



Flagler County Board of County Commissioners Meeting Agenda

December 2, 2024 • 9:00 a.m.

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

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

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

1. **Pledge to the Flag and Moment of Silence**
2. **Additions, Deletions and Modifications to the Agenda**
3. **Announcements by the Chair**
4. **Recognitions, Proclamations and Presentations:**
 - 4a) **Recognitions:** None
 - 4b) **Proclamations:** None
 - 4c) **Presentations (3-5 Minutes):** **Flagler County Annual Investment Performance Review for the Year Ended September 30, 2024** (*Requested by Tom Bexley, Clerk of the Circuit Court and Comptroller and Presented by Scott Sweeten with PFM Asset Management LLC.*)
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 - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of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 November 8, 2024
 - 2) Disbursement Report for Week Ending November 15, 2024
 - 6b) **Clerk: Approval of Board Meeting Minutes:** None
 - 6c) **Sheriff: Consideration to Transfer Funds from the Crime Prevention Fund (Fund 1196) Reserves to Operating for the Public Safety Coordinating Council Grant:** Request the Board approve the Budget Transfer. (*Requested by E. John Brower, Financial Services Director*)

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) Request the Board Declare Items as Surplus, Removal from the County Fixed Assets and Authorize Purchasing to Dispose of Surplus Property Pursuant to the Fixed Asset Policy:** Request the Board declare items as surplus, removal from the County's fixed asset inventory and authorize Purchasing to dispose of surplus property pursuant to the Fixed Asset policy. *(Requested by Robert Rounds, Purchasing Manager and Richard Zufelt, Property Control Agent)*
- 7-c) Consideration of Approval of Ranking and Award of Continuing Professional Services Agreements for Request for Statement of Qualifications (RSQ) No. 24-042Q for Construction Engineering & Inspection (CEI) Services for Capital Improvement Plan projects:** Request the Board approve the Selection Committee's recommended ranking and authorize the Chair to execute Professional Services Agreements, approved as to form by the County Attorney for RSQ No. 24-042Q with the seven (7) highest ranked firms. *(Requested by Hamid Tabassian, County Engineer and Robert Rounds, Purchasing Manager)*
- 7-d) Consideration of Approval of Ranking and Award of Continuing Professional Services Agreements for Request for Statement of Qualifications (RSQ) No. 24-045Q for Design Services for Capital Improvement Plan Projects:** Request the Board approve the Selection Committee's recommended ranking and authorize the Chair to execute Professional Services Agreements, approved as to form by the County Attorney for RSQ No. 24-045Q with the eight (8) highest ranked firms. *(Requested by Hamid Tabassian, County Engineer and Robert Rounds, Purchasing Manager)*
- 7-e) Consideration and Approval of Recommended Final Ranking of Request for Statement of Qualifications (RSQ) 24-050Q for Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment Project:** Request the Board approve the Selection Committee's recommended final ranking of Request for Statement of Qualifications 24-050Q, Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment and authorize staff to negotiate a contract with Moffatt & Nichol, Inc. Upon final completion of negotiations, staff will bring the contract to the Board for approval. *(Requested by Hamid Tabassian, County Engineer and Robert Rounds, Purchasing Manager)*
- 7-f) Consideration of Bid Award 25-003B and Contract Approval for Nutrition Program for the Elderly to G.A. Food Services of Pinellas County, LLC., Not To Exceed \$165,000.00:** Approval of bid award and contract to G.A. Food Services of Pinellas County, LLC, for providing food for the Nutrition Program for the Elderly and authorize the Chair to execute the agreement as approved by the County Attorney. *(Requested by Joseph Hegedus, Health & Human Services Director and Robert Rounds, Purchasing Manager)*
- 7-g) Consideration of Cooperative Purchase Contract #25-016PB for Public Safety Equipment:** Request the Board approve the annual spend for the term of the contract listed above and authorize the Chair to execute the contract. *(Requested by Robert Rounds, Purchasing Manager)*

- 7-h) **Consideration of Letter of Intent in Support of the Jacksonville District of the U.S. Army Corps of Engineers (USACE) Requesting Federal Funds for the New Flagler County Back Bay and Shoreline Coastal Storm Risk Management (CSRM) Feasibility Study:** Request the Board authorize the Chair to sign the Letter of Intent in support of the USACE requesting federal funds for the new Flagler County Back Bay and Shoreline CSRM Feasibility Study. *(Requested by Hamid Tabassian, County Engineer)*
- 7-i) **Consideration of Approval for Courtroom A/V Upgrades at the Kim C. Hammond Justice Center:** Staff recommends approval of the award for this work to Clark for continuity of existing work and compatibility with existing equipment. *(Recommended by Matt Rivera, Chief Information Officer)*
- 7-j) **Consideration for Acceptance of Flagler County Sheriff's Donation of 2011 Carolina Skiff Boat and Trailer to Flagler County Fire-Rescue:** Staff recommends acceptance of Flagler County Sheriff's donation of 2011 Carolina Skiff Boat and Trailer. *(Requested by Percy Sayles, Deputy Fire Chief)*
- 7-k) **Approval of Unanticipated Revenue Resolution to Allocate Florida Firefighter Cancer Decontamination Equipment Grant Program for Fiscal Year 2024-2025:** Adopt the Unanticipated Revenue Resolution. *(Requested by Michael Tucker, Fire Chief)*
8. **General Business:** *Presentations limited to 15 minutes with public comments limited to 3 minutes per speaker.*
- 8-a) **Resolution of Intent to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments for Beach Renourishment in the Unincorporated Areas of the Barrier Island:** Adopt Resolution of Intent to Collect Special Assessment for Beach Renourishment in the Unincorporated Area of the Barrier Island. *(Requested by Heidi Petito, County Administrator)*
- 8-b) **Consideration for Approval of Purchase and Sale Agreement with Marjorie D. McCraney for the Purchase of Eight Contiguous Parcels of Land Totaling 27.49+/- Acres Utilizing Environmentally Sensitive Lands (ESL) Program Funds:** Request the Board approve Budget Transfer and the Purchase and Sale Agreement with Marjorie D. McCraney, subject to any adjustments made by the County Attorney to the Agreement for title purposes and for other terms, for the purchase of eight contiguous parcels of land totaling 27.49+/- acres for a purchase price not to exceed \$1,245,000 using Environmentally Sensitive Lands (ESL) Program Funds and to otherwise approve the closing of the transaction upon satisfaction of all terms within the Purchase and Sale Agreement. *(Requested by Adam Mengel, Growth Management Director)*
- 8-c) **QUASI-JUDICIAL – Request for Approval of a Final Plat for Hunter's Ridge Storage; Parcel Number: 22-14-31-0000-01010-0110; 10.44+/- acres. Owner: Hunters Ridge Airport Road LLC; Agent: ARCO/Murray. (Application No. 3311/Project No. PLAT-000742-2022):** Options for the Board: The Board finds that the final plat for Hunter's Ridge Storage is consistent with the Comprehensive Plan, the Land Development Code, the Hunter's Ridge DRI Development Order, and the Hunter's Ridge Storage PUD Development Agreement and PUD Site Development Plan, and: Approves; Denies; or Continues. *(Requested by Adam Mengel, Growth Management Director)*

9. **Public Hearings:** None

10. Additional Reports and Comments:

10-a) County Administrator Report/Comments

10-b) County Attorney Report/Comments

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

10-d) Commission Reports/Comments/Action

11. Adjournment

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

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



FLAGLER COUNTY, FLORIDA

Investment Performance Review For the Year Ended September 30, 2024

Client Management Team

Scott Sweeten, BCM, CFS, Sr. Managing Consultant
Richard Pengelly, CFA, CIMA, CTP, Managing Director

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Agenda

- Market Update
- Account Summary
- Portfolio Review

Market Update

Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ A labor market that reached better balance and support consumer activity
 - ▶ Inflation that has made meaningful progress towards the Federal Reserve's (Fed) 2% target, although shelter costs remain a headwind
 - ▶ Resilient economic growth and consumer spending that support the 'soft landing' scenario



- ▶ Fed begins the easing cycle
 - ▶ The Fed cut the federal funds target rate by 50 basis points (bps) to 4.75% - 5.00% at its September FOMC meeting
 - ▶ Fed officials note they have gained greater confidence the risks to their dual mandate are "roughly" in balance
 - ▶ The Fed's September "dot plot" implies 50 bps of additional cuts in 2024 and 100 bps through 2025



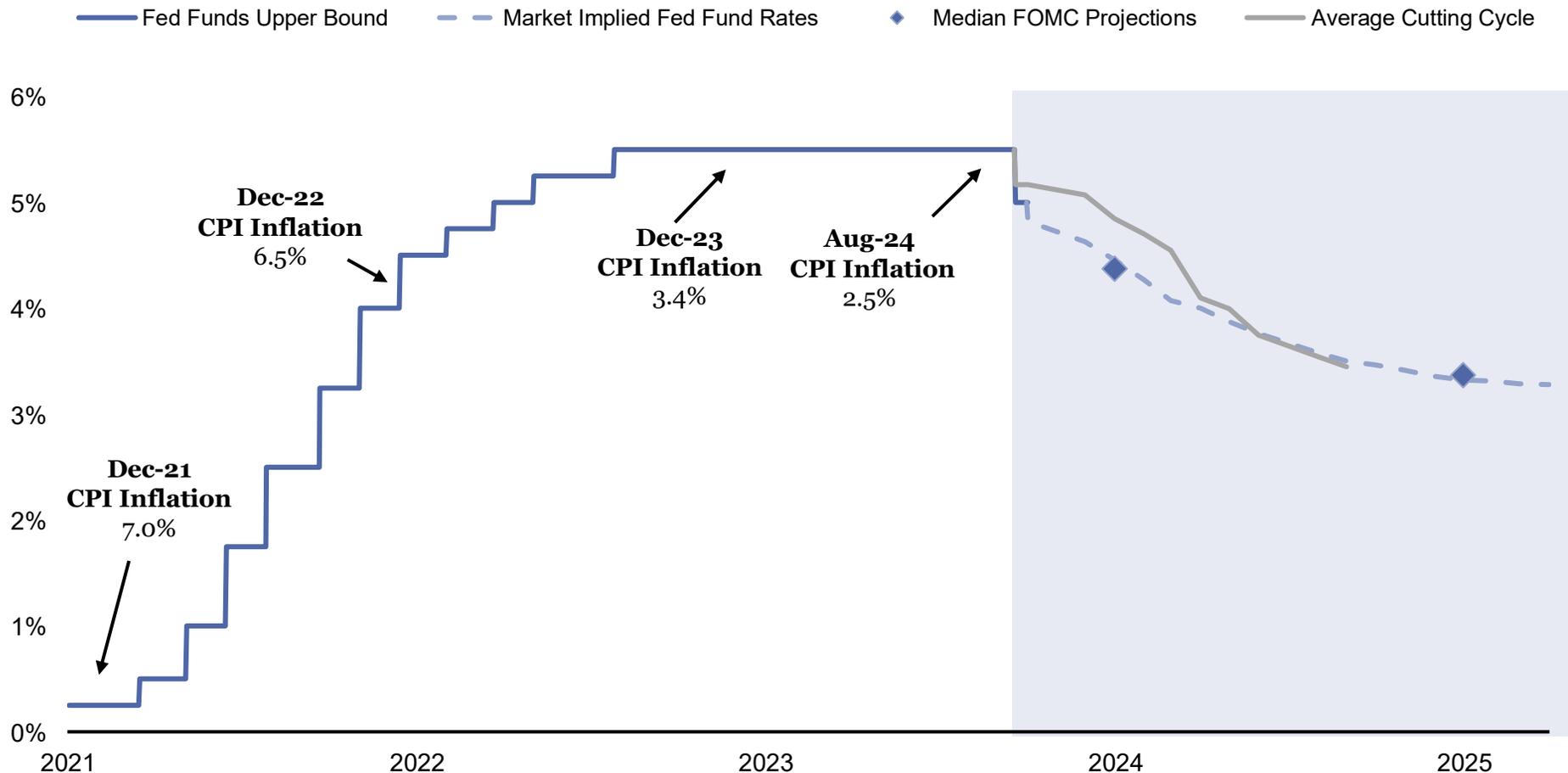
- ▶ Treasury yields continued their descent
 - ▶ Yields on maturities between 3 months and 10 years fell 62-112 bps during the 3rd quarter
 - ▶ The yield curve began to disinvert in the 3rd quarter as the spread between the 2-year and 10-year Treasury reached positive territory for the first time in over 2 years
 - ▶ Despite intra-quarter spread widening, yield spreads across most credit sectors were range bound at tight levels, reflecting the strength of the economy

Source: Bloomberg Finance L.P., as of September 30, 2024.

The Fed Begins the Cutting Cycle With 50bps

Fed Chair Powell: “[I]f we’d have gotten the July [jobs] report before the [July FOMC] meeting would we have cut, well we might have.”

Federal Funds Rate

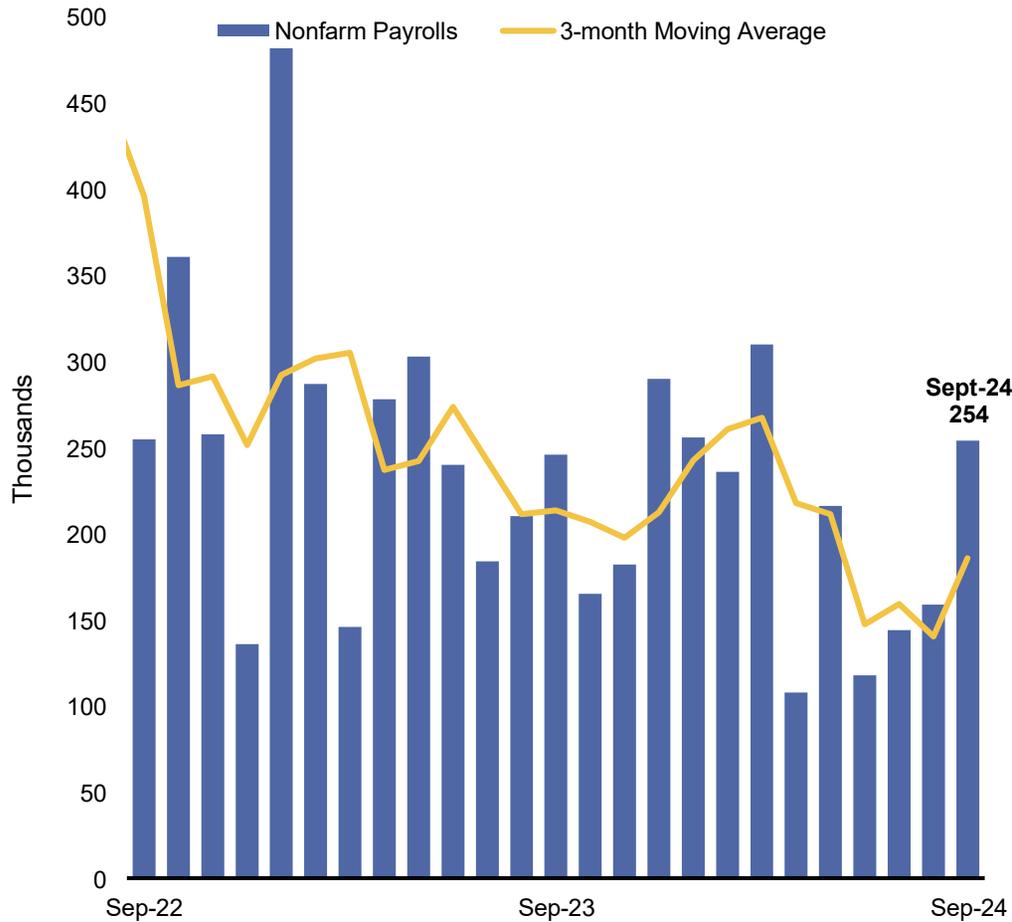


Source: Federal Reserve Chair Jerome Powell Press Conference as of September 18, 2024; Average Cutting Cycle represents the average change in the Fed Funds Rate for the first 10 months of a cutting cycle back to 1988. Market Implied Fed Funds as of September 30, 2024. Bloomberg Finance L.P. CPI inflation and Nonfarm payrolls from Bureau of Labor Statistics and Bloomberg Finance L.P.

