat to health and safety of other tenants or persons in surrounding community.

**ARTICLE XVI**  
**Tenant Charges Other Than Rent, Security Deposits and Repair**

Landlord is hereby authorized to establish and demand Tenant charges for actions detrimental to the rental community and its operations. Tenant charges may include, but are not limited to, improper parking on premises, improper disposal of trash, refuse or hazardous chemicals on premises et al. Said Tenant charges will be posted conspicuously in the Leasing Office and violation thereof shall constitute a material violation of this Lease. Such charges may be modified from time to time by the Landlord.

All Tenant charges, excluding rent, security deposit payments and repair charges, are due and payable on the first day of the next month following the month in which the charge is incurred unless otherwise specified herein. Landlord shall accept Tenant payment for Rent regardless of other charges that Tenant owes and agrees to seek legal remedy for collecting other charges accrued by Tenant.

**ARTICLE XVII**  
**Further Conditions of Tenant's Occupancy**

Tenant's conditions of occupancy include observance of all covenants contained in this lease as further Conditions of occupancy, Tenant agrees:

- 1) Not to assign, sublet or transfer possession of the unit.
- 2) Not to use or permit the use of the dwelling unit for any other purpose than as a private dwelling unit solely for those listed in Article I of this lease.
- 3) To abide by such rules and regulations as may be promulgated by Landlord. Said regulations will be posted conspicuously in the Leasing Office and violation thereof shall constitute a material violation of this Lease. A copy of the rules in effect at time of signing this Lease is attached. Such rules may be amended in the future with approval of applicable government entities. Said amendments shall likewise amend this Lease. In event of a conflict between the rules and this lease, the later shall prevail.
- 4) To comply with all obligations imposed upon Tenant by applicable provisions of state and local building and housing codes.
- 5) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition in accordance with Landlords regulations. Tenant cannot store or keep goods in any place other than the interior of his house or unit.
- 6) To dispose of all garbage, rubbish and other waste from the premises and adjacent lot or yard in a sanitary and safe manner and only in containers authorized by city and/or county regulations.
- 7) To use in a reasonable manner all electrical, plumbing, sanitary, ventilating, air conditioning, and other facilities and appliances.
- 8) To refrain from, and to cause his/her household, guests and visitors to refrain from, destroying, defacing, damaging or removing any part of the premises or common areas.

- 9) To conduct himself, and cause other persons who are on the premises with his consent to conduct themselves, in a manner which will not cause serious or repeated interference with his neighbors' peaceful enjoyment of their accommodations and which will be conducive to maintain the common areas in a decent, safe, and sanitary condition.
- 10) To refrain from illegal and other activity which impairs the physical or social environment of the rental community,
- 11) To promptly notify Landlord of known need for repairs to dwelling unit, and of known unsafe conditions in the common areas and grounds of the rental community which may lead to damage or injury.
- 12) Not to make any repairs or alterations to the dwelling, nor to install any major appliances, including but not limited to, exterior grounds, air conditioners, dryers and television aerials without the prior written consent of the Landlord.
- 13) To give the Landlord the names and addresses of any persons causing or witnessing any damage to the unit, common areas, facilities, or property throughout the rental community.
- 14) Not to allow wrecked, junked, inoperative or partially dismantled motor vehicles, trailers, boats, machinery, refrigerators, washing machines, plumbing fixtures, furniture and other similar articles to be stored or kept temporarily or permanently upon the premises leased to Tenant or upon any other area within the particular Center. Landlord has right to remove any such items from common areas, without notice to Tenant and the same shall be considered abandoned junk.
- 15) To exercise parental control over minor children and other household members including, but not limited to, ensuring regular school attendance of school-age children, adherence to Main Street Village curfews et al.

#### **ARTICLE XVIII Grievance Procedure**

Tenant grievances or appeals from management decisions shall be processed and resolved pursuant to the requirements of \_\_\_\_\_. The grievance procedure of the Landlord in effect at the time such grievances arise is posted in the Leasing Office and incorporated herein for reference. That Tenant has a grievance shall not excuse timely payment of rent, other charges, or compliance with this lease. Such grievance procedure is not applicable to rent changes authorized by applicable government entities, discrimination complaints, rule changes authorized by applicable government entities, notification of termination of tenancy, termination of tenancy, eviction by judicial action, and disputes between tenants.

The term "rent changes" includes rental increases. Any Tenant complaints concerning rental increases will be handled according to the procedures of other applicable government entities. If Landlord has implemented an unauthorized rental change, any excess rent paid will be rebated or credited retroactive to the date of the unauthorized change in accordance with applicable government regulations.

**ARTICLE XIX**  
**Legal Notices**

Any required notice will be sufficient if delivered in writing to Tenant by prepaid 1<sup>st</sup> class U.S. Mail properly addressed, personally or to an adult member of the household residing in the dwelling unit or, if neither is at home, by posting the premises B except that notice of termination must be sent by 1<sup>st</sup> class U.S. Mail and a copy served on an adult person answering the leased premises door and, if no adult person answers the do, by posting on the door said notice.

Notice to Landlord must be in writing and delivered to Landlord or to its designated Management Agent or other designee at the Leasing Office set forth on Page 1 (or sent by prepaid 1<sup>st</sup> class U.S. Mail properly addressed to \_\_\_\_\_).

**ARTICLE XX**  
**Printed Notice**

Schedules of special charges for services repairs and utilities and rules and regulation shall be publicly posted in a conspicuous manner in the Leasing Office and shall be furnished to Tenant on request. Such schedules rules and regulations may be modified from time to time by Landlord.

**ARTICLE XXI**  
**Modification of Lease**

Landlord may modify the terms and conditions of this lease by serving such notice as is required by applicable government regulations but in no event Less than fifteen (15) days before the end of any rental period. Continued occupancy after notification of modification constitutes Tenants agreement to the same. This lease shall remain in full force and effect should these premises be sold and/or transferred or during acceleration and foreclosure proceedings.

**ARTICLE XXII**  
**Termination or Non-Renewal**

This lease may be terminated or non-renewed as follows:

(A) Termination by Tenant -- Tenant may terminate this Lease at any time by giving at least thirty (30) days written notice to the Landlord prior to vacating the house or unit. Tenant shall continue to be liable for rent following notice and prior to vacating the premises.

(B) Termination by Landlord for non-payment of Rent -- The Landlord may Terminate this Lease for failure to pay rent by giving such notice as is required by state law. Florida Statute 83.56 allows termination if the default continues for three (3) days after written demand, excluding Saturdays, Sundays

and legal holidays. Such demand may be made immediately upon default.

(C) Termination by Landlord for Tenant's Breach (other than payment of rent) Landlord may terminate this lease due to any Tenant's breach of this lease (other than the failure to pay rent) by giving such notice as is required by state law. Florida Statute 83.56 provides for fifteen (15) days notice after such default prior to termination, with or without an opportunity to cure, depending upon the circumstances.

Tenant shall not be given an opportunity to cure defaults which are gross or repeated substantial violations of this Lease, violations of state or local law, destruction damage or misuse of Landlord's or other tenant's properties by intentional acts or continued or unreasonable disturbances, and/or failure to meet the eligibility requirement.

(D) Non-Renewal by Landlord for Other Good Cause -- Landlord may refuse to renew this lease for any other good cause by giving fifteen (15) days notice prior to the end of any monthly term. Other good cause may include, but need not be limited to, repeated late payment of rent or other financial obligations or repeated minor violations of this lease which are cured after notice.

(E) The Tenant shall be notified of his/her right to appeal the proposed action according to applicable government regulations when required by said regulation.

#### **ARTICLE XXIII Destruction of Premises**

If premises are totally damaged or destroyed to become untenable, then rent will be abated until the premises are repaired or replaced. Such repairs shall be made within thirty (30) days. Alternatively, either Landlord or Tenant has option to terminate this lease upon written notice, in which case neither party shall have any further liability toward the other. In event of Landlord's failure to repair within thirty (30) days, this lease will be deemed terminated. If the premises are rebuilt or repaired later, the tenant occupying the home at the time of destruction or damage shall be given a reasonable opportunity to re-lease the same within sixty (60) days of issuance of a certificate of occupancy.

#### **ARTICLE XXIV Personal Property**

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY. Prior to surrender or abandonment in accordance with Florida Statutes, tenancy remains in place if Tenant's personal property remains on the premise. Tenant is responsible for rent and other charges that accrue because of continued tenancy.

#### **ARTICLE XXV**

## **Radon Gas**

Radon is a naturally occurring radioactive gas that, when it has accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

## **ARTICLE XXVI Federal Requirements**

Everglades Village is subject to the following Federal requirements: Title VI of the Civil Rights Act of 1964; Title VIII of the Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975 and the Americans with Disabilities Act.

Everglades Village is financed in whole or in part by \_\_\_\_\_. Tenant agrees, to verify any and all information provided by the Tenant as part of Tenant's application, certification or re-certification.

Tenant shall be required to make restitution in accordance with govern ent regulations if a Tenant and his/her household receive benefits to which the household is not entitled. Further, the submission of false information may result in legal action by the United States of America.

## **ARTICLE XXVII Drug Free Premises and Domestic Violence**

It is understood that the use, possession, manufacture, sale or distribution of an illegal controlled substance (as defined by Federal, State or local law) while in or on any part of this project, apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations (hereinafter called "*drug violation[s]*") may be evidenced upon the admission to or conviction of a drug violation.

It is further understood that domestic violence will not be tolerated, and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household members may remain in the unit with eligibility requirements.

The Landlord may require any Tenant or other adult member of the Tenant household occupying the premises (or other adult or non-adult person outside the Tenant household who is using the unit) who commits a drug violation or domestic violence to vacate the unit permanently, within time frames set by the Landlord, and not thereafter enter upon the Landlord's premises or the Tenant or Lessee's unit without the Landlord's prior consent as a condition for continued occupancy by members of the Tenant household. The Landlord may deny consent for entry unless the person agrees not to commit a drug violation or domestic violence in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or has completed a counseling or recovery program.

The Landlord may require any lessee to show evidence that any non-adult member of the Tenant household occupying the unit, who committed a drug violation or domestic violence, agrees to not commit a drug violation or domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, completed a counseling or recovery program within time frames specified by the Landlord as a condition for continued occupancy in the unit. Should a further drug violation or domestic violence be committed by any non-adult person occupying the unit, the Landlord may require the person to be severed from tenancy as a condition for continued occupancy by the Tenant.

If a person vacating the unit, as a result of the above policies, is a Tenant or Co-Tenant, the person shall be severed from the tenancy and the lease shall continue among any other remaining Tenant and the Landlord. The Landlord may, at the option of the Landlord, permit another adult member of the household to be a Tenant.

Should any of the above provisions governing a drug violation be found to violate any of the laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of Tenants afforded by law.