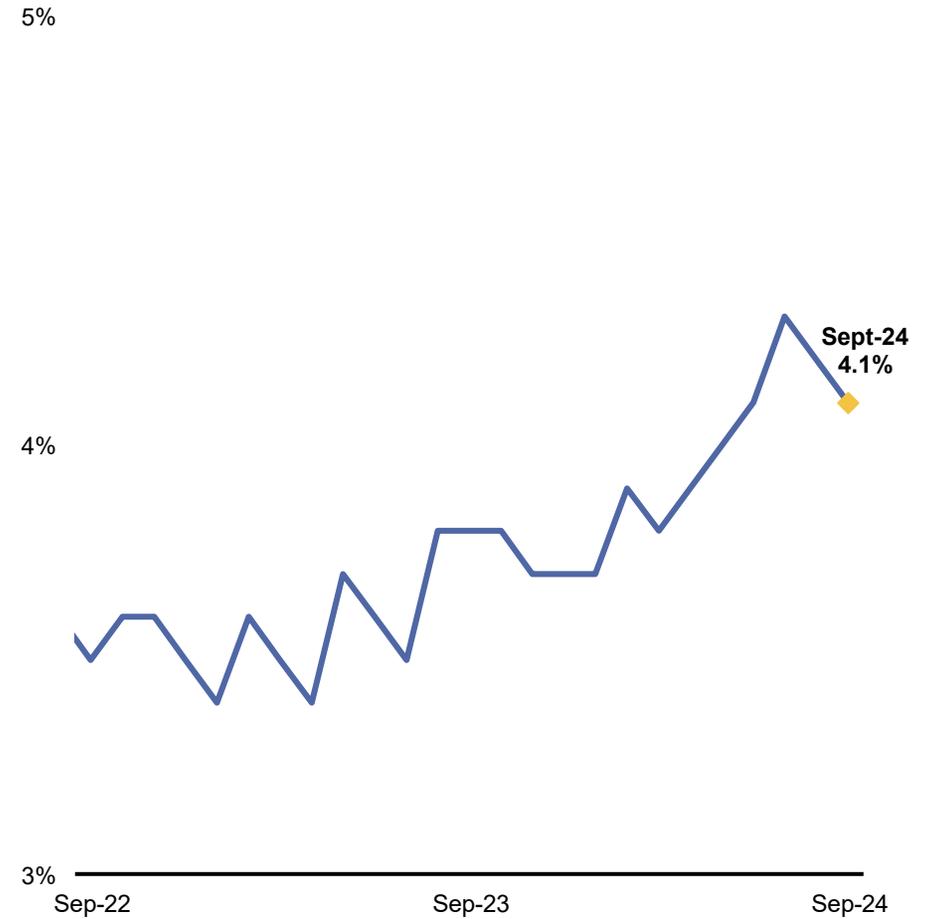
Labor Market Moves Into Better Balance

Fed Chair Powell: "...labor market conditions have cooled off by any measure ... [but] the level of those conditions is actually pretty close to what I would call maximum employment"

Monthly Change In Nonfarm Payrolls



Unemployment Rate



Source: Federal Reserve Chair Jerome Powell Press Conference as of September 18, 2024; Bureau of Labor Statistics and Bloomberg Finance L.P., as of September 2024. Data is seasonally adjusted.

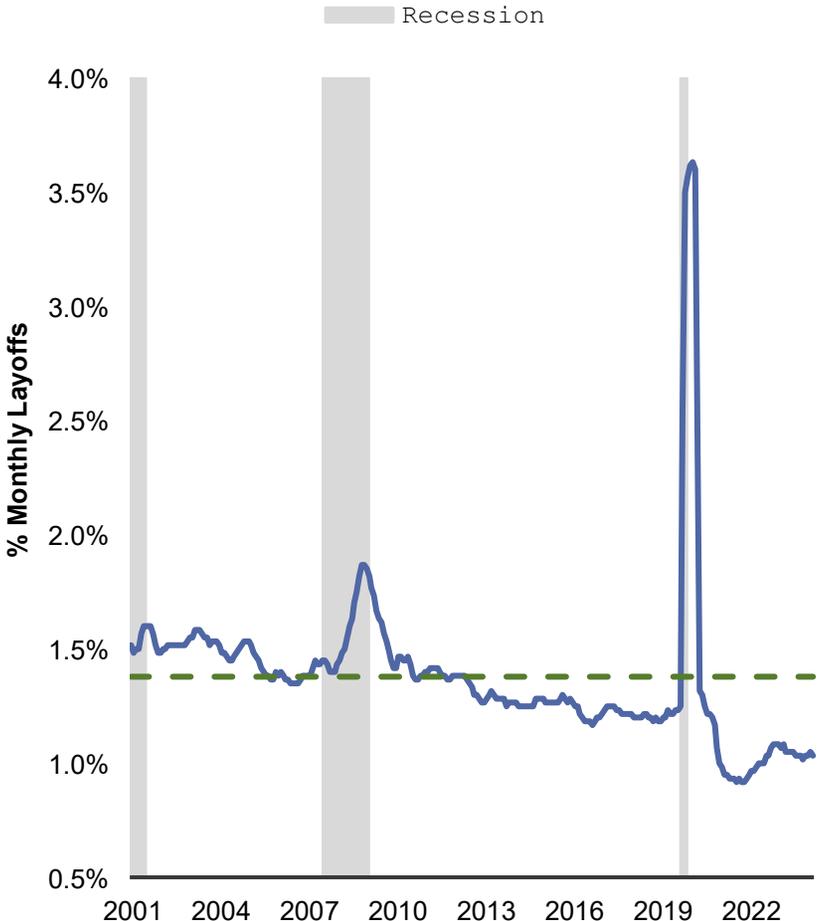
Hiring Plans Return to Long Run Averages While Layoffs Remain Near Historic Lows

Fed Chair Powell: "...we're not seeing rising claims. We're not seeing rising layoffs ... there is thinking that the time to support the labor market is when it's strong and not when you begin to see the layoffs"

Survey of Business's Plans to Hire
Net Percent ("Increase" minus "Decrease")



Layoffs – 6-Month Moving Average



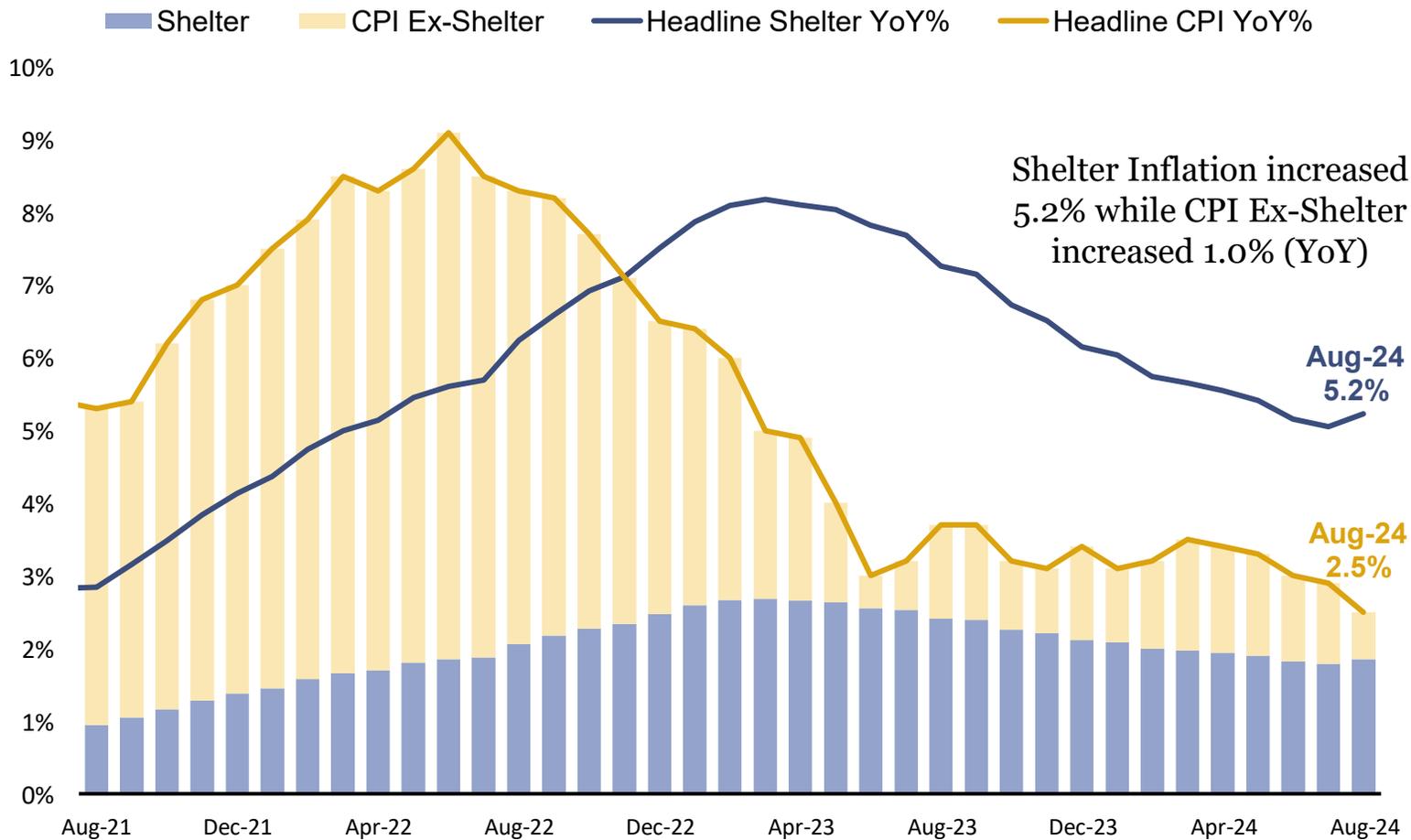
Source: Federal Reserve Chair Jerome Powell Press Conference as of September 18, 2024; National Federation of Independent Businesses, Bureau of Labor Statistics, and Bloomberg Finance L.P., as of August 31, 2024.

Inflation Trends Lower

Fed Chair Powell: “[H]ousing inflation is the ... one piece that is kind of dragging a bit ... it’s been slower than we expected”

Consumer Price Index (CPI)

Top-Line Contributions, Year-over-Year Changes



The shelter component of CPI continues to remain outsized accounting for 74% of the increase in the headline figure

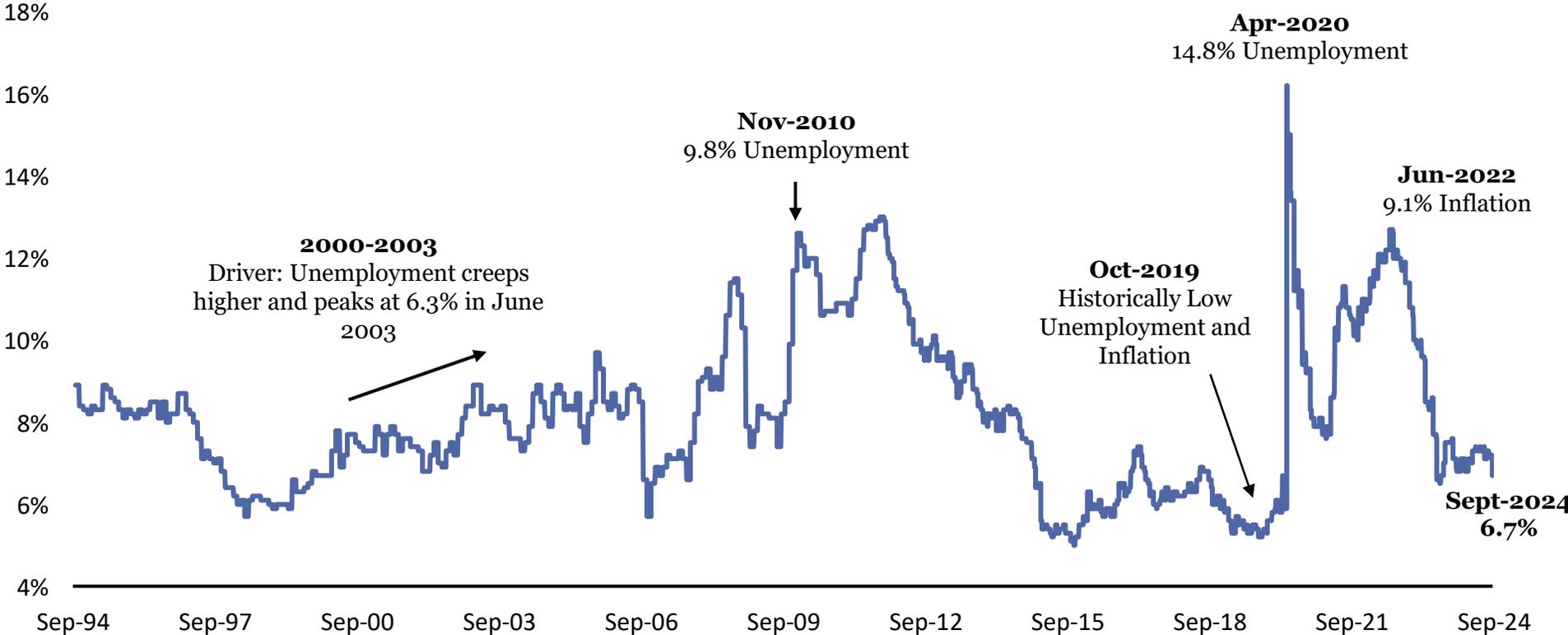
Source: Federal Reserve Chair Jerome Powell Press Conference as of September 18, 2024; Bureau of Labor Statistics and Bloomberg Finance L.P., as of August 2024.

Inflation and Labor Market Conditions Leave the Consumer Well-Positioned

The “**Misery Index**” is a measure of economic distress and is calculated as the sum of CPI and the Unemployment Rate. The Fed’s long-run estimate of full employment at 4 - 5% and an inflation target of 2% would produce a Misery Index reading of 6 - 7%.

Misery Index

CPI Inflation + Unemployment Rate



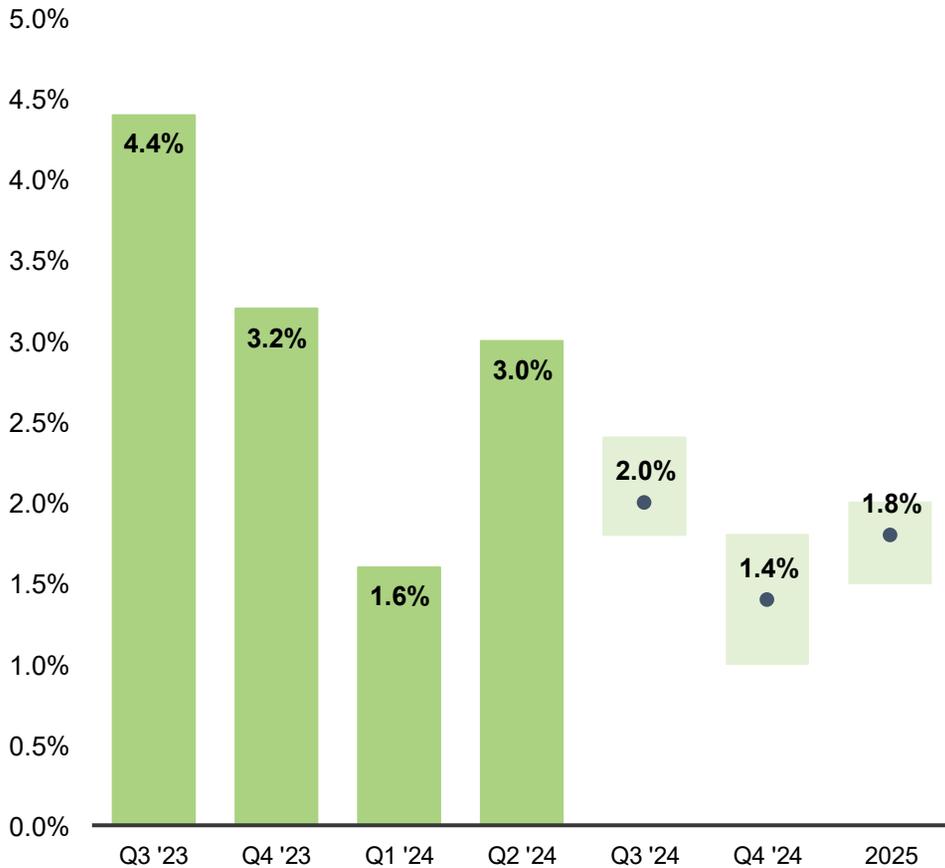
Source: Bloomberg Finance L.P., as of September 2024.

Consumer Activity Remains Solid

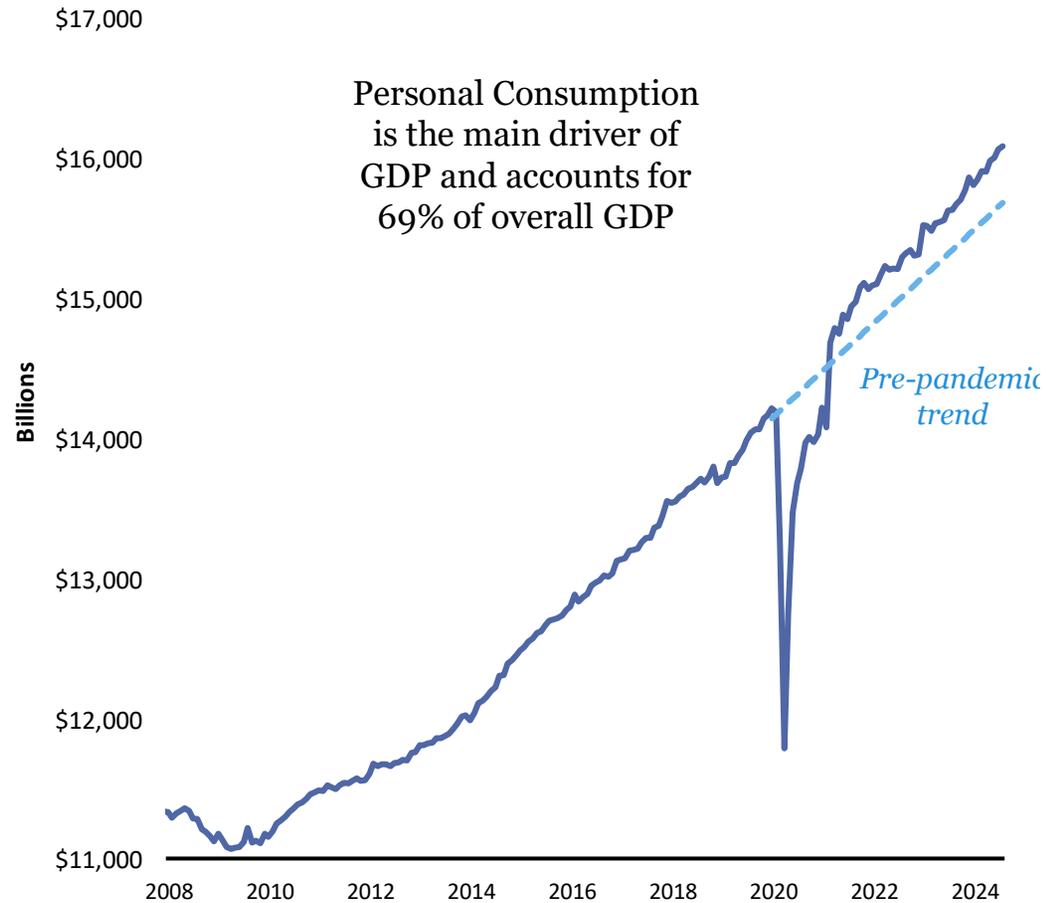
Fed Chair Powell: “...if you look at the growth in economic activity data—the [September] retail sales data [and] second quarter GDP—all of this indicates an economy that is still growing at a solid pace.”

U.S. GDP Forecasts Annualized Rate

■ Actual ■ Range ● Median of Forecasts



U.S. Real Personal Consumption Expenditure

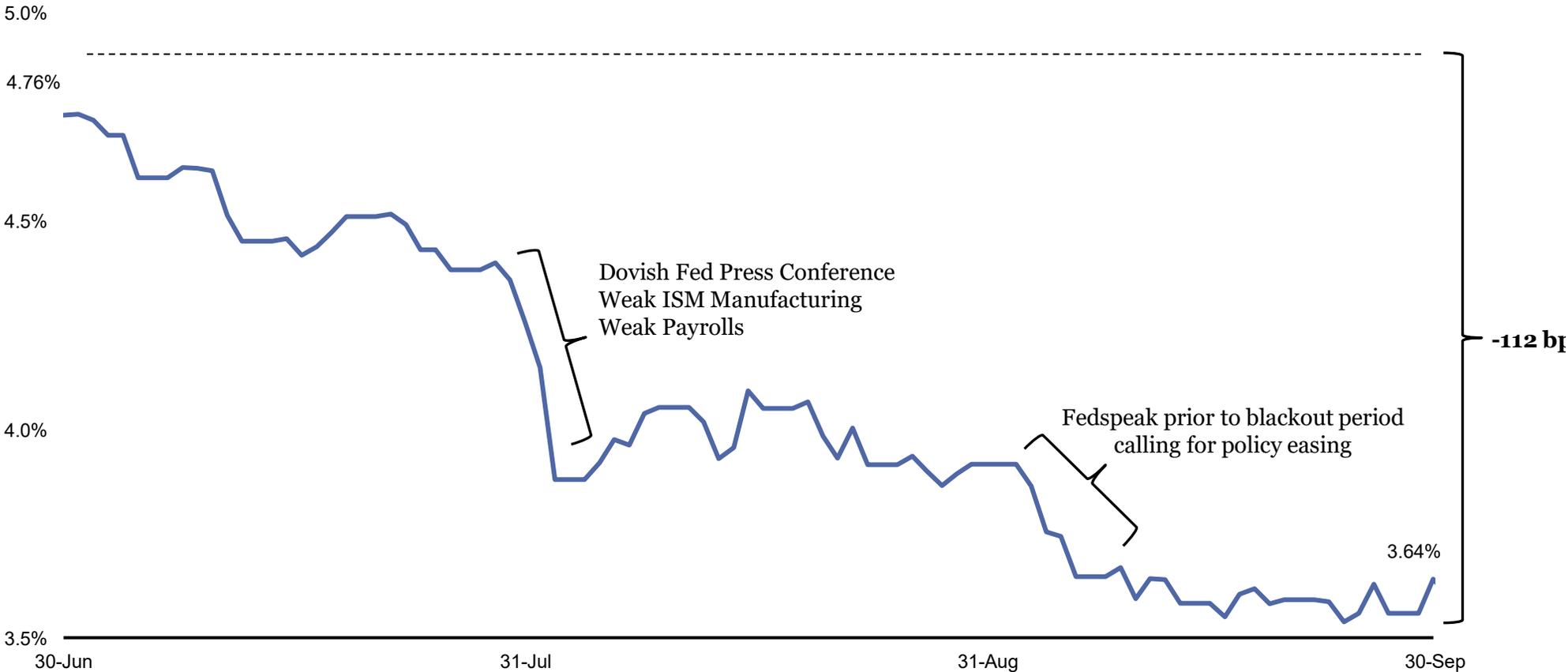


Source: Federal Reserve Chair Jerome Powell Press Conference as of September 18, 2024; (Left) Bureau of Economic Analysis and Bloomberg Finance L.P. as of September 2024. (Right) U.S. Census Bureau and Bloomberg Finance L.P., as of August 2024.

Yields Reprice Lower In Anticipation of Fed Cuts

Fed Chair Powell: "...we're recalibrating policy down over time to a more neutral level. And we're moving at the pace that we think is appropriate given developments in the economy... The economy can develop in a way that would cause us to go faster or slower..."

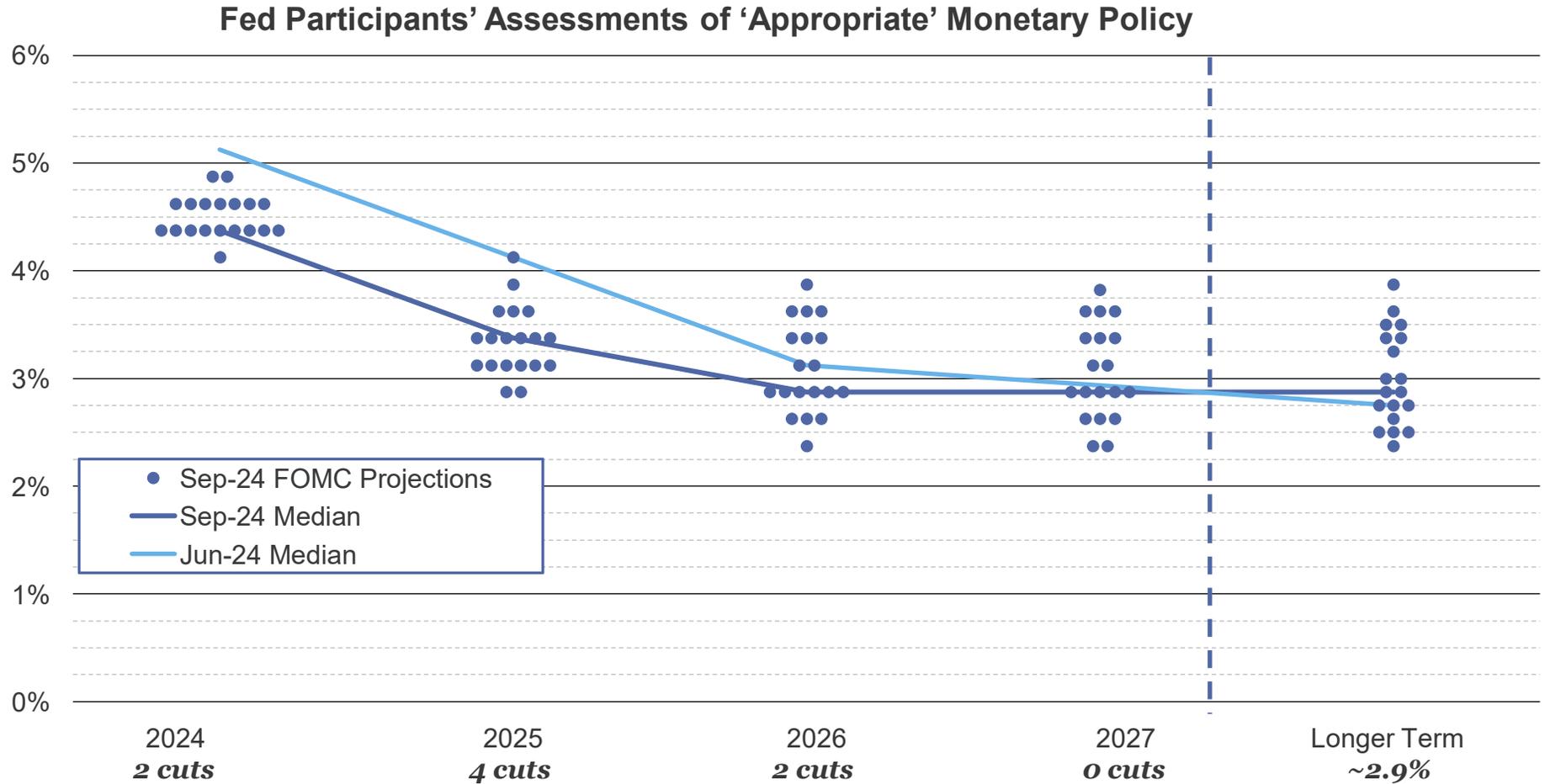
2-Year U.S. Treasury Yield June 30, 2024 – September 30, 2024



Source: Federal Reserve Chair Jerome Powell Press Conference as of September 18, 2024; Bloomberg Finance L.P., as of September 30, 2024.