**ARTICLE XXVIII**  
**Non-English-Speaking Individuals**

Tenant certifies that (Initial) \_\_\_\_\_ he understands the written English language used in this Lease and that he has not requested a Spanish/Creole (circle one) translation of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease this day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Authorized Management Agent

TENANT:  
By: \_\_\_\_\_

By: \_\_\_\_\_

**TAB 11**

**FUND**

**REQUEST**



# MARMER

## UPDATED BUDGET SCHEDULE OF VALUES

Phoenix Crossing - Bunnell, FL

<b>Estimator:</b>	Jeremy Gude	<b>Total SF:</b>	28,144
<b>Date:</b>	5/28/2024	<b>Total Units:</b>	28
<b>Div:</b>	<b>Trade Description:</b>	<b>Cost Per Unit:</b>	<b>Grand Total</b>
<b>10000</b>	<b>General Conditions</b>	<b>Total General Conditions</b>	
			<b>\$451,830</b>
<b>20000</b>	<b>Existing Conditions</b>		
	Building Demolition	\$-	\$-
<b>30000</b>	<b>Concrete</b>	<b>Total Concrete</b>	
			<b>\$322,767</b>
	Concrete	\$8,795	\$246,260
	Termite Treatment	\$60	\$1,689
	Gypcrete/Breezeway Concrete	\$2,672	\$74,818
<b>40000</b>	<b>Masonry</b>	<b>Total Masonry</b>	
			<b>\$471,412</b>
	Masonry	\$16,836	\$471,412
<b>50000</b>	<b>Metals</b>	<b>Total Metals</b>	
			<b>\$111,356</b>
	Stairs	\$2,370	\$66,356
	Railings & Juliet Balcony Railings	\$1,607	\$45,000
<b>60000</b>	<b>Woods &amp; Plastic</b>	<b>Total Woods &amp; Plastic</b>	
			<b>\$955,219</b>
	Carpentry	\$16,585	\$464,376
	Trusses	\$5,880	\$164,643
	Cabinets & Plastic Laminated Tops	\$5,500	\$154,000
	Interior Trim/Doors	\$6,150	\$172,200
<b>70000</b>	<b>Thermal Protection</b>	<b>Total Thermal Protection</b>	
			<b>\$178,715</b>
	Insulation	\$2,513	\$70,360
	Roofing	\$3,015	\$84,432
	Caulking/Waterproofing	\$854	\$23,923
<b>80000</b>	<b>Doors &amp; Windows</b>	<b>Total Doors &amp; Windows</b>	
			<b>\$225,400</b>
	Unit Entry Doors	\$1,300	\$36,400
	Door Hardware	\$750	\$21,000
	Windows	\$4,143	\$116,000
	Sliding Glass Doors	\$1,857	\$52,000
<b>90000</b>	<b>Finishes</b>	<b>Total Finishes</b>	
			<b>\$749,153</b>
	Stucco	\$7,589	\$212,488
	Drywall	\$9,298	\$260,332
	Flooring	\$5,400	\$151,200
	Paint	\$3,719	\$104,133
	Final Clean	\$750	\$21,000
<b>100000</b>	<b>Specialties</b>	<b>Total Specialties</b>	
			<b>\$52,276</b>
	Bathroom Accessories	\$750	\$21,000
	Closet Shelving	\$360	\$10,080
	Fire Ext	\$242	\$6,776
	Mail Boxes	\$315	\$8,820
	Building Signage	\$200	\$5,600
<b>110000</b>	<b>Equipment</b>	<b>Total Equipment</b>	
			<b>\$93,900</b>
	Appliances	\$2,550	\$71,400
	Equipment	\$804	\$22,500
<b>120000</b>	<b>Furnishings</b>	<b>Total Furnishings</b>	
			<b>\$10,500</b>
	Window Treatments	\$375	\$10,500
<b>130000</b>	<b>Special Construction</b>	<b>Total Special Construction</b>	
			<b>\$392,500</b>
	Community Center Building	\$11,339	\$317,500
	Building Entry Feature	\$2,679	\$75,000



# MARMER

## UPDATED BUDGET SCHEDULE OF VALUES

Phoenix Crossing - Bunnell, FL

140000	Conveying Systems	<b>Total Conveying Systems</b>		<b>\$-</b>
210000	Fire Protection	<b>Total Fire Protection</b>		<b>\$49,252</b>
	Fire Protection	\$1,759	\$49,252	
220000	Plumbing	<b>Total Plumbing</b>		<b>\$532,000</b>
	Plumbing	\$19,000	\$532,000	
230000	HVAC	<b>Total HVAC</b>		<b>\$296,800</b>
	HVAC	\$10,600	\$296,800	
260000	Electrical	<b>Total Electrical</b>		<b>\$513,448</b>
	Electric	\$15,328	\$429,196	
	Fire Alarm	\$1,759	\$49,252	
	Site Lighting	\$1,250	\$35,000	
310000	Earthwork	<b>Total Earthwork</b>		<b>\$855,288</b>
	Overexcavation - Building	\$9,172	\$256,820	
	Overexcavation - Asphalt	\$3,109	\$87,060	
	Overexcavation - Sanitary Tie-in	\$464	\$13,000	
	Earthwork	\$17,800	\$498,408	
320000	Exterior Improvements	<b>Total Exterior Improvements</b>		<b>\$776,743</b>
	Paving	\$10,090	\$282,507	
	Geogrid at Paving Areas	\$2,397	\$67,115	
	Site Concrete/Sidewalks	\$4,057	\$113,596	
	Landscape & Irrigation	\$6,786	\$190,000	
	Dumpster Enclosure	\$893	\$25,000	
	Fencing	\$3,331	\$93,275	
	Site Furnishings	\$188	\$5,250	
330000	Utilities	<b>Total Utilities</b>		<b>\$643,780</b>
	Storm Water	\$9,775	\$273,710	
	Sanitary	\$5,696	\$159,500	
	Water/Fire	\$7,520	\$210,570	
	Hard Cost Contingency	<b>Total Contingency</b>		<b>\$300,000</b>
<b>TOTAL HARD COST</b>		<b>\$ 258,232</b>		<b>\$ 7,530,508</b>
	Liability Insurance	\$1,479		\$ 41,417
	Overhead	\$5,379		\$ 150,610
	Profit	\$16,137		\$ 451,830
<b>TOTAL BUILDING COST</b>		<b>\$ 308,078</b>		<b>\$ 8,626,195</b>
	P & P Bond	\$3,081		\$ 86,261
<b>GRAND TOTAL</b>		<b>\$ 311,159</b>		<b>\$ 8,712,456</b>

**FUND REQUEST FORM**  
RFP #24-043P

Project's Total Number of Units	28
Number of units you are requesting to be funded by SHIP (maximum of four)	4
Number of units you are requesting additional ARPA funding? (maximum of four)	4
Total of funds requested, per unit, as funded by SHIP? (Maximum of \$82,500)	\$330,000.00
Total amount requested for project:	\$500,000.00

**END EXHIBIT 2**

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

**SUBJECT:** Ratification of Multiple Cooperative Contracts.

**DATE OF MEETING:** November 18, 2024

**RECOMMENDATIONS:** The contracts below are being brought to the board to better align with our financial software and support the transparency initiative. Additionally, these cooperative purchases (also known as “piggybacks”) have the likelihood of exceeding \$100,000, which is above the County Administrator’s approval authority, and they may be utilized over multiple years. Staff is seeking ratification of the cooperative contracts listed below. A cooperative purchase means the County is relying on the procurement procedures of another public entity who has already procured the goods or services needed by the County. Through the piggybacking process, the County can use the pricing negotiated by other public entities through their competitive procurement procedures. Using these cooperative contracts reduces the administrative burden of purchasing, expedites the purchasing process, and can achieve price-saving advantages from purchasing off a contract created by an agency with greater purchasing power. In each case, the other public entity’s contract is made an exhibit to the County’s contract which has Flagler-specific terms.

Vendor	Annual Spend Request (Not to Exceed)	Term of Contract
Stryker Sales LLC	\$300,000	June 30, 2027
Boulevard Tire Center	\$250,000	March 30, 2025
Caterpillar Inc. (Ring Power Corp) #23-048PB	\$150,000	April 14, 2027
Caterpillar Inc. (Ring Power Corp) #23-047PB	\$50,000	March 30, 2026
Galls LLC	\$90,000	September 29, 2026
A Morea Group	\$100,000	Single Source

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

**FUNDING INFORMATION:** Funding for these contracts is included within various budgets utilized by multiple departments. The above requested annual spending amounts can only be spent if budget is available.

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

**RECOMMENDATION:** Request the Board approve the annual spend for the term of the contracts listed above, ratify the use of these cooperative purchase contracts, and authorize the Chair to execute the contracts.

**ATTACHMENTS:**

1. Stryker Sales LLC, Piggyback Agreement #25-013PB to #041823 – Critical Care and EMS Equipment
2. Boulevard Tire Center Blanket Purchase Order Request for FY25 – Boulevard Tire
3. Caterpillar Inc #23-048PB - Heavy Construction Equipment
  - a. Blanket Purchase Order Request for FY25 – Ring Power Corp
  - b. Piggyback Agreement #23-048PB to RFP #011723 – Heavy Construction Equipment

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

4. Caterpillar Inc Piggyback Agreement #23-047PB to RFP #092222 – Generator Equipment
5. GSA Contract and Galls LLC #GS-07F-0157M
6. A Morea Group
  - a. Blanket Purchase Order Request for FY25 – A Morea Group
  - b. Single Source – A Morea Group – Shell for Road Maintenance and Repair

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
COOPERATIVE PURCHASE AGREEMENT #25-013PB TO PIGGYBACK  
SOURCEWELL SOLICITATION 041823  
AGREEMENT FOR CRITICAL CARE AND EMS EQUIPMENT**

This Cooperative Purchase Agreement (“Agreement”) by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, (“County”), and Stryker Sales, LLC through its Medical Division, whose address is 11811 Willows Road NE, Redmond, WA 98052, (“Supplier”).

**RECITAL**

**A.** The County desires to “piggyback” from the Sourcewell Solicitation 041823 Agreement for Critical Care and EMS Equipment, on file with the County's Purchasing Department and incorporated herein by reference (“Sourcewell Agreement”). The term of the Sourcewell Agreement began September 15, 2023 and expires June 30, 2027, with the option to renew for (3) three renewal terms of one year.

**B.** The Flagler County Board of County Commissioners, on November 18, 2024, approved this Cooperative Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Contractor and the County agree as follows:

**TERMS**

**1. RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**2. TERM:**

**A.** The term of this Agreement is November 18, 2024 through June 30, 2027 with the option to renew for (3) three renewal terms of one year, upon written extension for the same period of the Sourcewell Agreement.

**B.** This Agreement shall be in full force and effect on the Effective Date for an annual not-to-exceed amount of Three Hundred Thousand (\$300,000).

**3. SCOPE OF WORK:**

**A.** Contractor agrees to provide the Services/Supplies as specifically described and set forth in the Sourcewell Agreement. The provisions of this Agreement shall control in the event of any conflict between it and the provisions of the Sourcewell Agreement

**B.** Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the County,

including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the County; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in accordance with the Sourcewell Agreement.

**4. COMPENSATION:** The County agrees to pay the Contractor for the faithful performance under this Agreement based on the pricing of the Sourcewell Agreement.

**5. OWNERSHIP OF DOCUMENTS:** Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by the County to Contractor, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement is and shall at all times remain the property of the County. The Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of County, which may be withheld or conditioned by the County in its sole discretion. Failure to submit any document requested by the County within seven (7) calendar days will, with the option of the County, constitute a default of the Agreement and shall be cause for the County to withhold payments until documents are delivered.

**6. AUDIT AND INSPECTION RIGHTS:**

**A.** The County may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the County to Contractor under this Agreement, audit or cause to be audited those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**B.** The County may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the County deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Contractor shall make available to the County all reasonable facilities and assistance to facilitate the performance of tests or inspections by County representatives. All tests and inspections shall be subject to, and made in accordance with the County Code, as same may be amended or supplemented, from time to time.

**7. AWARD OF AGREEMENT:** Contractor represents and warrants to the County that it has not employed or retained any person or company employed by the County to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

**8. PUBLIC RECORDS:** Contractor Acknowledges that it has read and understands and agrees to comply with the Florida Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat.,

the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., made or received by Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- a.) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services including, but not limited to, correspondence and reports;
- 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;
- c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d.) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall promptly provide the County with a copy of any requests to inspect or to copy public records in possession of the Contractor and shall promptly provide the County with a copy of the Contractor's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FLAGLER COUNTY PUBLIC INFORMATION OFFICER (386) 313-4005; [PUBLICRECORDS@FLAGLERCOUNTY.GOV](mailto:PUBLICRECORDS@FLAGLERCOUNTY.GOV) ; or 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110**

**9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**10. INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the services

contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"), unless it is, or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This section shall survive the termination of this Agreement.

**11. DEFAULT:** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder the County, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the County to Contractor while Contractor was in default shall be immediately returned to the County. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the County for all expenses incurred by the County in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the County in the re-procurement of the Services, including consequential and incidental damages.