The Fed's Latest "Dot Plot"

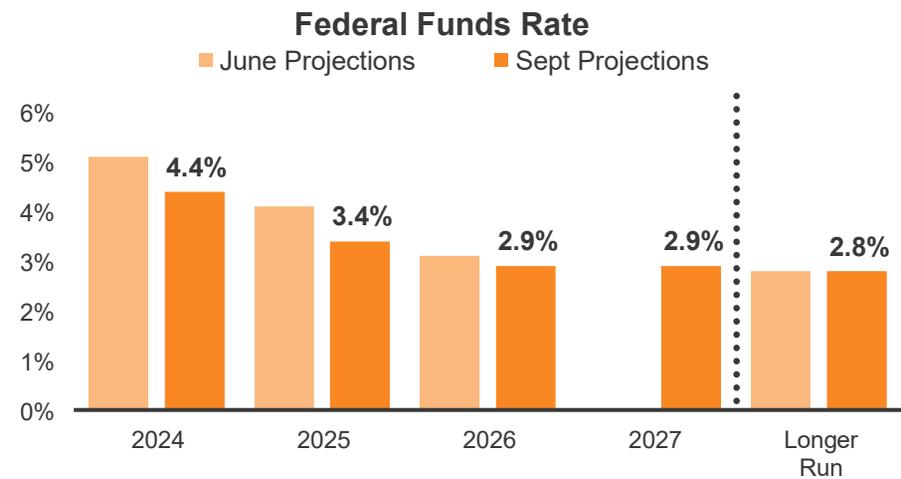
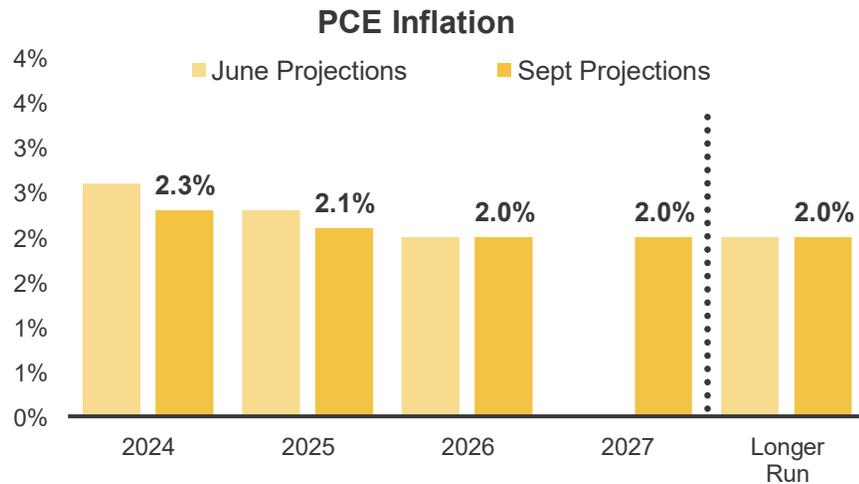
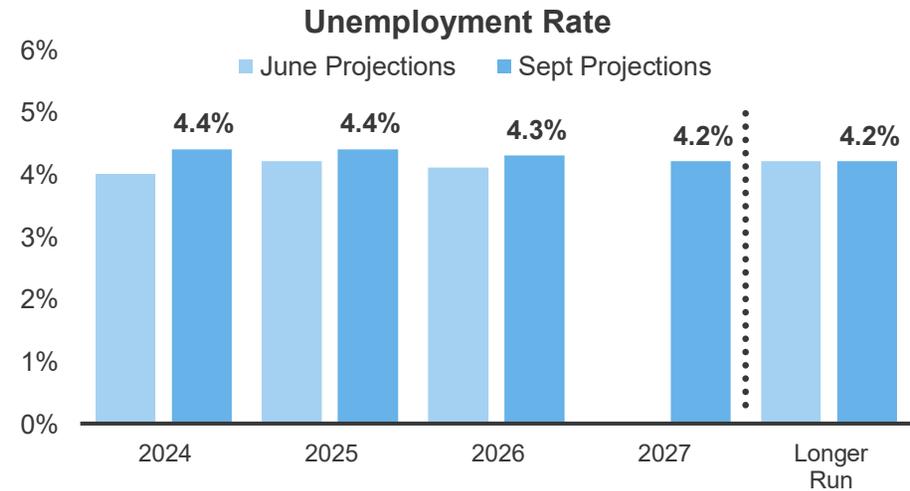
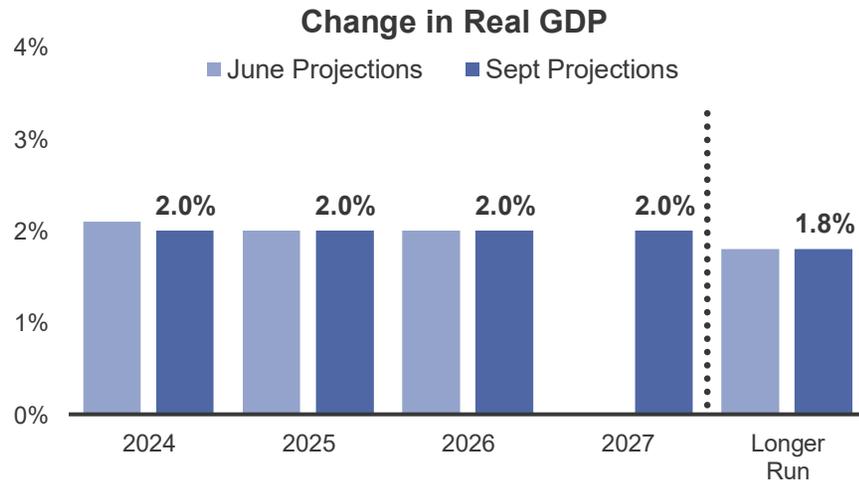
Fed Chair Powell: "There's nothing in the [dots] that suggests the committee is in a rush to get this done."



Source: Federal Reserve Chair Jerome Powell Press Conference as of September 18, 2024; Federal Reserve; Bloomberg Finance L.P.. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end.

Fed's Updated Summary of Economic Projections

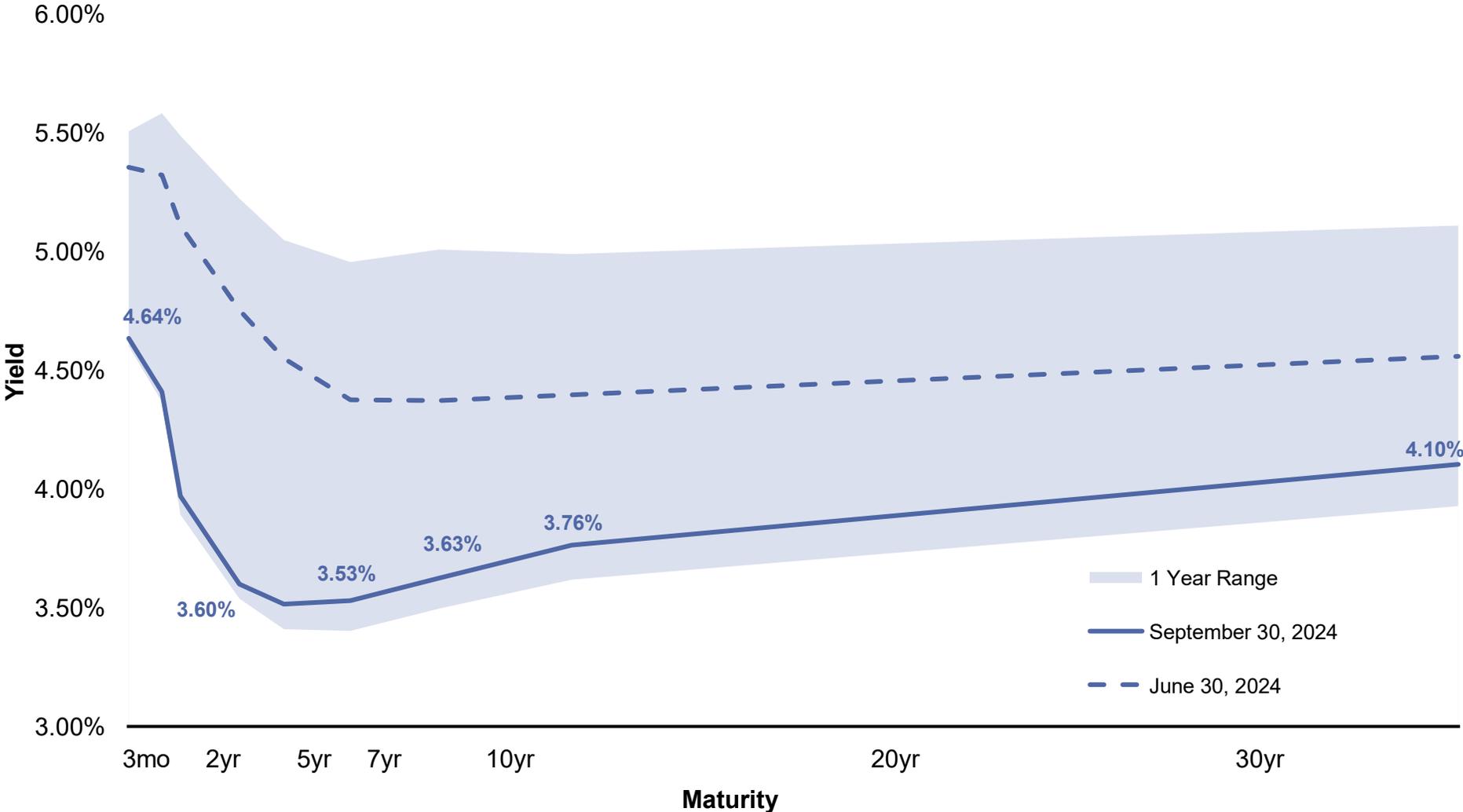
Fed Chair Powell: "These median projections are lower than in June, consistent with projections for lower inflation and higher unemployment, as well as the change to balance of risks."



Source: Federal Reserve Chair Jerome Powell Press Conference; Federal Reserve. As of September 2024.

U.S. Treasury Yields Fall as the Yield Curve Begins to Disinvert

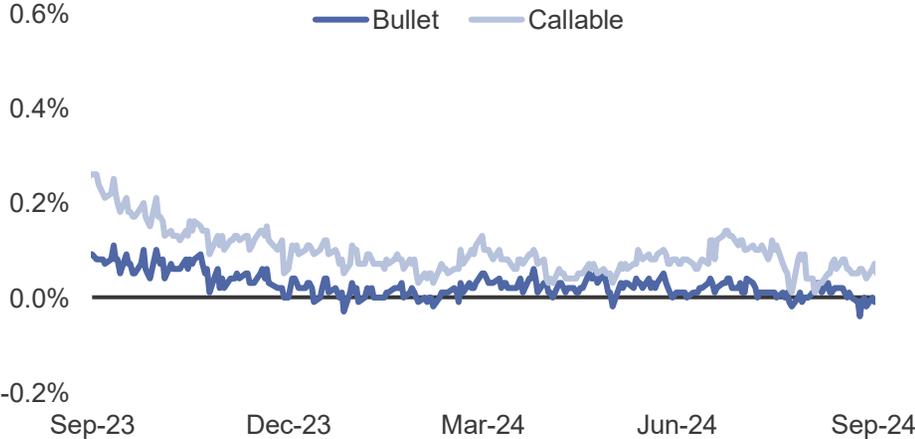
U.S. Treasury Yield Curve



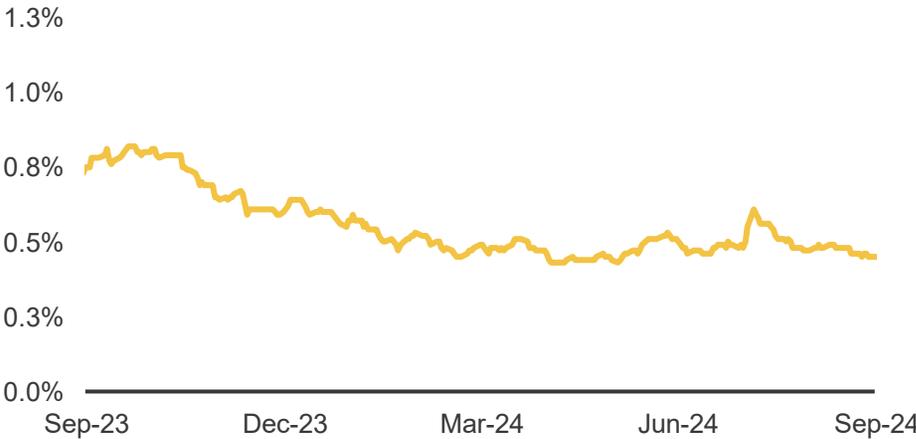
Source: Bloomberg Finance L.P., as of September 30, 2024

Sector Yield Spreads

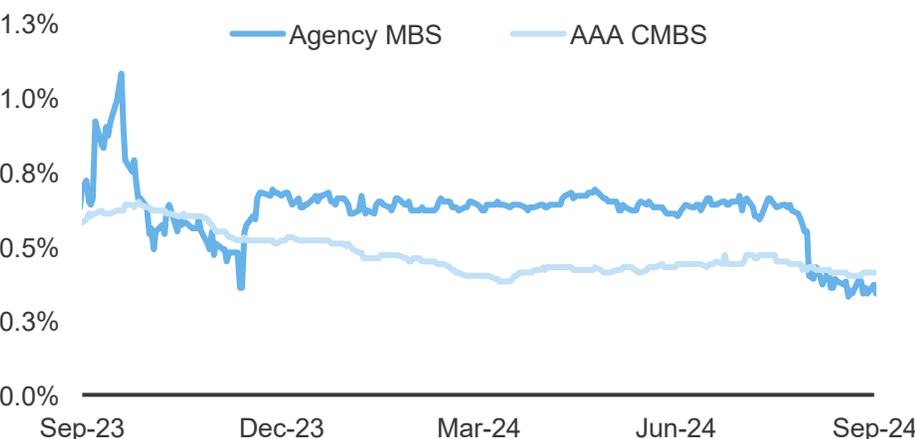
Federal Agency Yield Spreads



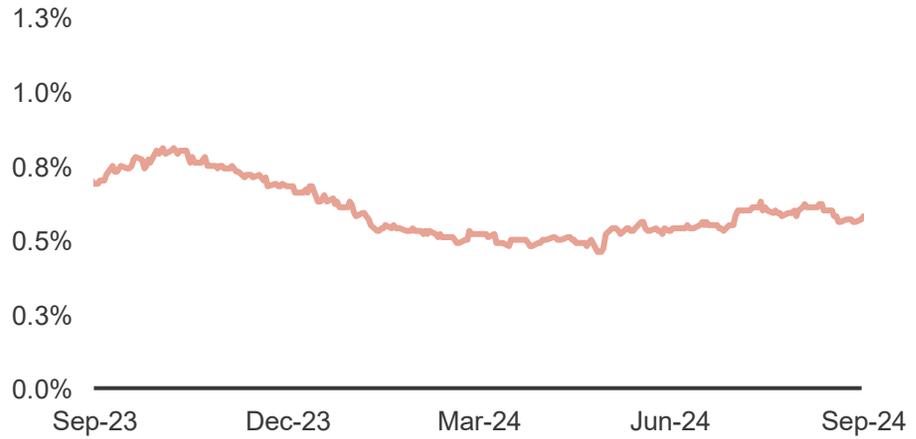
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads



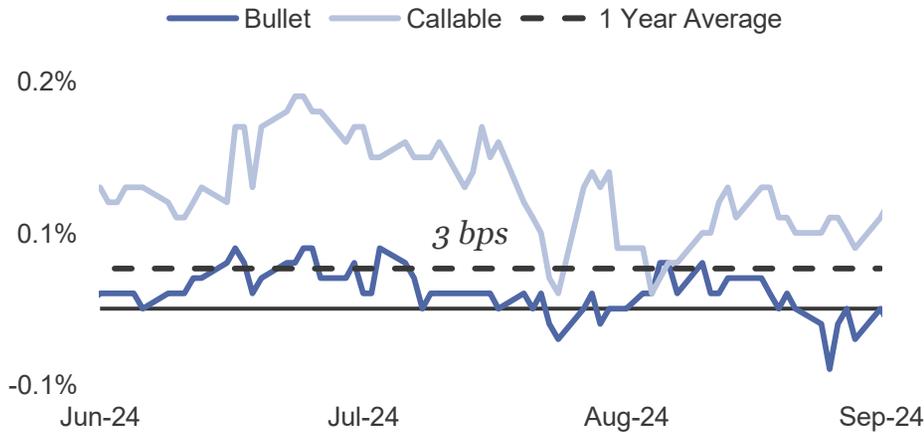
Asset-Backed Securities AAA Yield Spreads



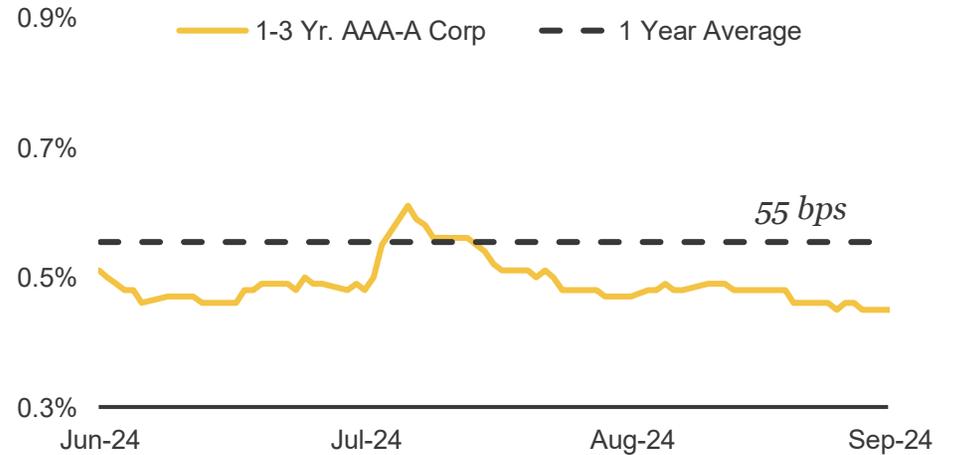
Source: ICE BofA 1-3 year Indices via Bloomberg, MarketAxess and PFMAM as of September 30, 2024. Spreads on ABS and MBS are option-adjusted spreads of 0-3 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

Sector Yield Spreads

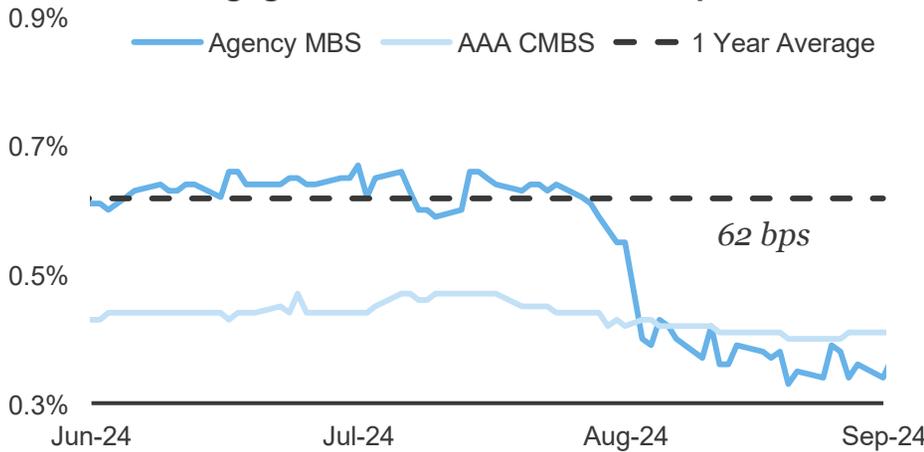
Federal Agency Yield Spreads



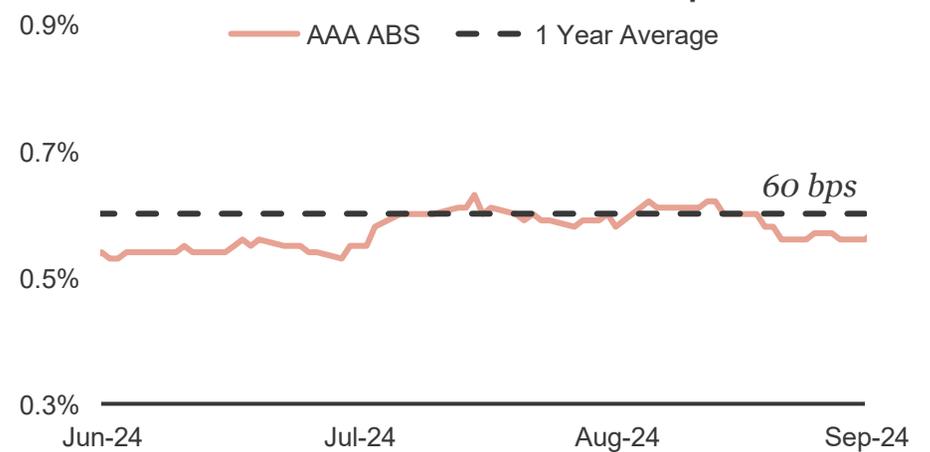
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads



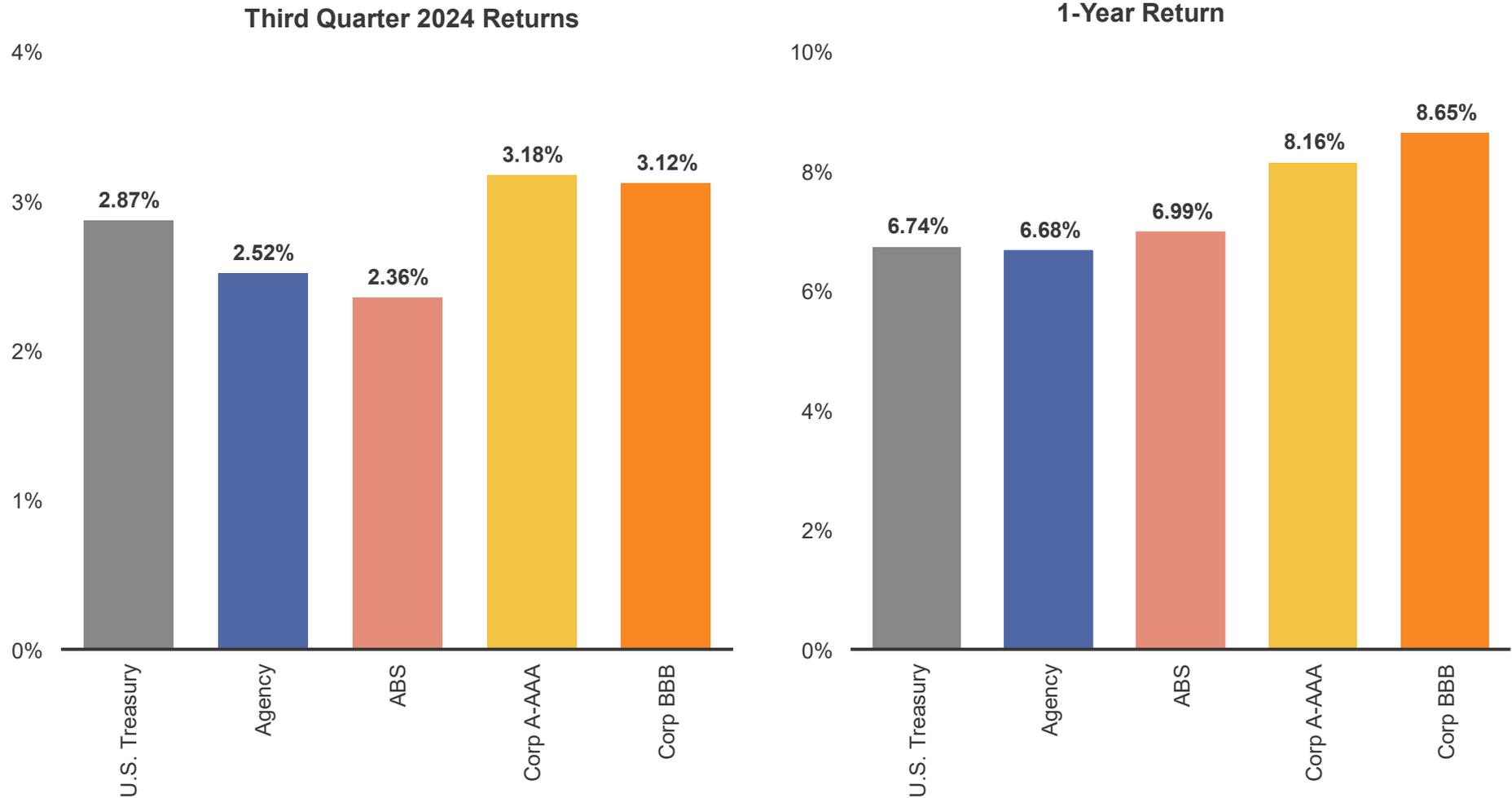
Asset-Backed Securities AAA Yield Spreads



Source: ICE BofA 1-3 year Indices via Bloomberg, MarketAxess and PFMAM as of September 30, 2024. Spreads on ABS and MBS are option-adjusted spreads of 0-3 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

Fixed-Income Index Total Returns in 3Q 2024

1-3 Year Indices



Source: ICE BofA Indices. ABS indices are 0-3 year, based on weighted average life. As of September 30, 2024.

Fixed-Income Sector Commentary – 3Q 2024

- ▶ **U.S. Treasury** yields spent most of the quarter preparing for the first Fed rate cut resulting in the 2-year U.S. Treasury yield rallying over 100 bps. The Fed noted in July that the risks to jobs and prices have come into better balance and delivered a much-anticipated interest rate cut at its September meeting, reducing the overnight rate by 50 bps. After spending a record amount of time inverted, the yield curve steepened notably (as measured by the yield difference between the 2- and 10-year U.S. Treasury notes) and dis-inverted for the first time since July 2022. As a result of the Treasury rally, total returns were strong for the period.
- ▶ **Federal Agency & Supranational** spreads remained low and range bound throughout Q3. These sectors produced muted excess returns relative to other investment grade fixed income sectors as issuance has remained quite light and the incremental income from the sectors is near zero.
- ▶ **Investment-Grade (IG) Corporates** posted a strong quarter as sustained high issuance in Q3 was well-absorbed by robust investor demand. As a result, yield spreads ended the quarter very near their two-year lows. From an excess return perspective, lower-quality and longer-duration issuers outperformed in general in Q3. Excess returns of financial and banking issuers once again led most other industries across the majority of the yield curve during the quarter.
- ▶ **Asset-Backed Securities** generated muted excess returns for the quarter as yield spreads widened modestly and remained elevated for both automobile and credit card collateral. Attractive incremental income helped offset the adverse price impact of wider spreads during the quarter.
- ▶ **Mortgage-Backed Securities** were top of class performers during Q3 as spreads continued to test 12-month lows. Regardless of collateral and coupon, agency-backed mortgages rebounded soundly in Q3 following an underwhelming Q2. Declining mortgage rates and positive optimism in the housing market provided a tailwind for the sector during the quarter.
- ▶ **Short-term credit** (commercial paper and negotiable bank CDs) yields fell over the quarter in response to the expected Fed rate cut. Yield spreads continued to tighten relative to similar maturity USTs. However, the sector selectively provided value with incremental yields ranging 17 to 20 basis points in 9- to 12-month maturities.

Fixed-Income Sector Commentary – 3Q 2024

- ▶ **U.S. Treasury** yields move sharply lower throughout the quarter given building expectations for aggressive Fed rate cuts. Even after the outsized 50 basis point cut in September, the recent move in rates appears overdone, and we expect to see some upward pressure on rates as markets digest emerging economic data. The 2-to-10 year area of the yield curve has disinverted, a trend we expect to continue consistent with prior rate cutting cycles.
- ▶ **Federal Agency & Supranational** spreads are likely to remain at tight levels due to low issuance. Government-heavy accounts may find occasional value on an issue-by-issue basis.
- ▶ **Taxable Municipals** continue to see little activity due to an ongoing lack of supply and strong demand which continues to suppress yields in both the new issue and secondary markets. We expect few opportunities in the near term.
- ▶ **Investment-Grade Corporates** are expected to produce modest excess returns for the remainder of 2024. We believe the beginning of the Fed's easing cycle and the strength of the economy will continue to be supportive of front-end credit. Risk-return dynamics are now asymmetric with longer-duration and lower-rated segments appearing less attractive than higher-quality and shorter-term segments due to lower starting yields and narrow yield spreads.
- ▶ **Asset-Backed Securities** are expected to continue to produce modest excess returns as economic conditions remain supportive of consumer fundamentals, although that requires close monitoring. Incremental income is likely to be the main contributor to performance as we expect spreads to remain rangebound. We plan to maintain allocations in the sector by actively offsetting any natural paydowns.
- ▶ **Mortgage-Backed Securities** are expected to produce more muted excess returns for the remainder of the year. Since the sector is highly rate sensitive, uncertainty related to the election and economy may increase volatility. We may use any meaningful spread widening to add at more attractive levels.
- ▶ **Short-term credit** (commercial paper and negotiable bank CDs) yield spreads continue to tighten closer to similar-maturity U.S. Treasuries; however, we believe spreads of 15 to 25 basis points still offer good relative value. Given the deeply inverted money market curve, our analysis seeks to balance the wider spreads available on 6- to 12-month maturities against lower absolute yields that reflect multiple rate cut expectations.

The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution (9/30/2024) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability.

Factors to Consider for 6-12 Months

<p>Monetary Policy (Global):</p>  <ul style="list-style-type: none"> The Fed has begun its easing cycle with a 50 basis point (bp) cut. The FOMC's September median "dot plot" projection suggests an additional 50 bps in rate cuts by the end of the year "if the economy performs as expected". The projections also calls for an additional full percentage point of cuts in 2025. The global easing cycle is underway with nearly all major central banks (excluding the Bank of Japan) completing multiple rate cuts. 	<p>Economic Growth (Global):</p>  <ul style="list-style-type: none"> U.S. economic growth remains strong reflecting a consumer who continues to spend at elevated levels. Economic growth outside the U.S. remains mixed. China has moved forward with a package of stimulus measures aimed to boost growth. The country remains poised to take additional swift action should it be deemed necessary. 	<p>Inflation (U.S.):</p>  <ul style="list-style-type: none"> Inflation continues its trend lower but has been buoyed by stubborn housing costs. The broad-based inflation cooling helped fuel the Fed's decision to cut by 50 bps but policy makers note they are not declaring victory on price stability.
<p>Financial Conditions (U.S.):</p>  <ul style="list-style-type: none"> The continuation of stable market measures, such as narrow corporate yield spreads, record equity index levels and low volatility, reflect economic confidence. We remain focused on the cooling labor market and effects this might have on the consumer as potential catalysts for a broader slow down, but that is not our base case expectation. 	<p>Consumer Spending (U.S.):</p>  <ul style="list-style-type: none"> The consumer continues to spend and support economic strength. Upward revisions to the personal savings rate paint the consumer in better light than previously thought but the trend of consumers dipping into savings continues. Moderation in the pace of overall spending is expected given slowing wage growth and cooling labor market conditions. 	<p>Labor Markets:</p>  <ul style="list-style-type: none"> The labor market continues to moderate from extremely strong levels seen in prior quarters. The recent downward revisions to nonfarm payrolls through March 2024 further emphasized the cooling. Other labor metrics remain well positioned such as the layoffs and discharge rate pointing towards moderation rather than deterioration.

● Current outlook ○ Outlook one quarter ago



Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg and FactSet. The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution (9/30/2024) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability.