**12. RESOLUTION OF CONTRACT DISPUTES:** Contractor understands and agrees that all disputes between Contractor and the County based upon an alleged violation of the terms of this Agreement by the County shall be submitted to the Procurement & Contract Services Manager for his/her resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$50,000.00, the Procurement & Contract Services Manager shall forward his/her recommendation to the County Administrator whose decision shall be approved or disapproved by the County Commission. Contractor shall not be entitled to seek judicial relief unless: (i) it has first received County Administrator's written decision, approved by the County Commission if the amount of compensation hereunder exceeds \$50,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the Procurement & Contract Services Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if County Administrator's decision is

subject to County Commission approval); or (iii) County has waived compliance with the procedure set forth in this section by written instruments, signed by the County Administrator.

**13. TERMINATION RIGHTS:**

**A.** The County shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) business days prior to the effective date of such termination. In such event, the County shall pay to Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the County be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

**B.** The County shall have the right to terminate this Agreement, with notice to Contractor, upon the occurrence of an event of default hereunder. In such event, the County shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to the County all amounts received while Contractor was in default under this Agreement.

**14. ASSIGNMENT:** This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the County, which may be withheld or conditioned, in the County's sole discretion.

**16. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

a Florida corporation, whose address is

**TO SUPPLIER:**  
**Stryker Sales, LLC**  
**11811 Willows Rd NE**  
**Redmond, WA 98052**

**TO THE COUNTY:**  
**Flagler County BOCC**  
**Attn: Office of Procurement and Contracts**  
**1769 E. Moody Blvd., Building 2**  
**Bunnell, Florida 32110**

**17. MISCELLANEOUS PROVISIONS:**

**A.** This Agreement shall be construed and enforced according to the laws of the State of Florida except its conflict of law's provisions. Venue for any legal proceedings shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. In order to expedite the conclusion of any litigation between them involving this Agreement, the parties mutually waive their right to demand a jury trial and/or file permissive counterclaims in such civil actions.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

**E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

**18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

19. **INDEPENDENT CONTRACTOR:** Contractor has been procured and is being engaged to provide services to the County as an independent contractor, and not as an agent or employee of the County.

20. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities, and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) day's notice.

21. **REAFFIRMATION OF REPRESENTATIONS:** Contractor hereby reaffirms all of the certifications contained in the Sourcewell Agreement.

**[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

Date: \_\_\_\_\_

**APPROVED-AS-TO-FORM**

Sean S. Moylan Digitally signed by Sean S. Moylan  
Date: 2024.11.07 15:06:38 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**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.

**WITNESS:**

**Stryker Sales, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name, Title

Date: \_\_\_\_\_

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FLAGLER COUNTY PURCHASING DEPARTMENT  
REQUEST FOR BLANKET PURCHASE ORDER

Date: 10/7/2024  
Requisitioner: EYATES  
Department/Division: COUNTY WIDE

**BLANKET PURCHASE ORDER**

Vendor Number: 752  
Vendor Name: BOULEVARD TIRE CENTER  
Ship to Location: PW

Description of Goods and/or Services:  
Contract Name: TIRE SERVICE AND REPAIR  
Contract Source: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Contract Effective Date: 10/1/2024 Contract Expiration Date: 9/30/2025  
Blanket "Not to Exceed" Amount: \$250,000.00

Blanket Purchase Order Comments:  
NON-CONTRACT TIRES, SERVICE, AND REPAIR FOR COUNTY VEHICLES AND EQUIPMENT

Requisitioner Signature: \_\_\_\_\_ Date: 9/18/24  
Department Head Signature: \_\_\_\_\_ Date: 9-18-2024  
Purchasing Signature: Robert Rounds Digitally signed by Robert Rounds Date: 2024.09.24 16:12:55 -04'00' Date: \_\_\_\_\_  
County Administrator: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature required if request exceeds \$49,999.99)

BCC Approval Date: \_\_\_\_\_  
(Board Approval required if request exceeds \$99,999.99)



FLAGLER COUNTY PURCHASING DEPARTMENT  
REQUEST FOR BLANKET PURCHASE ORDER

Date: 10/7/2024

Requisitioner: EYATES

Department/Division: COUNTY WIDE

**BLANKET PURCHASE ORDER**

Vendor Number: 353

Vendor Name: RING POWER CORPORATION

Ship to Location: PW

Description of Goods and/or Services:

Contract Name: EQUIPMENT PARTS & SERVICE

Contract Source: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Effective Date: 10/1/2024 Contract Expiration Date: 9/30/2025

Blanket "Not to Exceed" Amount: \$200,000

Blanket Purchase Order Comments:

CONTRACT TO SERVICE & REPAIR CATERPILLAR EQUIPMENT

Requisitioner Signature: *Liz Yates*

Date: 9/18/24

Department Head Signature: *Robert Rounds*

Date: 9-18-2024

Purchasing Signature: Robert Rounds

Digitally signed by Robert Rounds  
Date: 2024.09.24 16:14:25 -04'00'

Date: \_\_\_\_\_

County Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

(Signature required if request exceeds \$49,999.99)

BCC Approval Date: \_\_\_\_\_

(Board Approval required if request exceeds \$99,999.99)

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
COOPERATIVE PURCHASE AGREEMENT #23-048PB TO PIGGYBACK  
SOURCEWELL SOLICITATION RFP #011723 AGREEMENT FOR  
HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS AND  
TECHNOLOGY**

This Cooperative Purchase Agreement (“Agreement”) by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, (“County”), and Caterpillar Inc., whose address is 100 NE Adams Street, Peoria, IL 61629 (“Supplier”).

**RECITAL**

**A.** The County desires to “piggyback” from the Sourcewell Solicitation #011723 Agreement for Heavy Construction Equipment with Related Attachments and Technology, on file with the County’s Purchasing Division and incorporated herein by reference (“Sourcewell Agreement”). The term of the Sourcewell Agreement began May 24, 2023, and expires April 14, 2027, with the option to renew for one (1) renewal term of one (1) year.

**B.** The Flagler County Board of County Commissioners, on November 18, 2024, approved this Cooperative Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Contractor and the County agree as follows:

**TERMS**

**1. RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**2. TERM:** The term of this Agreement is November 18, 2024, through April 14, 2027 with the option to renew for (1) one renewal term of (1) one year, upon written extension for the same period of the Sourcewell Agreement.

**3. SCOPE OF WORK:**

**A.** Contractor agrees to provide the Services/Supplies as specifically described and set forth in the Sourcewell Agreement. The provisions of this Cooperative Purchase Agreement shall control in the event of any conflict between it and the provisions of the Sourcewell Agreement

**B.** Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the County, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the County; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in accordance with the Sourcewell Agreement.

4. **COMPENSATION:** The County agrees to pay the Contractor for the faithful performance under this Agreement based on the pricing of the Sourcewell Agreement.

5. **OWNERSHIP OF DOCUMENTS:** Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by the County to Contractor, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement is and shall at all times remain the property of the County. The contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of County, which may be withheld or conditioned by the County in its sole discretion. Failure to submit any document requested by the County within seven (7) calendar days will, with the option of the County, constitute a default of the Agreement and shall be cause for the County to withhold payments until documents are delivered.

6. **AUDIT AND INSPECTION RIGHTS:**

A. The County may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the County to Contractor under this Agreement, audit or cause to be audited those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. The County may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the County deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Contractor shall make available to the County all reasonable facilities and assistance to facilitate the performance of tests or inspections by County representatives. All tests and inspections shall be subject to, and made in accordance with the County Code, as same may be amended or supplemented, from time to time.

7. **AWARD OF AGREEMENT:** Contractor represents and warrants to the County that it has not employed or retained any person or company employed by the County to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. **PUBLIC RECORDS:** Contractor Acknowledges that it has read and understands and agrees to comply with the Florida Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., made or received by Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- a.) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services including, but not limited to, correspondence and reports;
- 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;
- c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d.) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall promptly provide the County with a copy of any requests to inspect or to copy public records in possession of the Contractor and shall promptly provide the County with a copy of the Contractor's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FLAGLER COUNTY PUBLIC INFORMATION OFFICER (386) 313-4005; [PUBLICRECORDS@FLAGLERCOUNTY.GOV](mailto:PUBLICRECORDS@FLAGLERCOUNTY.GOV) ; or 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110**

**9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**10. INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"), unless it is,

or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This section shall survive the termination of this Agreement.

**11. DEFAULT:** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder the County, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the County to Contractor while Contractor was in default shall be immediately returned to the County. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the County for all expenses incurred by the County in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the County in the re-procurement of the Services, including consequential and incidental damages.

**12. RESOLUTION OF CONTRACT DISPUTES:** Contractor understands and agrees that all disputes between Contractor and the County based upon an alleged violation of the terms of this Agreement by the County shall be submitted to the Procurement & Contract Services Manager for his/her resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$50,000.00, the Procurement & Contract Services Manager shall forward his/her recommendation to the County Administrator whose decision shall be approved or disapproved by the County Commission. Contractor shall not be entitled to seek judicial relief unless: (i) it has first received County Administrator's written decision, approved by the County Commission if the amount of compensation hereunder exceeds \$50,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the Procurement & Contract Services Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if County Administrator's decision is subject to County Commission approval); or (iii) County has waived compliance with the procedure set forth in this section by written instruments, signed by the County Administrator.

**13. TERMINATION RIGHTS:**

**A.** The County shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) business days prior to the effective date of such termination. In such event, the County shall pay to Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the County be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

**B.** The County shall have the right to terminate this Agreement, with notice to Contractor, upon the occurrence of an event of default hereunder. In such event, the County shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to the County all amounts received while Contractor was in default under this Agreement.

**14. INSURANCE:** Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by the Sourcewell Agreement and shall furnish the County with a certificate of insurance evidencing same.

**15. ASSIGNMENT:** This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the County, which may be withheld or conditioned, in the County's sole discretion.

**16. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

a Florida corporation, whose address is

**TO SUPPLIER:**  
**Caterpillar Inc.**  
**100 NE Adams Street**  
**Peoria, IL 61629**

**TO THE COUNTY:**  
**Flagler County BOCC**  
**Attn: Office of Procurement and Contracts**  
**1769 E. Moody Blvd., Building 2**  
**Bunnell, Florida 32110**

**17. MISCELLANEOUS PROVISIONS:**

**A.** This Agreement shall be construed and enforced according to the laws of the State of Florida except its conflict of laws provisions. Venue for any legal proceedings shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. In order to expedite the conclusion of any litigation between them involving this Agreement, the parties mutually waive their right to demand a jury trial and/or file permissive counterclaims in such civil actions.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

19. **INDEPENDENT CONTRACTOR:** Contractor has been procured and is being engaged to provide services to the County as an independent contractor, and not as an agent or employee of the County.

20. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities, and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) day notice.

21. **REAFFIRMATION OF REPRESENTATIONS:** Contractor hereby reaffirms all of the certifications contained in the Sourcewell Agreement.

**[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**

Sean S. Moylan Digitally signed by Sean S. Moylan  
Date: 2024.11.07 15:55:49 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**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:**

**Caterpillar Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title

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**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
COOPERATIVE PURCHASE AGREEMENT #23-047PB TO PIGGYBACK  
SOURCEWELL SOLICITATION RFP #092222 AGREEMENT FOR  
ELECTRICAL ENERGY POWER GENERATION EQUIPMENT WITH RELATED PARTS,  
SUPPLIES, AND SERVICES**

This Cooperative Purchase Agreement (“Agreement”) by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, (“County”), and Caterpillar Inc., whose address is 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039 (“Supplier”).

**RECITAL**

**A.** The County desires to “piggyback” from the Sourcewell Solicitation #092222 Agreement for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services, on file with the County’s Purchasing Division and incorporated herein by reference (“Sourcewell Agreement”). The term of the Sourcewell Agreement began December 6, 2022, and expires November 22, 2026, with the option to renew for (1) one renewal term of (1) one year.

**B.** The Flagler County Board of County Commissioners, on November 18, 2024, approved this Cooperative Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Contractor and the County agree as follows:

**TERMS**

**1. RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**2. TERM:** The term of this Agreement is November 18, 2024, through November 22, 2026, with the option to renew for (1) one renewal term of (1) one year, upon written extension for the same period of the Sourcewell Agreement.

**3. SCOPE OF WORK:**

**A.** Contractor agrees to provide the Services/Supplies as specifically described and set forth in the Sourcewell Agreement. The provisions of this Cooperative Purchase Agreement shall control in the event of any conflict between it and the provisions of the Sourcewell Agreement

**B.** Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the County, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the County; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in accordance with the Sourcewell Agreement.