Fixed-Income Sector Outlook – 4Q 2024

Sector	Our Investment Preferences
COMMERCIAL PAPER / CD	
TREASURIES	
T-Bill	
T-Note	
FEDERAL AGENCIES	
Bullets	
Callables	
SUPRANATIONALS	
CORPORATES	
Financials	
Industrials	
SECURITIZED	
Asset-Backed	
Agency Mortgage-Backed	
Agency CMBS	
MUNICIPALS	

● Current outlook

○ Outlook one quarter ago



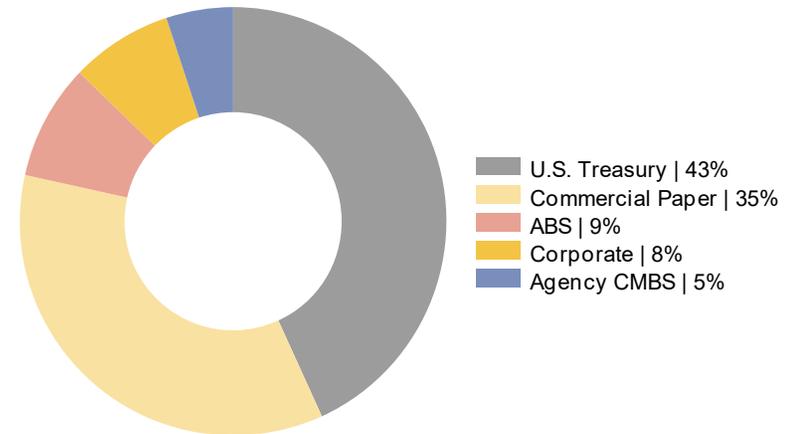
Account Summary

Consolidated Summary

Account Summary

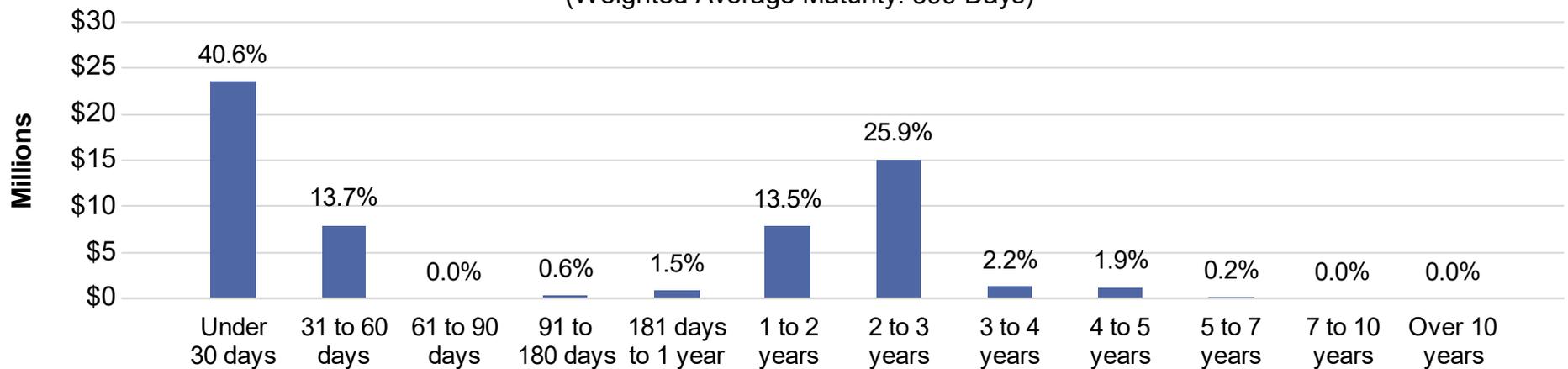
PFMAM Managed Account	\$58,582,587
Total Program	\$58,582,587

Sector Allocation



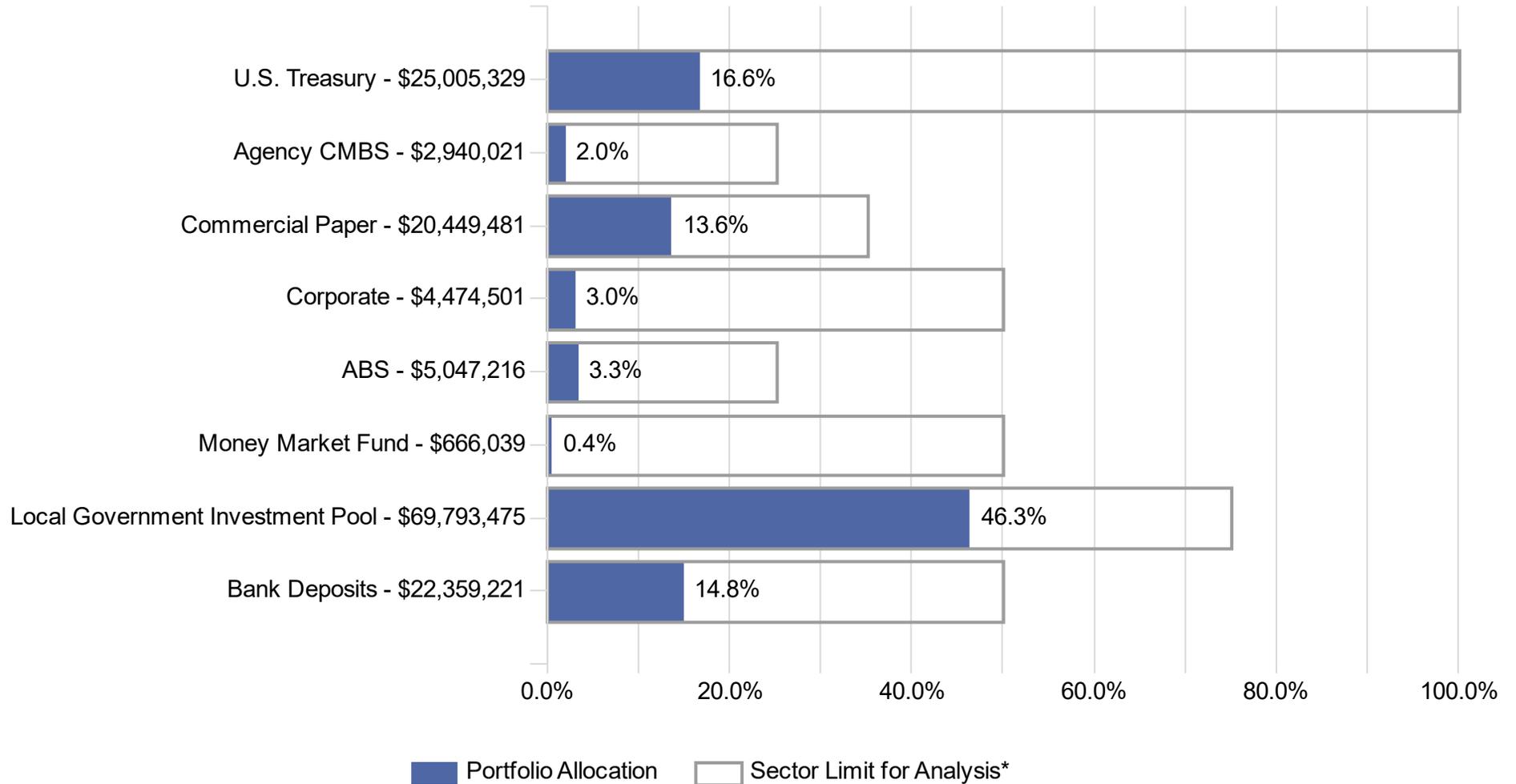
Maturity Distribution

(Weighted Average Maturity: 399 Days)



1. Account summary and sector allocation include market values, accrued interest, and overnight balances. Maturity distribution includes market values and excludes accrued interest and overnight balances

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

**Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.*

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	43.2%	
United States Treasury	43.2%	AA / Aa / AA
Agency CMBS	5.1%	
Federal Home Loan Mortgage Corp	4.9%	AA / Aaa / AA
Federal National Mortgage Association	0.2%	AA / Aaa / AA
Commercial Paper	35.3%	
Bank of Nova Scotia	6.9%	A / Aa / NR
BNP Paribas SA	6.9%	A / Aa / AA
MITSUBISHI UFJ FINANCIAL GROUP	5.2%	A / Aa / A
Royal Bank of Canada	12.0%	AA / Aa / AA
SHEFFIELD RECEIVABLES CO LLC	4.3%	A / Aa / A
Corporate	7.7%	
Adobe Inc	0.1%	A / A / NR
American Express Co	0.0%	BBB / A / A
AstraZeneca PLC	0.2%	A / A / A
Bank of America Corp	0.3%	A / A / AA
Bayerische Motoren Werke AG	0.3%	A / A / NR
BlackRock Inc	0.2%	AA / Aa / NR
BP PLC	0.2%	A / A / A
Brighthouse Financial Global Funding	0.2%	A / A / NR
Bristol-Myers Squibb Co	0.1%	A / A / NR
Caterpillar Inc	0.2%	A / A / A
Cintas Corp	0.1%	A / A / NR
Cisco Systems Inc	0.3%	AA / A / NR
Citigroup Inc	0.3%	BBB / A / A
Comcast Corp	0.1%	A / A / NR
Deere & Co	0.2%	A / A / A

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	7.7%	
Eli Lilly & Co	0.2%	A / A / NR
Home Depot Inc	0.1%	A / A / A
Honeywell International Inc	0.2%	A / A / A
Hormel Foods Corp	0.1%	A / A / NR
JPMorgan Chase & Co	0.6%	A / A / AA
Mastercard Inc	0.1%	A / Aa / NR
MetLife Inc	0.6%	AA / Aa / AA
Morgan Stanley	0.1%	A / A / A
National Australia Bank Ltd	0.5%	AA / Aa / NR
National Rural Utilities Cooperative Fi	0.2%	A / A / A
PNC Financial Services Group Inc	0.3%	A / A / A
State Street Corp	0.5%	A / Aa / AA
Texas Instruments Inc	0.2%	A / Aa / NR
Truist Financial Corp	0.1%	A / Baa / A
United Services Automobile Association	0.3%	AA / Aa / NR
UnitedHealth Group Inc	0.4%	A / A / A
Wells Fargo & Co	0.1%	BBB / A / A
ABS	8.7%	
Ally Auto Receivables Trust	0.9%	AAA / Aaa / AAA
American Express Co	0.2%	AAA / NR / AAA
BA Credit Card Trust	0.1%	NR / Aaa / AAA
Bank of America Corp	0.0%	NR / Aaa / AAA
BMW Vehicle Lease Trust	0.3%	AAA / Aaa / AAA
Capital One Financial Corp	0.4%	AAA / Aaa / AAA
CarMax Inc	0.6%	AAA / Aaa / AAA
Chase Auto Owner Trust	0.1%	AAA / NR / AAA

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	8.7%	
CNH Equipment Trust	0.3%	AAA / Aaa / AAA
Daimler Trucks Retail Trust	0.2%	NR / Aaa / AAA
Discover Card Execution Note Trust	0.6%	AAA / Aaa / AAA
Fifth Third Auto Trust	0.3%	AAA / Aaa / NR
Ford Credit Auto Owner Trust	0.5%	AAA / Aaa / AAA
GM Financial Consumer Automobile Receiv	0.9%	AAA / Aaa / AAA
Harley-Davidson Inc	0.1%	AAA / Aaa / NR
Honda Auto Receivables Owner Trust	0.1%	AAA / Aaa / NR
Hyundai Auto Receivables Trust	0.5%	AAA / NR / AAA
John Deere Owner Trust	0.8%	NR / Aaa / AAA
JPMorgan Chase & Co	0.2%	AAA / NR / AAA
Kubota Credit Owner Trust	0.4%	NR / Aaa / AAA
Mercedes-Benz Auto Receivables Trust	0.1%	AAA / Aaa / NR
Nissan Auto Receivables Owner Trust	0.2%	AAA / Aaa / NR
Porsche Financial Auto Securitization T	0.2%	AAA / Aaa / NR
Toyota Auto Receivables Owner Trust	0.2%	AAA / Aaa / AAA
USAA Auto Owner Trust	0.1%	AAA / Aaa / NR
World Omni Auto Trust	0.4%	AAA / NR / AAA
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

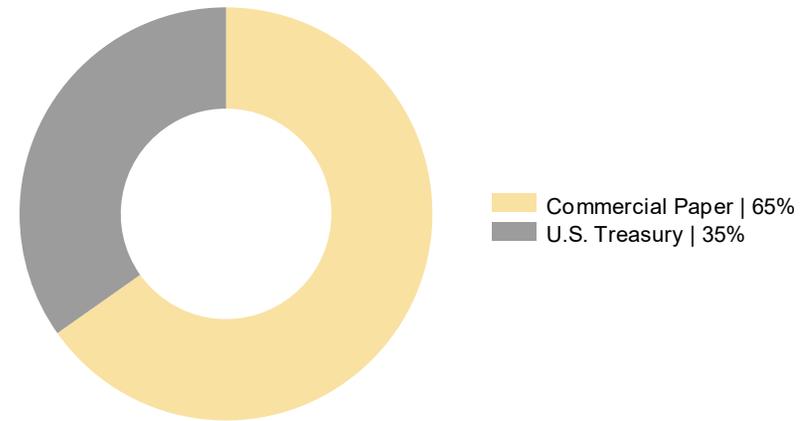
Portfolio Review:

Portfolio Snapshot - FLAGLER COUNTY SHORT TERM PORTFOLIO¹

Portfolio Statistics

Total Market Value	\$31,972,590.29
<i>Securities Sub-Total</i>	\$31,384,639.50
<i>Accrued Interest</i>	\$0.00
<i>Cash</i>	\$587,950.79
Portfolio Effective Duration	0.08 years
Benchmark Effective Duration	0.16 years
Yield At Cost	5.10%
Yield At Market	AA
Portfolio Credit Quality	

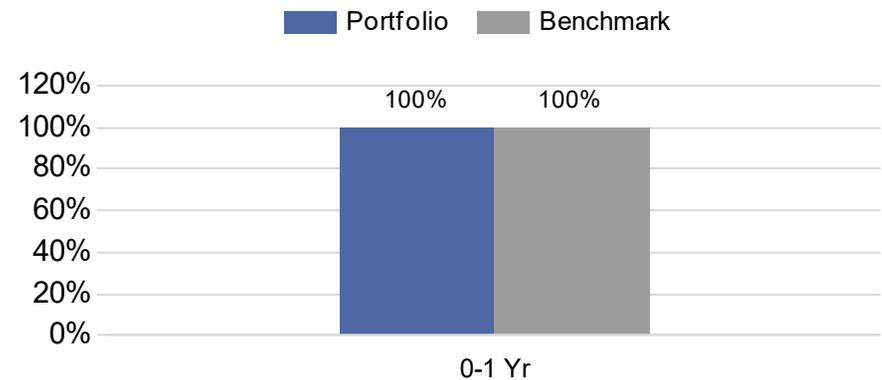
Sector Allocation



Credit Quality - S&P



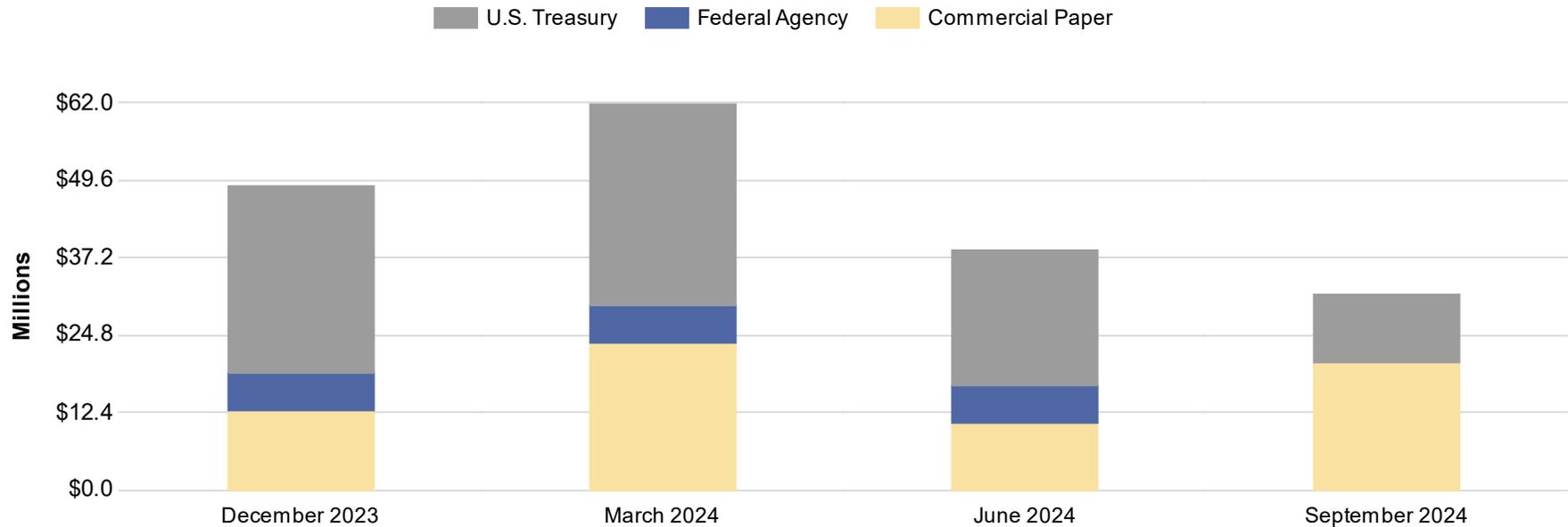
Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofA 3 Month U.S. Treasury Index. Source: Bloomberg Financial LP. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

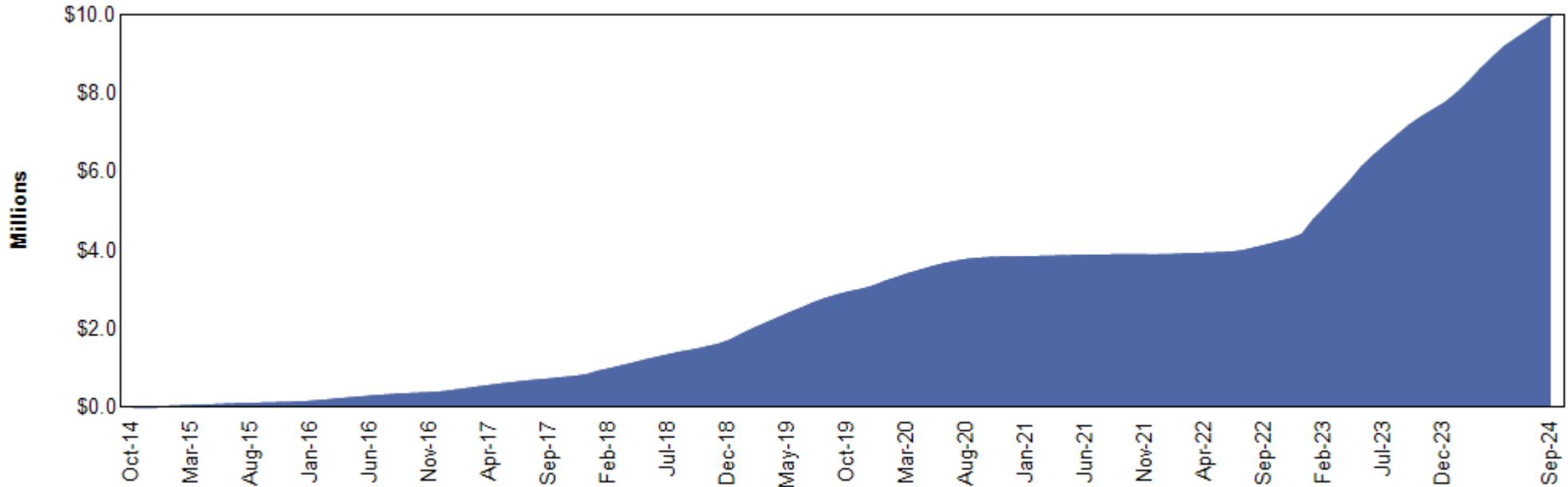
Sector Allocation Review - FLAGLER COUNTY SHORT TERM PORTFOLIO

Security Type	Dec-23	% of Total	Mar-24	% of Total	Jun-24	% of Total	Sep-24	% of Total
U.S. Treasury	\$29.8	61.4%	\$32.1	52.0%	\$21.8	56.6%	\$10.9	34.8%
Federal Agency	\$6.1	12.5%	\$6.1	10.0%	\$6.0	15.6%	\$0.0	0.0%
Commercial Paper	\$12.7	26.1%	\$23.4	38.0%	\$10.7	27.8%	\$20.4	65.2%
Total	\$48.6	100.0%	\$61.7	100.0%	\$38.5	100.0%	\$31.4	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Accrual Basis Earnings - FLAGLER COUNTY SHORT TERM PORTFOLIO



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$36,928	\$213,063	\$438,677	\$858,709	\$1,959,208
Realized Gains / (Losses) ³	-	-	-	-	-
Change in Amortized Cost	\$546,071	\$2,584,426	\$5,665,559	\$6,267,941	\$8,028,645
Total Earnings	\$582,999	\$2,797,489	\$6,104,236	\$7,126,650	\$9,987,853

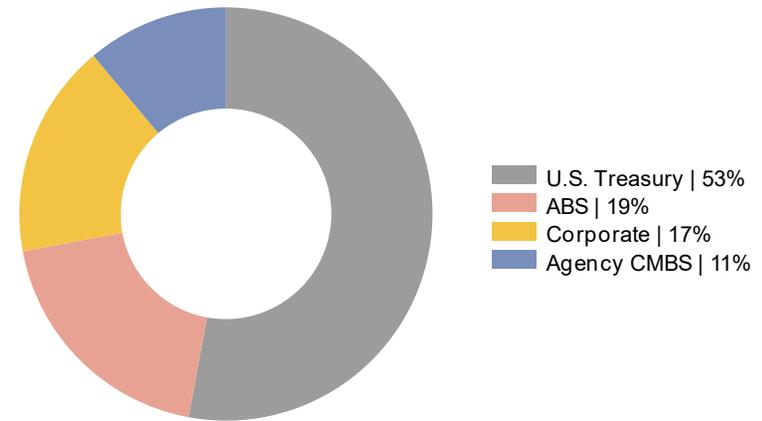
1. The lesser of 10 years or since inception is shown. Performance inception date is June 30, 2006.
 2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
 3. Realized gains / (losses) are shown on an amortized cost basis.

Portfolio Snapshot - FLAGLER COUNTY CORE PORTFOLIO¹

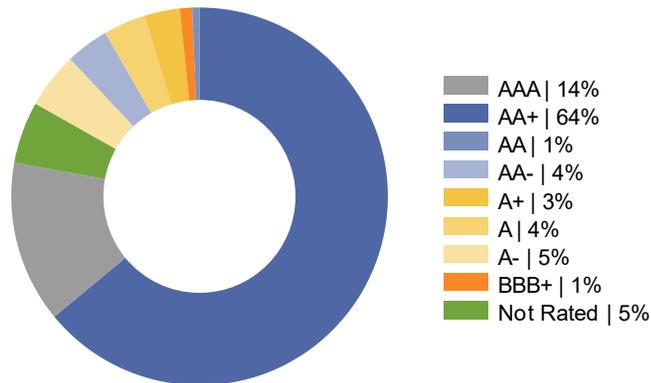
Portfolio Statistics

Total Market Value	\$26,609,996.41
<i>Securities Sub-Total</i>	\$26,315,410.98
<i>Accrued Interest</i>	\$216,497.12
<i>Cash</i>	\$78,088.31
Portfolio Effective Duration	1.74 years
Benchmark Effective Duration	1.76 years
Yield At Cost	4.38%
Yield At Market	3.95%
Portfolio Credit Quality	AA

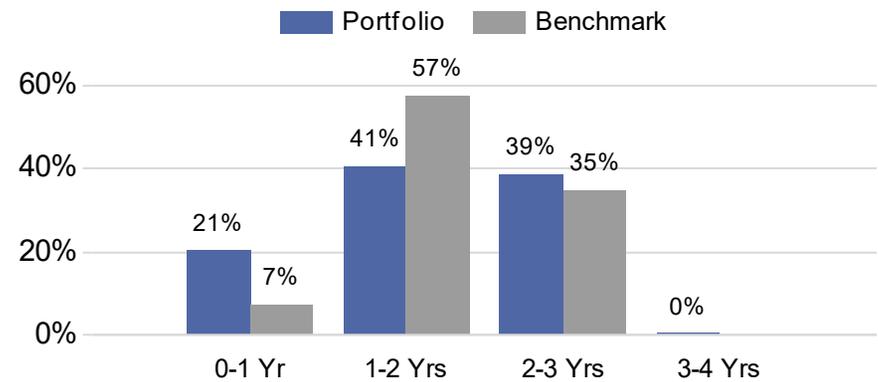
Sector Allocation



Credit Quality - S&P



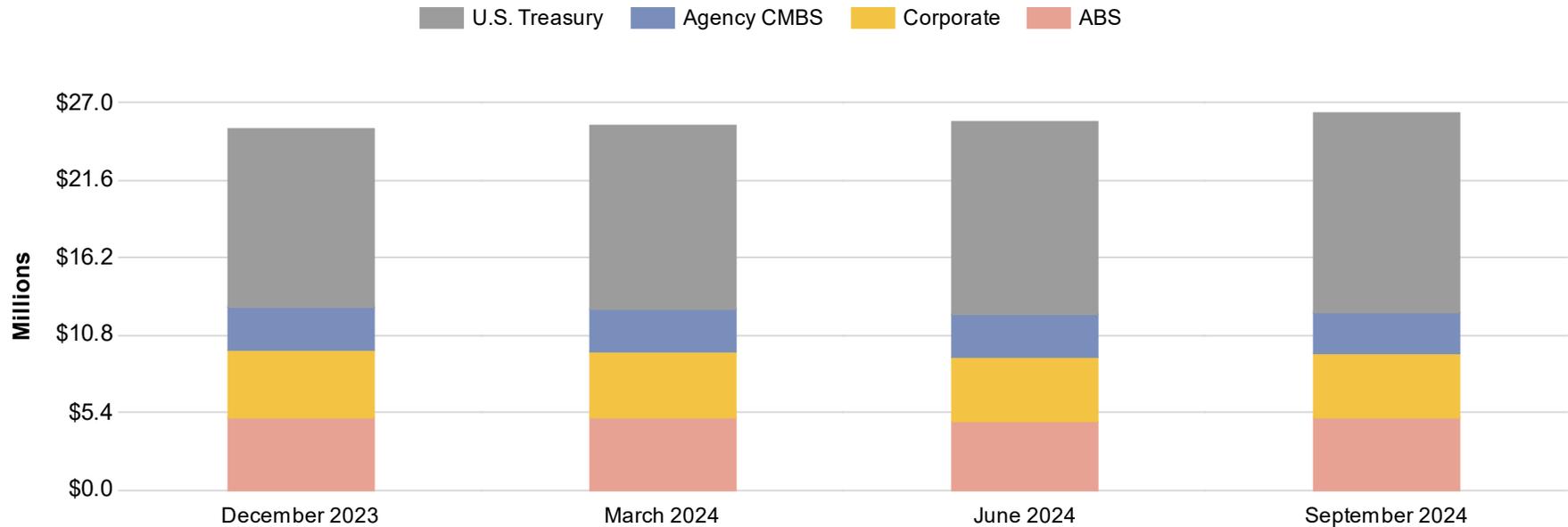
Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofA 1-3 Year U.S. Treasury Index. Source: Bloomberg Financial LP. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Review - FLAGLER COUNTY CORE PORTFOLIO

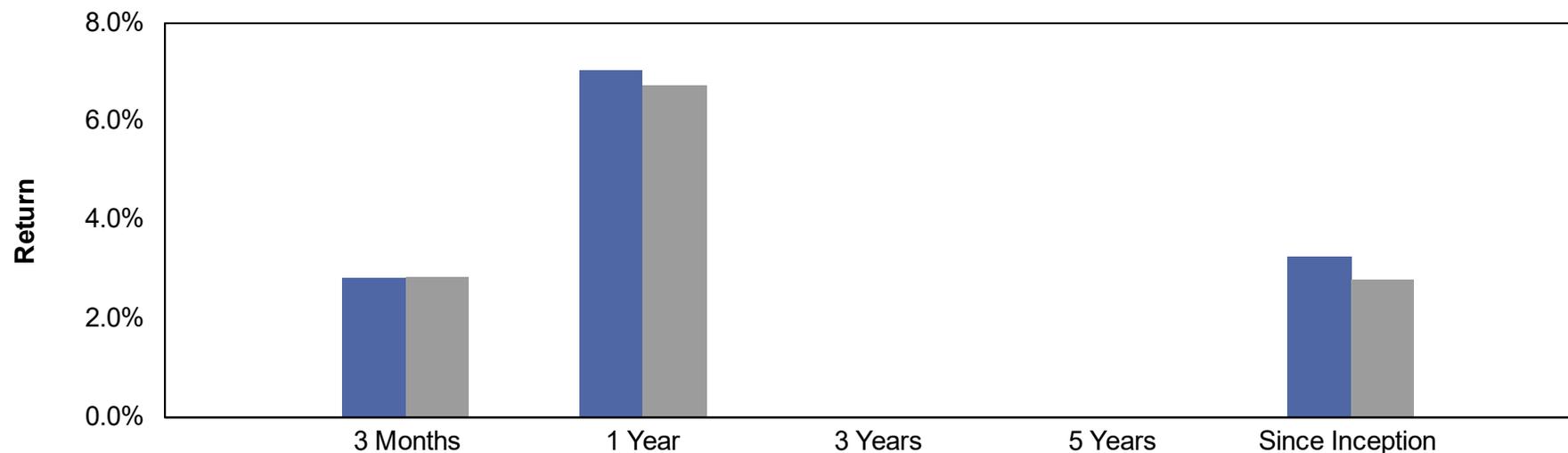
Security Type	Dec-23	% of Total	Mar-24	% of Total	Jun-24	% of Total	Sep-24	% of Total
U.S. Treasury	\$12.4	49.4%	\$12.8	50.4%	\$13.4	52.4%	\$13.9	52.9%
Agency CMBS	\$3.0	11.9%	\$3.0	11.7%	\$3.0	11.7%	\$2.9	11.1%
Corporate	\$4.7	18.5%	\$4.6	18.0%	\$4.4	17.3%	\$4.4	16.8%
ABS	\$5.1	20.2%	\$5.1	19.9%	\$4.8	18.6%	\$5.0	19.2%
Total	\$25.2	100.0%	\$25.4	100.0%	\$25.6	100.0%	\$26.3	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Performance

Portfolio Benchmark



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$271,911	\$1,002,725	-	-	\$1,752,222
Change in Market Value	\$464,504	\$748,564	-	-	\$297,291
Total Dollar Return	\$736,415	\$1,751,289	-	-	\$2,049,513
Total Return³					
Portfolio	2.84%	7.05%	-	-	3.25%
Benchmark ⁴	2.87%	6.74%	-	-	2.79%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2022.