4. **COMPENSATION:** The County agrees to pay the Contractor for the faithful performance under this Agreement based on the pricing of the Sourcewell Agreement.

5. **OWNERSHIP OF DOCUMENTS:** Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by the County to Contractor, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement is and shall at all times remain the property of the County. The contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of County, which may be withheld or conditioned by the County in its sole discretion. Failure to submit any document requested by the County within seven (7) calendar days will, with the option of the County, constitute a default of the Agreement and shall be cause for the County to withhold payments until documents are delivered.

6. **AUDIT AND INSPECTION RIGHTS:**

A. The County may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the County to Contractor under this Agreement, audit or cause to be audited those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. The County may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the County deems reasonably necessary, to determine whether the goods or services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Contractor shall make available to the County all reasonable facilities and assistance to facilitate the performance of tests or inspections by County representatives. All tests and inspections shall be subject to, and made in accordance with the County Code, as same may be amended or supplemented, from time to time.

7. **AWARD OF AGREEMENT:** Contractor represents and warrants to the County that it has not employed or retained any person or company employed by the County to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. **PUBLIC RECORDS:** Contractor Acknowledges that it has read and understands and agrees to comply with the Florida Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., made or received by Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- a.) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services including, but not limited to, correspondence and reports;
- 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;
- c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d.) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall promptly provide the County with a copy of any requests to inspect or to copy public records in possession of the Contractor and shall promptly provide the County with a copy of the Contractor's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FLAGLER COUNTY PUBLIC INFORMATION OFFICER (386) 313-4005; [PUBLICRECORDS@FLAGLERCOUNTY.GOV](mailto:PUBLICRECORDS@FLAGLERCOUNTY.GOV) ; or 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110**

**9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**10. INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"), unless it is,

or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Agreement. Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Contractor, or any of its sub-contractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This section shall survive the termination of this Agreement.

**11. DEFAULT:** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder the County, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the County to Contractor while Contractor was in default shall be immediately returned to the County. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligation accruing prior to the effective date of termination. Should Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Contractor shall be liable to the County for all expenses incurred by the County in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the County in the re-procurement of the Services, including consequential and incidental damages.

**12. RESOLUTION OF CONTRACT DISPUTES:** Contractor understands and agrees that all disputes between Contractor and the County based upon an alleged violation of the terms of this Agreement by the County shall be submitted to the Procurement & Contract Services Manager for his/her resolution, prior to Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$50,000.00, the Procurement & Contract Services Manager shall forward his/her recommendation to the County Administrator whose decision shall be approved or disapproved by the County Commission. Contractor shall not be entitled to seek judicial relief unless: (i) it has first received County Administrator's written decision, approved by the County Commission if the amount of compensation hereunder exceeds \$50,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the Procurement & Contract Services Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if County Administrator's decision is subject to County Commission approval); or (iii) County has waived compliance with the procedure set forth in this section by written instruments, signed by the County Administrator.

**13. TERMINATION RIGHTS:**

**A.** The County shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Contractor at least thirty (30) business days prior to the effective date of such termination. In such event, the County shall pay to Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the County be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

**B.** The County shall have the right to terminate this Agreement, with notice to Contractor, upon the occurrence of an event of default hereunder. In such event, the County shall not be obligated to pay any amounts to Contractor and Contractor shall reimburse to the County all amounts received while Contractor was in default under this Agreement.

**14. INSURANCE:** Contractor shall, at all times during the term hereof, maintain such insurance coverage as required by the Sourcewell Agreement and shall furnish the County with a certificate of insurance evidencing same.

**15. ASSIGNMENT:** This Agreement shall not be assigned by Contractor, in whole or in part, without the prior written consent of the County, which may be withheld or conditioned, in the County's sole discretion.

**16. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

a Florida corporation, whose address is

**TO SUPPLIER:**

**Caterpillar Inc.  
100 NE Adams Street  
Peoria, IL 61629**

**TO THE COUNTY:**

**Flagler County BOCC  
Attn: Office of Procurement and Contracts  
1769 E. Moody Blvd., Building 2  
Bunnell, Florida 32110**

**17. MISCELLANEOUS PROVISIONS:**

**A.** This Agreement shall be construed and enforced according to the laws of the State of Florida except its conflict of law's provisions. Venue for any legal proceedings shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. In order to expedite the conclusion of any litigation between them involving this Agreement, the parties mutually waive their right to demand a jury trial and/or file permissive counterclaims in such civil actions.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

19. **INDEPENDENT CONTRACTOR:** Contractor has been procured and is being engaged to provide services to the County as an independent contractor, and not as an agent or employee of the County.

20. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities, and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) day notice.

21. **REAFFIRMATION OF REPRESENTATIONS:** Contractor hereby reaffirms all of the certifications contained in the Sourcewell Agreement.

**[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**

Sean S. Moylan Digitally signed by Sean S. Moylan  
Date: 2024.11.07 16:03:53 -05'00'

\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**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:**

**Caterpillar Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Print Name, Title

Date: \_\_\_\_\_

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**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
COOPERATIVE PURCHASE AGREEMENT #24-014PB TO PIGGYBACK  
GSA CONTRACT 47QSWA21D008H  
FOR PUBLIC SAFETY UNIFORMS, EQUIPMENT, AND GEAR.**

This Cooperative Purchase Agreement (“Agreement”) by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, (“County”), and Galls LLC, whose address is 1340 Russell Cave Road, Lexington, KY 40505 (“Contractor”).

**RECITAL**

**A.** The County desires to “piggyback” from the GSA Contract Number 47QSWA21D008H for public safety uniforms, equipment, and gear, on file with the County's Purchasing Division and incorporated herein by reference (“GSA Agreement”). The term of the GSA Agreement began September 30, 2021 and expires on September 29, 2026.

**B.** The Flagler County Board of County Commissioners, on November 18, 2024, approved this Cooperative Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, Contractor and the County agree as follows:

**TERMS**

**1. RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**2. TERM:**

**A.** The term of this Agreement is valid November 18, 2024 through September 29, 2026.

**B.** This Agreement shall be in full force and effect on the Effective Date for an annual not-to-exceed amount of Ninety Thousand (\$90,000).

**3. SCOPE OF WORK:**

**A.** Contractor agrees to provide the Services/Supplies as specifically described and set forth in the GSA Agreement. The provisions of this Cooperative Purchase Agreement shall control in the event of any conflict between it and the provisions of the GSA Agreement.

**B.** Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the County, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the County; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in accordance with the GSA Agreement.

4. **COMPENSATION:** The County agrees to pay the Contractor for the faithful performance under this Agreement based on the provisions of the GSA Agreement.

5. **OWNERSHIP OF DOCUMENTS:** Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by the County to the Contractor or which is otherwise obtained or prepared by the Contractor pursuant to or under the terms of this Agreement is and shall at all times remain the property of the County. The contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of County, which may be withheld or conditioned by the County in its sole discretion. Failure to submit any document requested by the County within seven (7) calendar days will, at the option of the County, constitute a default of the Agreement and shall be cause for the County to withhold payments until documents are delivered.

6. **AUDIT AND INSPECTION RIGHTS:**

A. The County may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the County to the Contractor under this Agreement, audit or cause to be audited those books and records of Contractor which are related to the Contractor's performance under this Agreement. The Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. The County may, at reasonable times during the term hereof, inspect the Contractor's facilities and perform such tests, as the County deems reasonably necessary, to determine whether the goods or services required to be provided by the Contractor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. The Contractor shall make available to the County all reasonable facilities and assistance to facilitate the performance of tests or inspections by County representatives. All tests and inspections shall be subject to, and made in accordance with the County Code, as same may be amended or supplemented, from time to time.

7. **AWARD OF AGREEMENT:** The Contractor represents and warrants to the County that it has not employed or retained any person or company employed by the County to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. **PUBLIC RECORDS:** The Contractor Acknowledges that it has read and understands and agrees to comply with the Florida Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- a.) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services including, but not limited to, correspondence and reports;
- 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;
- c.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d.) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall promptly provide the County with a copy of any requests to inspect or to copy public records in possession of the Contractor and shall promptly provide the County with a copy of the Contractor's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FLAGLER COUNTY PUBLIC INFORMATION OFFICER (386) 313-4005; [PUBLICRECORDS@FLAGLERCOUNTY.GOV](mailto:PUBLICRECORDS@FLAGLERCOUNTY.GOV); or 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110**

**9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**10. INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or sub-contractors (collectively referred to as "Contractor"),

unless it is, or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Agreement. The Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the Contractor, or any of its sub-contractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This section shall survive the termination of this Agreement.

**11. DEFAULT:** If the Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then the Contractor shall be in default. Upon the occurrence of a default hereunder the County, in addition to all remedies available to it by law, may immediately, upon written notice to the Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the County to the Contractor while the Contractor was in default shall be immediately returned to the County. The Contractor understands and agrees that termination of this Agreement under this section shall not release the Contractor from any obligation accruing prior to the effective date of termination. Should the Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, the Contractor shall be liable to the County for all expenses incurred by the County in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the County in the re-procurement of the Services, including consequential and incidental damages.

**12. RESOLUTION OF CONTRACT DISPUTES:** The Contractor understands and agrees that all disputes between the Contractor and the County based upon an alleged violation of the terms of this Agreement by the County shall be submitted to the Procurement & Contract Services Manager for his/her resolution, prior to the Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$50,000.00, the Procurement & Contract Services Manager shall forward his/her recommendation to the County Administrator whose decision shall be approved or disapproved by the County Commission. The Contractor shall not be entitled to seek judicial relief unless: (i) it has first received County Administrator's written decision, approved by the County Commission if the amount of compensation hereunder exceeds \$50,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the Procurement & Contract Services Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if County Administrator's decision is subject to County Commission approval); or (iii) County has waived compliance with the procedure set forth in this section by written instruments, signed by the County Administrator.

**13. TERMINATION RIGHTS:**

**A.** The County shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to the Contractor at least thirty (30) business days prior to the effective date of such termination. In such event, the County shall pay to the Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the County be liable to the Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

**B.** The County shall have the right to terminate this Agreement, with notice to Contractor, upon the occurrence of an event of default hereunder. In such event, the County shall not be obligated to pay any amounts to the Contractor and the Contractor shall reimburse to the County all amounts received while the Contractor was in default under this Agreement.

**14. INSURANCE:** The Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by the Flagler County Purchasing Policy. The minimum amounts and types of Insurance required are reflected in Attachment "A", which is deemed as being incorporated by reference herein. All such insurance, including renewals, shall be subject to the approval of the Procurement & Contract Services Manager for adequacy of protection and evidence of such coverage shall be furnished to the County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to the County or, alternatively, reconfirmation of the insured status of coverage in accordance with Attachment B. Completed Certificates of Insurance shall be filed with the County prior to the performance of services hereunder, provided, however, that the Contractor shall at any time upon request file duplicate copies of the policies of such insurance with the County.

If in the judgment of the Procurement & Contract Services Manager prevailing conditions warrant additional liability insurance coverage or coverage which is different in kind, the County reserves the right to require the provision by the Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the County's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

**15. ASSIGNMENT:** This Agreement shall not be assigned by the Contractor, in whole or in part, without the prior written consent of the County, which may be withheld or conditioned, in the County's sole discretion.

**16. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt

requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

a Florida corporation, whose address is

**TO CONTRACTOR:**

**Galls, LLC.  
1340 Russell Cave Road  
Lexington, KY 40505**

**TO THE COUNTY:**

**Flagler County BOCC  
Attn: Office of Procurement and Contracts  
1769 E. Moody Blvd., Building 2  
Bunnell, Florida 32110**

**17. MISCELLANEOUS PROVISIONS:**

**A.** This Agreement shall be construed and enforced according to the laws of the State of Florida except its conflict of laws provisions. Venue for any legal proceedings shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. In order to expedite the conclusion of any litigation between them involving this Agreement, the parties mutually waive their right to demand a jury trial and/or file permissive counterclaims in such civil actions.

**B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.

**C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

**D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

**E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

**18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**19. INDEPENDENT CONTRACTOR:** The Contractor has been procured and is being engaged to provide services to the County as an independent contractor, and not as an agent or employee of the County.

**20. CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities, and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

**21. REAFFIRMATION OF REPRESENTATIONS:** The Contractor hereby reaffirms all of the certifications contained in the GSA Agreement.

**[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**

Sean S. Moylan Digitally signed by Sean S. Moylan  
Date: 2024.11.07 16:17:05 -05'00'

Sean S. Moylan, Deputy County Attorney

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**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.

**Witness:**

**Galls, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name, Title

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**ATTACHMENT "A"**

**INSURANCE REQUIRED** – Before execution of the Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Agreement, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

**Coverage Required** – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

<b><u>Coverage</u></b>	<b><u>Minimum Amounts and Limits</u></b>
(a) Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 1,000,000 each occurrence \$ 1,000,000 disease, aggregate \$ 1,000,000 disease, each employee
(b) Commercial General Liability	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg \$ 1,000,000 Each Occurrence \$ 500,000 Fire Damage \$ 0 Medical Expense
(c) Automobile Liability (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.) Property Damage	\$ 1,000,000

(d) Professional Liability	\$1,000,000 per claim
(when applicable)	\$1,000,000 annual aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County as regards to liability arising out of the Contractor's performance of the work or the work performed by others on behalf of the Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, the Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, The contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of the Contractor covering loss or damage to the work or to any other property of the Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement.

The Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.



FLAGLER COUNTY PURCHASING DEPARTMENT  
REQUEST FOR BLANKET PURCHASE ORDER

Date: 10/7/2024

Requisitioner: LIZ YATES

Department/Division: COUNTY WIDE

**BLANKET PURCHASE ORDER**

Vendor Number: 1610

Vendor Name: A MOREA GROUP, LLC

Ship to Location: PW

Description of Goods and/or Services:

Contract Name: SHELL TO BE USED FOR ROAD MAINTENANCE

Contract Source: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Effective Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Blanket "Not to Exceed" Amount: \$100,000

Blanket Purchase Order Comments:

SHELL TO BE USED FOR ROAD MAINTENANCE AND REPAIRS

Requisitioner Signature: Liz Yates Digitally signed by Liz Yates  
Date: 2024.09.18 08:36:23 -04'00'

Date: 9/18/24

Department Head Signature: [Signature]

Date: 9-18-2024

Purchasing Signature: Robert Rounds Digitally signed by Robert Rounds  
Date: 2024.11.05 14:31:52 -05'00'

Date: \_\_\_\_\_

County Administrator: \_\_\_\_\_  
(Signature required if request exceeds \$49,999.99)

Date: \_\_\_\_\_

BCC Approval Date: \_\_\_\_\_  
(Board Approval required if request exceeds \$99,999.99)



**FLAGLER COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 Office of Procurement and Contracts

REQUEST FOR SOLE SOURCE/SINGLE SOURCE PURCHASE

To: Procurement Office

Requestor: Liz Yates

Requesting Department / Division Name: County Wide

Director's Name: Mike Dickson

Supplier Name: A Morea Group

Description of Good/Service: Shell to be used for road maintenance and repairs

Sole Source Request       Single Source Request

**NOTE:**

**A Morea Group is the only source of shell material for unpaved road repair within reasonable distance and cost.**

- 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.

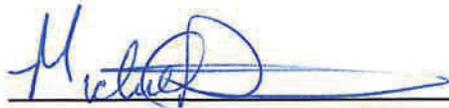
PROVIDE FURTHER EXPLANATION OF THE SOLE SOURCE JUSTIFICATION AND THE RESEARCH CONDUCTED TO SUPPORT. ATTACH DOCUMENTATION SUPPORTING THE SOLE SOURCE DESIGNATION.

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 JUSTIFICATION AND ATTACH ANY DOCUMENTATION SUPPORTING THE DESIGNATION.

Only source of shell material within reasonable distance and cost.

  
\_\_\_\_\_  
Department Director  
Robert  
Rounds  
Digitally signed by Robert  
Rounds  
Date: 2024.09.24 15:48:39  
-04'00'  
\_\_\_\_\_  
Procurement & Contract Services Manager

  
\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
Date

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

**SUBJECT: QUASI-JUDICIAL** – Request to Accept the Special Magistrate’s Report and Modify the Magistrate’s Recommendation to Enter into a Settlement Agreement between the County and Hammock Harbour, LLC; 5658 North Oceanshore Boulevard; Parcel Number: 40-10-31-3150-00000-0420; 4.26+/- acres. Owner: Robert Million, as Manager of Hammock Harbour, LLC; Agent: M. Scott Thomas, Burr & Forman LLP.

**DATE OF MEETING:** November 18, 2024

**OVERVIEW/SUMMARY:** This request is quasi-judicial in nature and requires disclosure of ex parte communication. The Hammock Harbour parcel lies West of North Oceanshore Boulevard (a/k/a SR A1A), East of the Intracoastal Waterway, and North of Hammock Hardware:



This agenda item is related to the resolution of a dispute between the County and the parcel owner, Hammock Harbour, LLC, regarding the development of the subject parcel as a dry stack marina. The dispute is related to Hammock Harbour’s site plan application, which was denied by staff earlier this year on the basis that a Special Exception would be required for the proposed dry stack marina use approval, as previously determined by the Planning and Development Board.

Following the site plan denial, Mr. Scott Thomas, Esq., filed an appeal with the County on behalf of Hammock Harbour, seeking relief through Section 70.51, Florida Statutes (the

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

Florida Land Use and Environmental Dispute Resolution Act or FLUEDRA). The appeal initiated a mediation process culminating in a hearing before a Special Magistrate and the issuance of the Magistrate's Report and Recommendation to the Board of County Commissioners for a final decision.

The Magistrate found that the County's Planning and Development Board had overstepped its authority requiring a Special Exception for the proposed dry stack storage use based in substantial part on the documentary history and regulatory framework that are relevant to water-based commercial recreational uses including:

- A parcel-specific deed restriction for boat yard and related uses that was required by the Board of County Commissioners in conjunction with a previous rezoning of the site to C-2;
- Comprehensive Plan policy text for the placement of marinas on commercial lands adjoining water bodies, such as the Hammock Harbour parcel;
- Identification of the Hammock Harbour parcel within the County's Manatee Protection Plan as an appropriate site for a marina with wet- or dry-slips;
- Listing of "commercial recreational uses" as a permitted use in the Land Development Code within C-2 districts, coupled with the statutory definition of "recreational and commercial working waterfront"; and
- Florida Supreme Court decision pertaining to interpretation of ambiguous zoning codes to the benefit of property owners.

With the Magistrate concluding through the Magistrate's Report that the Special Exception is not required, the Magistrate recommended that:

- the Planning and Development Board sua sponte motion to reconsider the determination of use to correct the previous errant decision and find that the Special Exception is not needed for a dry stack storage use;
- the applicant utilize an electric or otherwise sound-attenuated forklift for its boat moving operations; and
- that the height of the fencing along the common parcel lines adjoining the residential parcels be increased from six feet to eight feet in height.

For the most part, the County staff concurs with the Magistrate's Report and Recommendation; however, as it relates to the Magistrate's recommendation to return to the Planning and Development Board for what amounts to a rehearing with a foregone conclusion, staff has instead opted to provide a draft Settlement Agreement for the Board's consideration that modifies the Magistrate's recommendation by removing the Planning and Development Board's correcting of its motion. The logic behind this approach is that there are no material gains through an additional process of returning to the Planning and Development Board for a mandatory, perfunctory correction of the motion. All of the pertinent facts and testimony from the parties have been laid bare through the Special Magistrate's mediation and hearing process: an additional Planning

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

and Development Board step would amount to an unnecessary bureaucratic process. The same result will readily be achieved presently through the Settlement Agreement between the Board and Hammock Harbour. Moreover, FLUEDRA specifically states that the County Commission has the authority to modify the recommendation of the special magistrate and proceed to implement it by a development agreement consistent with the County's Land Development Code.

This agenda item is:

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

**DEPARTMENT CONTACT:** Adam Mengel, Growth Management Director (386) 313-4065, and Sean Moylan, Deputy County Attorney (386) 313-4056

**OPTIONS FOR THE BOARD:** The Board may:

**Accept** the Magistrate's Recommendation

**Modify** the Magistrate's Recommendation (County staff have prepared an Agreement between the County and the Property Owner to implement the Magistrate's Recommendation but without a Planning and Development Board reconsideration)

**Reject** the Magistrate's Recommendation

**ATTACHMENTS:**

1. Settlement Agreement including Special Magistrate's Report and Recommendation
2. Site Plan

## SETTLEMENT AGREEMENT BETWEEN FLAGLER COUNTY AND HAMMOCK HARBOUR, LLC

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, with an address of 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 (“County”), and Hammock Harbour, LLC, a Florida limited liability company, with an address of 17 S. Waterview Drive, Palm Coast, FL 32137 (“Hammock Harbour”). The County and Hammock Harbour are sometimes referred to herein as “Parties”.

### I. RECITALS

1. Hammock Harbour is the owner of that certain real property located at 5658 N. Oceanshore Blvd., Palm Coast, FL 32137, with a Parcel Identification Number 40-10-31-3150-00000-0420 (the “Property”).
2. Hammock Harbour seeks to construct a marina on the Property including dry-stack boat storage not to exceed 204 dry slips, a restaurant not to exceed 3880 square feet service area, and four commercial retail storefronts not to exceed 2690 square feet (the “Proposed Use”) as depicted in the Site Development Plan submitted to the Flagler County Technical Review Committee (the “TRC”) with an Application for Site Development Plan Less Than 5 Acres on July 11, 2023, which Site Plan is incorporated herein by reference (the “Site Plan”).
3. Based on prior action by the Flagler County Planning and Development Board (“Planning Board”) determining the Proposed Use of the Property is not prohibited within the Scenic Corridor Overlay District but required approval as a special exception under the County’s C-2 zoning district, the TRC denied Hammock Harbour’s application.
4. In response to the TRC action, Hammock Harbour invoked the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes, (“FLUEDRA”).
5. Special Magistrate Terrence E. Schmidt, Esq., presided over the FLUEDRA proceedings and issued a Report and Recommendation on October 29, 2024, finding that the prior determination of the Planning Board and the action of the TRC to be unreasonable and to unfairly burden Hammock Harbour’s use of the Property.

### II. LAND USE AGREEMENT

For good and valuable consideration and the mutual covenants herein, which the Parties agree are adequate, the Parties agree as follows:

1. The above recitals are incorporated herein. The Special Magistrate’s Report and Recommendation, attached hereto as Exhibit A, is incorporated as if set out fully herein. The County expressly adopts the Special Magistrate’s findings of facts.

2. Hammock Harbour's Proposed Use of the Property is consistent with the County's Comprehensive Plan, Land Development Regulations, and Manatee Protection Plan. Moreover, Hammock Harbour's Proposed Use is permissible by right as a commercial-recreational use of the land. The Proposed Use is also consistent with the strictures of the Scenic Corridor Overlay District.
3. This Agreement supersedes and nullifies the use determination of the Planning Board of August 10, 2021 and the TRC's denial of Hammock Harbour's July 11, 2023 application.
4. Hammock Harbour's Proposed Use and Site Plan complies with the Flagler County Land Development Code and the strictures of the Scenic Corridor Overlay District. Hammock Harbour may apply for land development and building permits to construct the Proposed Use consistent with the Site Plan.
5. Hammock Harbour specifically acknowledges and agrees that its use of the Property pursuant to the Site Plan must comply with all applicable noise ordinances.
6. Hammock Harbour also agrees that the height of the buffer between the Property and neighboring parcels to the north and south shall be no less than six feet and no more than eight feet as determined in consultation with Flagler County's Planning & Zoning Division.
7. Hammock Harbour will provide 124 parking spaces, including 5 ADA parking spots, for the Proposed Use as illustrated in the Site Plan.
8. Hammock Harbour's use of the Property shall be consistent with all applicable laws, rules, and regulations.

### **III. MISCELLANEOUS PROVISIONS**

1. This Agreement encompasses the complete agreement between the Parties with regard to the subject matter hereof. This Agreement may only be modified by a written instrument executed by duly authorized representatives of the Parties. If any portion of this Agreement is found void by a court of competent jurisdiction, it shall not affect the validity of the remaining portions of the Agreement.
2. This Agreement is not intended to create any rights in third parties and shall not be construed as a consent by the County to be sued by third parties.
3. Each Party shall bear its own fees and costs.
4. This Agreement shall take effect upon the date of the last Party to execute it, as indicated below. The County shall record this Agreement in the Official Records of Flagler County.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representatives on the dates indicated below.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Andrew S. Dance, Chair

Date: \_\_\_\_\_

1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110

**ATTEST:**

\_\_\_\_\_  
Tom Bexley, Clerk of the Circuit Court and Comptroller

1769 E. Moody Blvd., Bldg. 1, Bunnell, FL 32110

**APPROVED AS TO LEGAL FORM:**

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2024.11.07 16:28:39 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110

[Signature Page to Follow.]

**HAMMOCK HARBOUR, LLC**

\_\_\_\_\_  
Robert B. Million, Manager

Date: \_\_\_\_\_

17 S. Waterview Drive, Palm Coast, FL 32137

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_ )

This document was acknowledged before me, by means of  physical presence or  remote notarization, by Robert B. Million, as manager of Hammock Harbour, LLC, this \_\_\_\_ day of \_\_\_\_\_ 2024. Such person is  personally known to me or  produced valid government-issued identification.

(SEAL)

\_\_\_\_\_  
Notary Public

[Exhibit A to Follow.]

**Section 70.51, Florida Statutes,  
Florida Land Use and Environmental  
Dispute Resolution Act Proceeding**

**HAMMOCK HARBOUR, LLC**, a Florida  
limited liability company,

Petitioner

v.

**FLAGLER COUNTY**, a political subdivision  
of the State of Florida,

Respondent

---

**Special Magistrate’s Report and Recommendation  
in the Section 70.51, Florida Statutes, Proceeding  
Initiated by Hammock Harbour, LLC, following  
Flagler County’s April 1, 2024, Denial of Hammock  
Harbour’s Application for Site Plan Approval**

**INTRODUCTION**

Pursuant to Section 70.51, Florida Statutes, Terrance E. Schmidt, as Special Magistrate, held a hearing in this proceeding on Monday, May 30, 2024, after due notice to the parties and all substantially affected persons. The hearing was held for the purpose of determining whether Petitioner Hammock Harbour, LLC (“Hammock Harbour,” “Owner,” or “Petitioner”) and Flagler County, Florida, (“County” or “Respondent”) could mediate their differences arising out of the April 1, 2024, decision by the County to deny Petitioner’s application for approval of its Site Development Plan Less Than 5 Acres for the development of a proposed marina on the property located at 5658 North Oceanshore Boulevard in unincorporated Flagler County. The mediation resulted in an impasse.

On July 16, 2024, the Special Magistrate held a second hearing to permit the Owner, County, and all interested persons to introduce evidence in support of their respective positions. The Owner, County, and counsel for the interested persons subsequently furnished the Special Magistrate with written memoranda in support of those positions. Having considered the evidence and argument of the parties and participants and the factors required to be considered under Section 70.51, Florida

Statutes, the Special Magistrate hereby issues this Report and Recommendation to the Flagler County Board of County Commissioners (“County Commission”).

### **THE SECTION 70.51 PROCESS**

Section 70.51, Florida Statutes, is entitled Florida Land Use and Environmental Dispute Resolution Act (“FLEUDRA”). Under the act, if an owner believes that a governmental development order is unreasonable or unfairly burdens the use of the owner’s property, the owner may apply for relief under the statute. As used Section 70.51, the term “development order” means “any order. . . or regional governmental agency action, which is or will have the effect of granting, denying, or granting with conditions an application for a development permit.” “Development permit” is defined as; “ any building permit, zoning permit, subdivision approval, certification, special exception, variance, or any other similar action of local government, as well as any permit authorized to be issued under state law by state, regional, or local government which has the effect of authorizing the development of real property including, but not limited to, programs implementing chapters 125, 161, 163, 166, 187, 258, 372, 373, 378, 380, and 403.”

Under Section 70.51, the special magistrate does not act as an appellate court to determine whether the government’s decision is the correct legal decision. Nor does the process create a separate legal cause of action for the owner. Section 70.51(24). Rather, Section 70.51 tolls the time for the owner to bring judicial action so that the special magistrate can assist the government and the owner in determining if there is some mutually agreeable accommodation that can be reached that will avoid costly litigation between them.

The statute requires the special magistrate to first conduct a mediation at a public hearing. “The object of the hearing is to focus attention on the impact of the government action giving rise to the request for relief and to explore alternatives to the development order....” Section 70.51(17)(a).

Section 70.51(17) specifically provides that the special magistrate’s “first responsibility is to facilitate a resolution of the conflict between the owner and governmental entities to the end that some modification of the owner’s proposed use of the property or adjustment in the development order ... may be reached.” Section 70.51(17)(a). However, if the parties cannot reach an acceptable resolution, “the special magistrate shall consider the facts and circumstances set forth in the request for relief and any responses and any other information produced at the hearing in order to determine whether the action by the governmental entity ... is unreasonable or unfairly burdens the real property.” Section 70.51(17)(b)(emphasis added).

Section 70.51 specifically authorizes the special magistrate to consider, among other things:

- (a) The history of the real property, including when it was purchased, where it is located, ... and how it was initially used.
- (b) The history of the use of the real property, including what was developed on the property and by whom....
- (c) The history of ... land use controls [on the property] ....
- (d) The present nature and extent of the real property, including its natural ... characteristics.
- (e) The reasonable expectations of the owner at the time of acquisition ... under the regulations then in effect....
- (f) The public purpose sought to be achieved by the development order ...; whether the development order ... is necessary to the achievement of the public purpose; and whether there are alternative development orders that would achieve the public purpose and allow for reduced restrictions on the use of the property.

\* \* \*

(h) Any other information determined relevant by the special magistrate.”

Section 70.51(19) provides that the special magistrate may, subject to the owner’s consent, “recommend one or more alternatives that protect the public interest served by the development order ... but allow for reduced restraints on the use of the owner’s real property, including but not limited to:

- 1. An adjustment of land development or permit standards or other provisions controlling the development or use of land.
- 2. Increases or modifications in the density, intensity, or use of areas of development.
- ...
- 6. Location on the least sensitive portion of the property.
- 7. Conditioning the amount of development or use permitted.
- ...
- 9. Issuance of the development order, a variance, special exception, or other extraordinary relief, including withdrawal of the enforcement action.

The special master’s recommendation is not binding on the parties; however, regardless of whether the governmental entity or owner accepts or rejects the special magistrate’s recommendation, the special magistrate’s determination that “the development order ... is unreasonable or unfairly burdens the use of the owner’s property may serve as an indication of sufficient hardship to support ... modifications, variances, or special exceptions to the application of ... [the] ordinances to the subject property” in a subsequent judicial proceeding. Section 70.51(25) (emphasis added); See also Bentley,

**THE SPECIAL MAGISTRATE’S FINDINGS**

Having considered the evidence, the law, arguments made by counsel for the parties and participants, and the elements of Section 70.51, Florida Statutes, required to be considered, the Special Magistrate makes the following findings:

**BACKGROUND FACTS REGARDING THE DISPUTE  
BETWEEN THE OWNER AND THE COUNTY**

1.\*<sup>1</sup> The Owner owns of the real property located at 5658 North Oceanshore Boulevard (or “State Road A1A”) in unincorporated Flagler County (the “Property”) with a Flagler County Parcel ID Number 40-10-31-3150-00000-0420.

2.\* The Property, approximately 4.26 acres in size, lies within a mixed use vicinity and is bounded on the west by the Intracoastal Waterway, on the east by State Road A1A, on the north by a residence, and on the south by a hardware store and residence. The Property is also in close proximity to a water tower and associated facilities, a School District facility, and a Fire Station.

3.\* The Property consists of three contiguous lots, each with 100 feet of frontage on State Road A1A on the east and 100 feet of frontage along the Intracoastal Waterway on the west. The lots are each 600 feet in depth as measured from the west right-of-way line of State Road A1A to the east right-of-way line of the Intracoastal Waterway. The northernmost lot is Lot 41; the center lot is Lot 42; and the southernmost lot is Lot 43 according to the plat of Jose Park Unit No. 2 recorded in the Public Records of Flagler County, Plat Book 3, Page 33.

4.\* The Future Land Use Map designation of Lots 42 and 43 is Commercial High Intensity. The easternmost 200 feet of Lot 41 is also Commercial High Intensity. The remaining 400 feet of Lot 41 has two Future Land Use Map designations as follows: the southern 60’ strip is Commercial High Intensity, and the northern 40’ strip is Rural Residential. Thus, the overwhelming majority of the Property is Commercial High Intensity, and the northwestern 40 feet by 400 feet strip is Rural Residential.

5.\* The zoning of the Property follows the same pattern. The majority of the Property is zoned C-2 (General Commercial and Shopping Center) while the northwestern strip measuring 40 feet by 400 feet is zoned (R-1) Rural Residential.

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<sup>1</sup> The Owner and the County’s proposed findings were essentially the same with respect to many of the basic undisputed facts. Accordingly, the Special Magistrate has identified those undisputed facts with an \* in this portion of his findings. The remaining findings in this section of the Report are generally consistent with the additional proposed findings submitted by the Owner with changes and additions by the Special Magistrate as he deemed appropriate.

6.\* The portion of State Road A1A on which the Property lies is designated as a Florida and National Scenic Byway and is subject to an overlay zoning district (the "A1A Scenic Corridor Overlay District" or "Overlay District") codified within Flagler County's Land Development Code (the "LDC").

7. Between 1982 and 2014, the Property was utilized for boat manufacturing and repair. It has been vacant since. Hammock Harbour purchased the Property in August 2018 for \$835,000.00 and has since incurred costs for environmental cleanup, permitting, engineering and taxes.

8. The Property's current zoning was established in 2000 when the Flagler County Board of County Commissioners rezoned the Property as C-2 Commercial to allow expansion of the then-existing boat building business. In connection with the 2000 rezoning, Flagler County required the then-Owner to record a restrictive covenant restricting the use of the Property to "Boatyard and related uses." (emphasis added)

9. The Property is located within the "Preferred Category" for a "Boat Facility Siting" in the Flagler County Manatee Protection Plan approved by the County Commission in 2015. The Manatee Protection Plan identifies the Property as being "located on [a parcel] which could be expanded for use as a boating facility in the future" with the specific notation that the Property "is anticipated to be converted into a dry storage facility in the future [with] up to 200 dry slips." (emphasis added),

10. Hammock Harbour acquired the Property to develop a marina with dry-stack storage. Prior to closing on its purchase of the Property, Hammock Harbour sought and received confirmation from the Flagler County Growth Management Director, ("Growth Management Director" or "Planning Director")<sup>2</sup> that the Property's C-2 zoning permitted the development of a dry-stack boat storage marina facility based in part on his stated conclusion that the marina would not result in an increased intensity of use as compared to the former boat building operation.

11. Hammock Harbour closed on its purchase of the Property in reasonable reliance on the Growth Management Director's confirmation of the Property's permitted use under its C-2 zoning.

12\* In 2019, Hammock Harbour submitted a site development plan to Flagler County with the intent to redevelop the Property as an indoor, dry boat storage and marina in accordance with the Property's zoning regulations, including the requirements of the Overlay District.

13\* While the site plan was pending before County staff, the Hammock Community Association, Inc., a not-for-profit corporation (the "HCA"), appealed the

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<sup>2</sup> Under LDC §2.01.02(b)(1), the Planning and Zoning Director is the county official charged with the responsibility to administer and enforce the Flagler County Land Development Code

decision of the County's Growth Management Director allowing the site development plan application to move forward for review. The HCA contended (i) the proposed use amounted to a "commercial warehouse," a use prohibited within the Overlay District, and (ii) the Planning Director's statement that the proposed use was no more intensive than the prior use was not supported by competent substantial evidence.

14.\* In September 2019, the Flagler County Planning and Development Board ("Planning Board") heard the appeal and upheld the Growth Management Director's determination. The HCA appealed Planning Board's decision to the Board of County Commissioners ("County Commission"), which, in turn, upheld the decision of the Planning Board.

15.\* The HCA then filed a Petition for Writ of Certiorari in the Circuit Court, and Hammock Harbour intervened. The Court quashed the decision of the Board of County Commissioners, finding that the initial decision of the Planning Board to uphold the Growth Management Director's determination that the proposed use was no more intensive than the prior use was not supported by competent substantial evidence<sup>3</sup>; however, the Court specifically declined to hold that the proposed boat storage was "Commercial Warehousing," a prohibited use in a C-2 zoning district, stating:

"The Court cannot extend its ruling to decide whether the boat storage facility is or is not a permitted use as Zoned (C-2) within the A1A Scenic Corridor Overlay."

16.\* Hammock Harbour appealed to the District Court of Appeal, a second-tier certiorari review. The District Court denied Hammock Harbour's petition, leaving the Circuit Court's decision in place. The case was remanded for further action by the County; however, the Owner took no further action on its pending application for site plan approval.

17\* It is significant that neither the Planning Board, the County Commission, the Circuit Court, nor the District Court of Appeal found the Owner's proposed use of the Property to be a prohibited use in C-2.

18\* Hammock Harbour subsequently applied for a "use determination," by the Planning Board that marinas, including marinas with dry-stack boat storage, are permissible uses of C-2 zoned land. Hammock Harbour sought a use determination that its proposed marina with dry-stack storage was a permitted use in C-2 based on LDC §3.03(17)(B)(22), which allows:

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<sup>3</sup> The Special Magistrate can find no requirement under the LDC that the Growth Management Director's determination of an expressly permitted use in C-2 under LDC §3.03(17)(B) requires consideration of whether the proposed use is more or less intensive than a prior expressly permitted use in C-2. Rather, it appears to the Special Magistrate that the Growth Management Director's determination regarding intensity of the proposed use should not have been required or even relevant to his determination. Nevertheless, the Court's determination is apparently the law of the case with respect to a new determination by the Growth Management Director that the proposed marina is a permitted use under LDC §3.03(17)(B)(23) without further evidentiary support.

“[o]ther commercial uses of a nature similar to those listed may be permitted upon determination by the planning board that such uses are appropriate in the C-2 district. The standard industrial classification manual will be used as a reference for these determinations.”

Hammock Harbour argued that its intended marina use was “of a nature similar to” a “commercial recreational” use specifically permitted under LDC §3.03(17)(B)(23)(x).

19. Hammock Harbour’s owner testified without contradiction that he chose to seek a use determination under LDC §3.03(17)(B)(22) because County staff would not permit a hearing at which he could submit competent substantial evidence to support the Growth Management Director’s original determination. The Special Magistrate notes that LDC §3.03(17)(B)(22) is the only subsection of LDC §3.03(17)(B) that permits the Planning Board, rather than the Growth Management Director, to determine whether a proposed use is a permitted use under LDC §3.03(17)(B).

19\* On August 10, 2021, the Planning Board held a hearing on the application and found marinas: (i) to be similar to other permitted uses in the C-2 district based on the definition of “marina” in the Standard Industrial Classification Manual as argued by the Owner (ii) not a “commercial warehouse” as defined in the NAICS manual as argued by HCA<sup>4</sup> and therefore not prohibited within the Overlay District; and (iii) appropriate for the area of the Property because of its recreational component. The initial motion that was seconded only provided that marinas were a permitted use in C-2 as “a nature similar to those listed;” however, the board member who made the motion subsequently clarified his motion - but did not amend it – after discussion and just before the vote was taken to add the requirement that marinas were a permitted use only “by special exception.” The minutes of the meeting describe the motion approved as originally stated without the “special exception” clarification; however, on October 10, 2023 (23-1/2 months later),

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<sup>4</sup> At the July 16, 2024, hearing in this proceeding, HCA submitted a statement by Thad Crowe, AICP, senior land planner for St. Lucie County, Florida, who opined with respect to the Owner’s proposed project:

“The Standard Industrial Code classification describes Industry: 4493 – Marinas in the following words:

Establishments primarily engaged in operating marinas. These establishments ... store boats, and generally perform a range of other services....

Sub-categories under 4493 considered to be marinas include boat yards, storage and incidental repair; marine basins; and yacht basins. The proposed indoor dry boat stacked storage and marina fall into the SCI marine classification.” (emphasis added)

Accordingly, the statement supports the Planning Board’s finding that the Owner’s proposed use of the Property was as a marina and not a commercial warehouse.

without notice, the Planning Board voted to amend the minutes to add the requirement for a special exception to the language of the motion approved on August 10, 2021.<sup>5</sup>

20. Hammock Harbour argues that the actual vote was only on the original motion without the added special exception requirement because there was never a motion to amend the original motion. The County argues, consistent with the post-motion pre-vote discussion and the subsequently amended meeting minutes, that the vote included the special exception requirement. It seems clear to the Special Magistrate from the video of the meeting that the Commissioners understood they were voting on the revised motion. However, to the extent Robert's Rules of Order apply to Planning Board proceedings, the added special exception language constituted an amendment or subsidiary motion to the original motion and should have been seconded, discussed and voted on before a final vote on the original motion. See <https://www.doi.gov/sites/doi.gov/files/6-roberts-rules.pdf> Nevertheless, for the reasons stated below, the Special Magistrate does not need to resolve this dispute.

21. On July 11, 2023, Hammock Harbour submitted to the Flagler County Technical Review Committee (the "TRC") an Application for Site Development Plan Less Than 5 Acres, (the "TRC Application") to remove the existing buildings and construct the proposed marina development. On August 16, 2023, County staff met as the Technical Review Committee and provided comments in response to the site plan application. On February 28, 2024, Hammock Harbour responded to the comments.

22. On April 1, 2024, the County denied the TRC Application on the sole ground that its project was not a permitted use as a matter of right and could be considered only as a special exception. Specifically, the County's notice of the TRC's action in response to the Application is as follows:

"This application – submitted on July 11, 2023 – sought a modification of a site plan in the C-2 (General Commercial and Shopping Center) zoning district. The modification request did not include its precedent requirement for Special Exception review and approval. As you recall, in response to your request for a use determination on the subject parcel, the Planning and Development Board on August 10, 2021 determined that a boat storage facility is a permissible use (and is not otherwise prohibited) within the C-2 zoning district, but must proceed as a Special Exception use. Please note that the determination by the Board was affirmed through a correction to the approved minutes (see attachment).

No appeal of the Board's determination was filed.<sup>6</sup> As such, your site plan application is denied. Please submit an application for Special Exception." (emphasis added)

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<sup>5</sup> The record does not reflect why the issue was raised at the Planning Board's October 10, 2023, meeting or the discussion or vote that led to the revision or correction of the original minutes.

<sup>6</sup> In its initial response to the Hammock Harbour's petition, the County took the position that the Planning Board's use determination was appealable, and, therefore, because Hammock Harbour did not appeal the

22.\* On April 4, 2024, Hammock Harbour filed a petition for relief, invoking the alternative dispute resolution procedures under Section 70.51, Florida Statutes. Hammock Harbour's petition for relief was timely and this matter is ripe and properly before the Special Magistrate

23. On April 19, 2024, the County filed a response to Hammock Harbour's petition.

24.\* As noted above, on May 30, 2024, the parties mediated the dispute in accordance with FLUEDRA. The HCA and other interested parties participated. The mediation ended in an impasse. However, it is noteworthy that at the end of the mediation Mr. Million asked the question: "If a marina is not a "commercial recreational use" specifically permitted under LDC §3.03(17)(B)(23)(x), where does it fit in the LDC?" No one had a response although counsel for the HCA had argued that some prior marinas had been proposed within PUD's.

25. Also as noted above, on July 16, 2024, Hammock Harbour and the County held a hearing, in accordance with FLUEDRA. In addition to argument, the parties submitted record evidence. Mr. Million, manager of Hammock Harbour, testified on behalf of Hammock Harbour, and Mr. Adam Mengel, the County's Growth Management Director, testified on behalf of the County. Mr. Dennis Bayer, Esq. appeared and advocated on behalf of the HCA. Mr. Brent Spain, Esq. appeared and advocated on behalf of Ms. Kathy Viehe. Other members of the public testified or provided written comment which the Special Magistrate has considered.

26. The County contends that the TRC's action denying the site plan application does not constitute a "development order" because the Planning Board determined that the Owner's proposed use of the property is a permitted use under C-2, subject only to special exception review. Accordingly, the County argues that the requirement to go through the special exception process does not constitute a denial of the Owner's site plan sufficient to constitute a "development order" under FLUEDRA. The County also argues that the County Staff is bound by the Planning Board's determination absent further direction or determination by the County Commission.

27. Hammock Harbour contends that the Planning Board's amendment of its minutes to add the "special exception" clarification to the original approved motion after-the-fact and TRC's action denying the site plan application based on Hammock Harbour's failure to submit the application as one for a special exception constitutes a "development order" which is unreasonable and unfairly burdens its property. It seeks the right to have the TRC review its application without submitting it as a "special exception" request for the following reasons:

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Board's post-hearing minute modification of its August 10, 2021, determination, that determination constituted the law of the case with respect to its ruling. However, at the July 16, 2024, hearing, the County acknowledged that the Board's decision was a legislative function that was not subject to appeal. Accordingly, it did not raise that argument in its post-hearing memorandum.

(i) Hammock Harbour's proposed use is specifically permitted as one of the "commercial recreational uses" permitted under LDC 3.03.17(B)(23)(x);

(ii) to the extent it may be argued such use is not a specifically permitted use under LDC 3.03.17(B)(23), it has been found by the Planning Board to be a specifically permitted use under LDC 3.03.17(B)(22) without application of the improper special exception requirement added to the original motion prior to the vote on August 10, 2021, and by the October 10, 2023, amendment to the August 10, 2021 minutes.

28. None of the parties or participants argued that the proposed use of the property is not a permitted use under C-2. The only issue for the magistrate is whether the site plan approval process should be done by staff (i) as a review for technical compliance with zoning requirements or (ii) as a special exception which requires a public hearing before the Planning Board and which allows for conditions to be imposed on the use.

**SPECIAL MAGISTRATE'S FINDINGS  
REGARDING WHETHER HAMMOCK HARBOUR'S  
SITE PLAN APPLICATION SHOULD BE REVIEWED  
BY THE TRC ONLY FOR TECHNICAL COMPLIANCE WITH  
THE C-2 ZONING REQUIREMENTS OR AS A SPECIAL EXCEPTION IN C-2**

**THE TRC'S DETERMINATION  
CONSTITUTES A DEVELOPMENT ORDER**

1. Initially, as noted above, Section 70.51(2)(a) defines a "development order" as "any ... notice of proposed ... regional governmental agency action, which is or will have the effect of ... denying, or granting with conditions an application for a development permit...." And Section 70.51(2) (b) defines "development permit" as "any building permit, ...certification, special exception, variance or any other similar action of local government ... which has the effect of developing real property...."

2. The Special Magistrate finds that the TRC's notice which specially denies the Owner's Application for Site Plan Approval is a "development order".

**THE OWNER'S PROPOSED USE IS A MATTER OF RIGHT AND NOT  
SUBJECT TO AN APPLICATION FOR A SPECIAL EXCEPTION**

**The Owner's Proposed Use Is Expressly  
Permitted under LDC §3.03.17(B)(23)(x).<sup>7</sup>**

3. All development within unincorporated Flagler County must be done in compliance with the Flagler County Comprehensive Plan. § 163.3161(6), Florida Statutes.

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<sup>7</sup> The Special Magistrate understands his decision on this issue is subject to objection as being barred by the law of the case in the certiorari case described above. It is nevertheless his opinion based on his review of the applicable LDC provisions and other statutes described below.

4. Under Section 163.3202(1), Florida Statutes, each county is required to adopt land development regulations that are consistent with and implement the county's comprehensive plan within one year of its adoption.

5. The County originally adopted its Comprehensive Plan in 1991 and has amended it since.

6. The Coastal Management Element of the Flagler County Comprehensive Plan sets forth the County's policy to: "(a) locate marinas and other multi-slip docking facilities in upland areas; (b) prioritize public use marinas and other water-oriented recreation in the marine commercial areas; (c) allow public use marinas in commercial zoning districts; and (d) encourage dry dock storage facilities rather than wet slip docking facilities." Comprehensive Plan, Objective E.1.7. (emphasis added) <sup>8</sup>

7. The County also established a Manatee Protection Plan ("MPP") in April 2016 (i.e., before the Owner acquired the Property). Although the MPP is not a land use ordinance, the Florida Fish and Wildlife Conservation Commission ("FWC") and the U.S. Fish and Wildlife Service ("USFWS") utilize the MPP recommendations in their review of statutes and federal regulatory permits as commenting agencies, including permits for future waterfront development projects during the federal permit process. The MPP identifies Owner's Property as property which could be expanded in the future for use as a boating facility and as a "preferred" site for a boat facility. The MPP also specifically states that the Property "is anticipated to be converted into a dry storage facility in the future [with] up to 200 dry slips." (emphasis added),

8. C-2 is a bifurcated zoning district within the LDC encompassing both shopping center and general commercial uses. The LDC lists twenty-one specific shopping center uses. LDC §3.03.17(B)(1) – (21). The LDC also lists general commercial uses which include (i) all of the shopping center uses plus (ii) twenty-three other uses. LDC §3.03.17(B)(23)(a) – (x). Finally, the LDC lists 12 "permitted special exceptions." LDC §3.03.17(C)(1) – (12).

9. Because the Coastal Management Element of the Comprehensive Plan specifically provides for the location of public use marinas in commercial zoning districts, the Owner's proposed marina must be either (i) an expressly permitted use under LDC §3.03.17(B)(22) or (23)(a) – (x) or (ii) a permitted special exception under LDC §3.03.17(C)(1) – (12).<sup>9</sup>

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<sup>8</sup> Objective E.1.7 also contains other specific requirements relating to parking areas, non-water dependent facilities, and fueling facilities.

<sup>9</sup> The Property is located in the A1A Scenic Overlay District, LDC 3.06.11 which (i) prohibits certain uses of land within the A1A Scenic Corridor which would otherwise be allowed in C-2, such as outdoor storage, boat repair, and boat sale establishments, see LDC §3.03.17(C) (1) – (12) and (ii) provides additional requirements related to architectural standards, accessory structures, exterior walls, access standards, and parking standards. Marinas, including dry stack boat storage facilities, are not specifically prohibited under

10. The list of permitted uses under LDC §3.03.17(B) specifically includes “[c]ommercial recreational uses.” LDC §3.03.17(B)(23)(x).

11. As noted above, the Coastal Management Element of the Flagler County Comprehensive Plan specifically approves the location of “public use marinas and other water-oriented recreation” in “commercial zoning districts” and “encourage[s] dry dock storage facilities rather than wet slip docking facilities.” (emphasis added)

12. In addition, Section 342.07(2), Florida Statutes., which was not made part of the record for the Planning Board’s consideration, states:

“As used in this section, the term “recreational and commercial working waterfront” means a parcel or parcels of real property which provide access for water-dependent commercial activities... or provide access for the public to the navigable waters of the State. Recreational and commercial working waterfronts require direct access to or a location on, over, or adjacent to a navigable body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels to the waters of the State or that are support facilities for recreational, commercial, research, or governmental vessels. These facilities include public lodging establishments, docks, wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities, commercial fishing facilities, boat construction facilities, and other support structures over the water. . . .” (emphasis added)

13. Although the term “marina,” is not specifically listed as a permitted use under LDC §3.03.17(B)(22) or (23)(a) – (x), the term “commercial recreational uses” in LDC §3.03.17(B)(23)(x) unquestionably includes “public use marinas” as authorized under the Coastal Management Element of the Comprehensive Plan.<sup>10</sup>

14. Even if there were some ambiguity in the use of the identical terms in LDC §3.03.17(B)(23)(x) and the Coastal Management Element of the Comprehensive Plan (which there isn’t), that ambiguity would be subject to resolution in favor of the Owner under *Rinker Materials Corp. v. City of North Miami*, 286 So.2d 552, 553 (Florida.

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LDC §3.03.17(C) (1) – (12) within the A1A Scenic Corridor Overlay District, and neither the County nor any of the other participants argued Hammock Harbour’s site plan did not comply with the requirements of the Scenic Overlay District.

<sup>10</sup> Hammock Harbour correctly notes that if marinas are not included somewhere in LDC §3.03.17, Flagler County has been in violation of Section 163.3202(1), Florida Statutes, since the inception of its land development code.

1973)(“Since zoning regulations are in derogation of private rights of ownership, words used in a zoning ordinance should be given their broadest meaning when there is no definition or clear intent to the contrary and the ordinance should be interpreted in favor of the property owner.”)(emphasis added)

15. Accordingly, for all of the reasons stated above, the Special Magistrate finds that the Owner’s proposed use of the Property for a commercial recreational marina with dry-stack boat storage should be an allowable specifically permitted use under LDC §3.03.17(B)(23)(x).

**Alternatively, The Owner’s Proposed Use Was Properly Determined by the Planning Board To Be Expressly Permitted under LDC §3.03.17(B)(22) but Erroneously Determined to be Subject to the Special Exception Requirements of LDC §3.07.03**

16. As noted above, the Owner submitted its Application for Use Determination with the Planning Board, seeking a determination that its proposed marina with dry-stack storage was a permitted use in C-2 based on LDC §3.03(17)(B)(22), which provides:

“[o]ther commercial uses of a nature similar to those listed may be permitted upon determination by the planning board that such uses are appropriate in the C-2 district. The standard industrial classification manual will be used as a reference for these determinations.”

17. Hammock Harbour’s application requested a determination that its intended marina use was (i) “of a nature similar to” the “commercial recreational use” specifically permitted under LDC §3.03(17)(B)(23)(x).

18. Because the issue was presented to the Planning Board under LDC §3.03(17)(B)(22), the Board properly considered the Standard Industrial Classification Manual (“SIC Manual”) and North American Industrial Classification System Manual (“NAICS Manual”) definitions of “marina” and “commercial warehouse” (a specifically prohibited use in C-2 under LDC §3.03.17(B)(12)), and properly concluded that the Owner’s proposed marina was “of a nature similar to” the “commercial recreational use” permitted under LDC §3.03.17(B)(23)(x) and not a “commercial warehouse.”

19. The County correctly argues that determination of the Planning Board was a legislative act regarding C-2 districts generally, and such a determination is a discretionary decision of the Planning Board, subject to a fairly debatable standard of review and not appealable under the LDC.

20. However, Hammock Harbour correctly argues that under LDC §3.03.17(B), the Planning Board is not authorized to (i) make a use determination under any of the other sub-sections of LDC §3.03.17(B) or (ii) determine whether a use may only be permitted

as a special exception under LDC §3.07.03. Under LDC §2.01.02(b)(1), the Growth Manager is charged with the initial responsibility for making those determinations.

21. The Planning Board's determination is also directly contradictory to LDC 3.08.02. That section defines a "special exception" as "[a] land use that is not similar in nature to the uses permitted in the district for which application is made." Because the Planning Board first determined that a marina with dry stack storage "was similar in nature" to the "commercial recreational use" permitted under LDC §3.03.17(B)(23)(x), it was precluded from permitting that use only as a "special exception."<sup>11</sup>

22. Accordingly, the Planning Board's decision that a marina with dry-stack storage is a commercial use "of a nature similar to those listed" meant that as a matter of law marinas are expressly permitted uses in C-2 and cannot be subject to the special exception requirements of LDC §3.07.03. Thus, the ultimate use determination of the Planning Board, including the disputed clarification, that a marina with dry stack storage is a permitted use in C-2 but only as a special exception is clearly erroneous and not fairly debatable.

23. For all of the reasons stated above, the Special Magistrate finds that the Owner's proposed use of the Property for a commercial recreational marina with dry-stack boat storage should be allowed as a specifically permitted use under LDC §3.03.17(B)(22) without having to meet the requirements of a special exception. Accordingly, the Special Magistrate makes the alternative finding that Hammock Harbour should be entitled to have its Application for Site Plan Approval reviewed by the TRC only for compliance with the requirements of LDC §3.03.17(D) – (Fa) and the requirements of the A1A Coastal Scenic Overlay.

### **Matters Raised by Interested Parties**

24. One of the immediately adjacent neighbors expressed concern at the July 16, 2024, hearing about the noise that would be caused by the Owner's use of a heavy-duty forklift and the general noise that would be admitted by the patrons of the marina and restaurant proposed to be built on the Property.<sup>12</sup>

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<sup>11</sup> Despite this finding, the Assistant County Attorney correctly argues that County staff did not have authority under the LDC to contravene the use determination made by the Planning Board without further direction or determination by the County Commission. Accordingly, the TRC was bound by the Planning Board's erroneous determination to make the decision that it did which can only be changed by the Planning Board itself or the County Commission.

<sup>12</sup> The special Magistrate notes that other expressly permitted uses of the Property under C-2 include bars, bowling alleys, day care centers, night clubs, and restaurants, all of which would subject the nearby residents to an above average amount of noise if the property were not subject to the covenant that restricts its use to a "boatyard and related uses."

25. The Special Magistrate has also reviewed the HCA's historical summary and analysis of the C-2 zoning provisions. To the extent they are inconsistent with the Special Magistrate's findings in this Report and Recommendation, they are rejected.

### **SPECIAL MAGISTRATE'S DETERMINATION AND RECOMMENDATION**

For all of the foregoing reasons, the Special Magistrate determines that the Planning Department's determination that marinas, including marinas with dry stack storage, are a permitted use under LDC §3.03(17)(B)(22) but only as special exceptions and the TRC's mandatory application of the special exception requirement are unreasonable and unfairly burden the Owner's use of the Property. See, *Ocean Concrete, Inc. v. Indian River County, Board of County Commissioners*, 241 So.3d 181 (Florida. 4th DCA 2018) (inordinate burden prong satisfied under Bert Harris Act where development was a permitted use under zoning code).<sup>13</sup> Accordingly, the Special Magistrate recommends the following alternatives to avoid future litigation over the issues considered in this proceeding:

1. After notice and hearing, the Planning Board sua sponte reconsider its determination on the Owner's Application for Use Determination and determine that a marina with dry stack storage is a specifically permitted use under the Coastal Management Element of the Flagler County Comprehensive Plan and LDC §3.03.17(B)(22) that does not require an owner to submit an application for a special exception to obtain site plan approval by the TRC, and the TRC forthwith thereafter consider the Owner's TRC Application.

2. To reduce the noise from the marina and/or restaurant operation for the benefit of the neighbors to the north and south, the Owner agree to revise its site plan to:

- a. specifically provide for the use of only an electric marine forklift or forklifts in connection with the marina/dry stack storage operation, see e.g., <https://wigginslift.com/>; and
- b. increase the height of the landscape "buffer" between the property and the neighbors to the north and south from 6' to 8'.

3. Nothing in this report and recommendation is intended to limit or restrict any members of the public from commenting on, objecting to, or participating in the TRC's review of the Owner's site plan to the extent permitted by law.<sup>14</sup>

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<sup>13</sup> The burden imposed here is particularly significant given that, at the prior request of the County, the Property is subject to a restrictive covenant permitting only "boatyard and related uses". As such, Hammock Harbour reasonably argues that the County has effectively restricted the use of the Property while then denying permission to engage in that very use.

<sup>14</sup> While this recommendation does not address the issues of estoppel or detrimental reliance, the Special Magistrate notes that the conclusion reached herein is generally consistent with the positions previously

Dated: October 29, 2024



Terrance E. Schmidt  
Special Magistrate

cc: State of Florida  
Department of Legal Affairs  
The Capitol PL-01  
Tallahassee, Florida 32399-1050

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taken by the Planning Director, the Planning and Zoning Department Staff, the Planning and Development Board, the Flagler County Board of County Commissioners as well as guidance provided by the Assistant County Attorney.