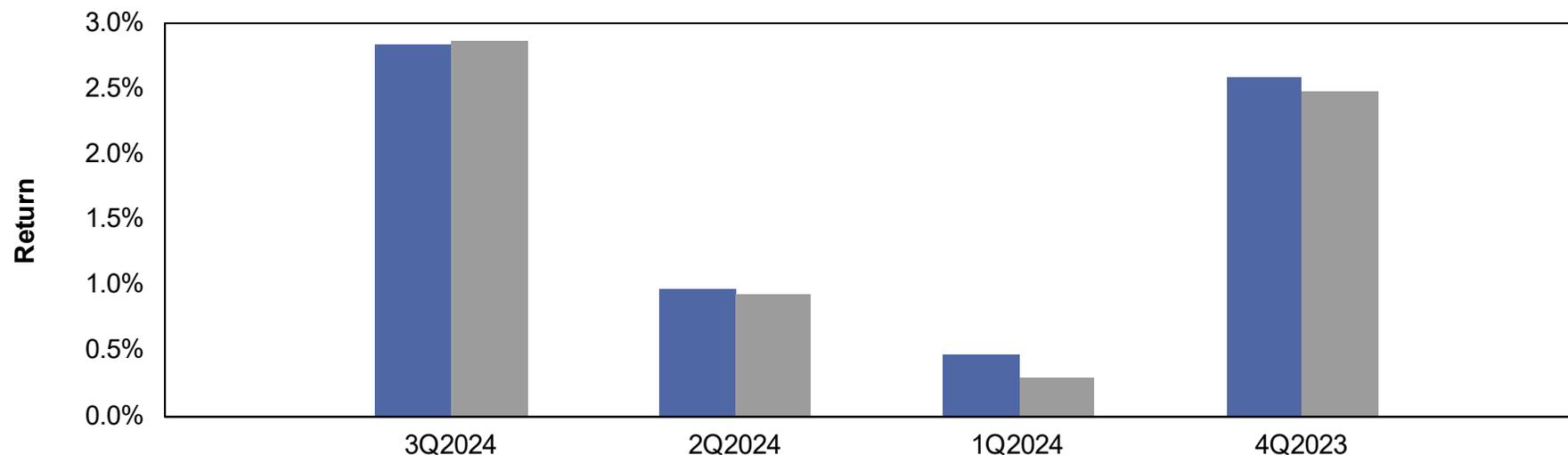
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 1-3 Year U.S. Treasury Index. Source: Bloomberg Financial LP.

Portfolio Performance

Portfolio Benchmark



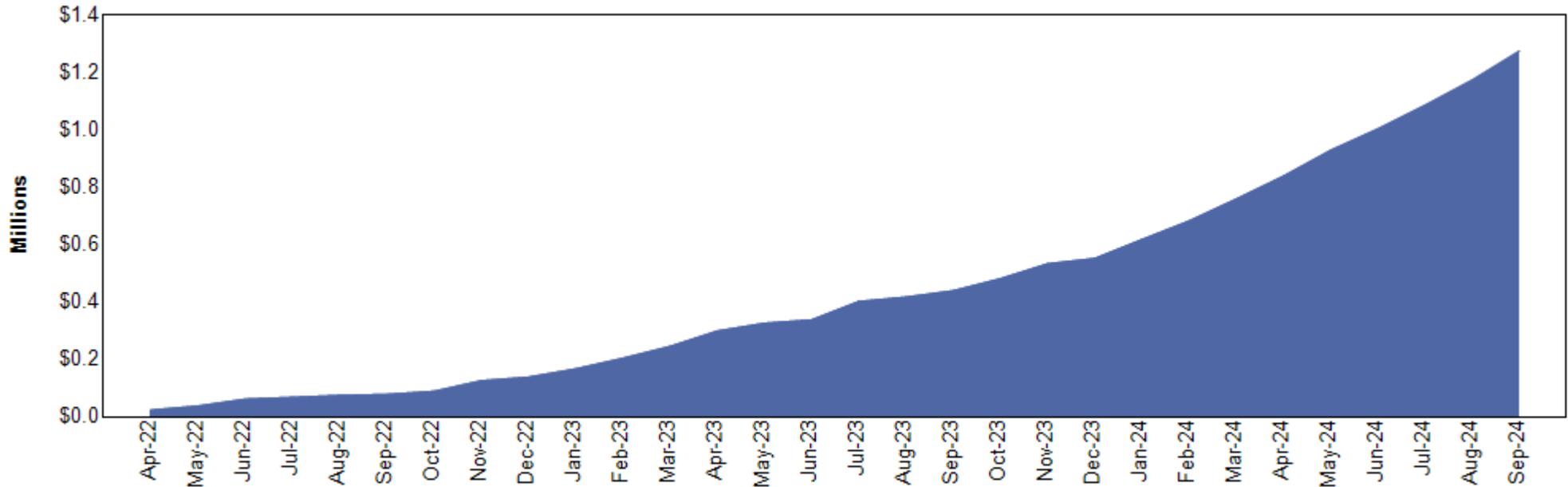
Market Value Basis Earnings	3Q2024	2Q2024	1Q2024	4Q2023
Interest Earned ¹	\$271,911	\$260,226	\$249,136	\$221,452
Change in Market Value	\$464,504	(\$10,586)	(\$129,247)	\$423,892
Total Dollar Return	\$736,415	\$249,640	\$119,889	\$645,344
Total Return²				
Portfolio	2.84%	0.98%	0.47%	2.60%
Benchmark ³	2.87%	0.94%	0.30%	2.49%

1. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

2. Returns are presented on a periodic basis.

3. The portfolio's benchmark is the ICE BofA 1-3 Year U.S. Treasury Index. Source: Bloomberg Financial LP.

Accrual Basis Earnings - FLAGLER COUNTY CORE PORTFOLIO



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$271,911	\$1,002,725	-	-	\$1,752,222
Realized Gains / (Losses) ³	(\$12,306)	(\$225,044)	-	-	(\$647,136)
Change in Amortized Cost	\$11,787	\$57,944	-	-	\$169,240
Total Earnings	\$271,392	\$835,625	-	-	\$1,274,326

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2022.
 2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
 3. Realized gains / (losses) are shown on an amortized cost basis.

Important Disclosures

This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation, as it was prepared without regard to any specific objectives or financial circumstances.

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

The views expressed within this material constitute the perspective and judgment of PFMAM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

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Important Disclosures

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- **Repurchase Agreements:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **Settle Date:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **Supranational:** A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- **Trade Date:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **Unsettled Trade:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. Treasury:** The department of the U.S. government that issues Treasury securities.
- **Yield:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM at Cost:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM at Market:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

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

Invoices Processed for period 11/01/24 to 11/08/24

Item 06a(1)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
10/31/24	2226	P&A ADMINISTRATIVE SERVICES, INC	10.30.2024	\$1,521.51	P&A Flexible Spending 10.28.2024 - 10.29.2024
			Check Total	\$1,521.51	
11/01/24	2227	STATE OF FLORIDA	10042024	\$136,174.42	Payroll Run 1 - Warrant 241004
			Check Total	\$136,174.42	
11/01/24	2228	NATIONWIDE RETIREMENT SOLUTIONS INC	110124	\$9,828.30	Payroll Run 1 - Warrant 241101
			Check Total	\$9,828.30	
11/01/24	2229	EXPERT PAY - CHILD SUPPORT WIRE	110124	\$1,177.03	Payroll Run 1 - Warrant 241101
			Check Total	\$1,177.03	
11/01/24	2230	P&A ADMINISTRATIVE SERVICES, INC	10.31.2024	\$860.68	P&A Flexible Spending 10.23.2024 - 10.30.2024
			Check Total	\$860.68	
11/04/24	2231	STATE OF FLORIDA	MEDICAID 1124	\$135,939.08	MEDICAID REIMBURSEMENT NOVEMBER 2024
			Check Total	\$135,939.08	
11/04/24	2233	P&A ADMINISTRATIVE SERVICES, INC	11.02.2024	\$334.48	P&A Flexible Spending 10.31.2024 - 11.01.2024
			Check Total	\$334.48	
11/04/24	2234	P&A ADMINISTRATIVE SERVICES, INC	11.01.2024	\$98.78	P&A Flexible Spending 10.30.2024 - 10.31.2024
			Check Total	\$98.78	
11/04/24	2235	P&A ADMINISTRATIVE SERVICES, INC	11.03.2024	\$17.26	P&A Flexible Spending 11.02.2024
			Check Total	\$17.26	
11/05/24	2236	P&A ADMINISTRATIVE SERVICES, INC	11.04.2024	\$179.18	P&A Flexible Spending 11.03.2024
			Check Total	\$179.18	
11/01/24	2237	STATE OF FLORIDA	101124	\$139,851.63	Payroll Run 1 - Warrant 241011
			Check Total	\$139,851.63	
11/01/24	2238	STATE OF FLORIDA	101824	\$204,726.18	Payroll Run 1 - Warrant 241018
			Check Total	\$204,726.18	
11/01/24	2239	STATE OF FLORIDA	10212024	\$31,062.29	Payroll Run 4 - Warrant 241021
			Check Total	\$31,062.29	
11/01/24	2240	STATE OF FLORIDA	10252024	\$147,185.50	Payroll Run 1 - Warrant 241025
			Check Total	\$147,185.50	
11/06/24	2241	EXPRESS TAX - TTL WIRE	11082024	\$132,133.93	Payroll Run 1 - Warrant 241108
			Check Total	\$132,133.93	
11/06/24	2242	P&A ADMINISTRATIVE SERVICES, INC	11.05.2024	\$711.65	P&A Flexible Spending 11.04.2024
			Check Total	\$711.65	
11/07/24	2244	P&A ADMINISTRATIVE SERVICES, INC	11.06.2024	\$244.08	P&A Flexible Spending 11.05.2024
			Check Total	\$244.08	
11/04/24	211752	ACCESS WIRELESS DATA SOLUTIONS LLC	INV-49834	\$5,933.02	Netcloud Licensing FY25 - Fire Svcs Cradlepoints
			Check Total	\$5,933.02	
11/04/24	211753	AFLAC PREMIUM HOLDING	101124	\$911.99	Payroll Run 1 - Warrant 241011
11/04/24	211753	AFLAC PREMIUM HOLDING	101824	\$911.99	Payroll Run 1 - Warrant 241018

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

Invoices Processed for period 11/01/24 to 11/08/24

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/04/24	211753	AFLAC PREMIUM HOLDING	10252024	\$853.68	Payroll Run 1 - Warrant 241025
11/04/24	211753	AFLAC PREMIUM HOLDING	110124	\$970.30	Payroll Run 1 - Warrant 241101
			Check Total	\$3,647.96	
11/04/24	211754	AT&T MOBILITY II LLC	287291122839 1024	\$153.29	AT&T E911 Go Kits
			Check Total	\$153.29	
11/04/24	211755	EAST CENTRAL FLORIDA BOATWORKS	WO025176	\$2,672.39	FCSO BOAT ENGINE 7374 & BOAT ENGINE 7375
			Check Total	\$2,672.39	
11/04/24	211756	CITY OF BUNNELL	01-0270-01 1024	\$546.61	1769 E MOODY BLVD 3 9.31.24-9.30.24
			Check Total	\$546.61	
11/04/24	211757	CITY OF PALM COAST	RO U003859	\$300.00	PCW ASSIST BELL BILL#21452139
			Check Total	\$300.00	
11/04/24	211758	EAST CENTRAL FL OUTPATIENT IMAGING	RO MO12743	\$157.14	IHC - ██████████ RO MO12743
			Check Total	\$157.14	
11/04/24	211759	ENVIRONMENTAL CONTROL SYSTEMS INC	29615	\$525.00	HYDROJET CLEANOUT-FLAGLER COUNTY JAIL
11/04/24	211759	ENVIRONMENTAL CONTROL SYSTEMS INC	29625	\$525.00	HYDROJET CLEANOUT-FLAGLER COUNTY JAIL- SEWER LINES
			Check Total	\$1,050.00	
11/04/24	211760	FLAGLER CO CLERK OF CIRCUIT COURT &	110124	\$18.00	Payroll Run 1 - Warrant 241101
			Check Total	\$18.00	
11/04/24	211761	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	110124	\$474,794.75	Payroll Run 1 - Warrant 241101
			Check Total	\$474,794.75	
11/04/24	211762	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	8293	\$4,291.66	ANNUAL BUILDING LEASE FY25 NOVEMBER
			Check Total	\$4,291.66	
11/04/24	211763	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	1101.24	\$2,306.93	Payroll Run 1 - Warrant 241101
			Check Total	\$2,306.93	
11/04/24	211764	FLAGLER OB GYN PA	RO MO12668	\$166.48	IHC - ████████ RO MO12668
11/04/24	211764	FLAGLER OB GYN PA	RO MO12671	\$89.77	IHC - ████████ RO MO12671
			Check Total	\$256.25	
11/04/24	211765	FLORIDA POWER & LIGHT COMPANY	96476-02979 0824	\$218.41	201 AIRPORT RD # STREETLIGHTS
			Check Total	\$218.41	
11/04/24	211766	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003857	\$300.00	FPL ASSIST COLE RO U003857
11/04/24	211766	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003858	\$300.00	FPL ASSIST COLE RO U003858

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

Invoices Processed for period 11/01/24 to 11/08/24

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$600.00	
11/04/24	211767	GRAFT, INC	653148	\$395.00	NOVEMBER WEB PACKAGE
			Check Total	\$395.00	
11/04/24	211768	LIVE TOUR NETWORK, INC.	29260	\$399.99	UGOV Mobile App Hosting Nov 2025
			Check Total	\$399.99	
11/04/24	211769	MCGRATH RENTCORP AND SUBSIDIARIES	301542422	\$512.50	STORAGE BUILDING RENT - STATION 92
			Check Total	\$512.50	
11/04/24	211770	MICHAEL MORGAN	11-16-24 Event	\$4,825.00	EMPLOYEE PICNIC - FOOD
			Check Total	\$4,825.00	
11/04/24	211771	MICHELLE HILL	1493	\$200.00	Halloween Fest - Facepainting
			Check Total	\$200.00	
11/04/24	211772	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00138491	\$1,924.17	AUTOMOTIVE PARTS AND SUPPLIES
11/04/24	211772	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00138661	\$101.41	AUTOMOTIVE PARTS AND SUPPLIES
11/04/24	211772	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00138828	\$82.32	AUTOMOTIVE PARTS AND SUPPLIES
11/04/24	211772	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00138915	\$161.29	AUTOMOTIVE PARTS AND SUPPLIES
			Check Total	\$2,269.19	
11/04/24	211773	CENTENE MANAGEMENT COMPANY	REFUND 10/23	\$11,503.60	CHECK #000096852 RETURN CHECK - NO BACK UP
			Check Total	\$11,503.60	
11/04/24	211774	PALM COAST SIGNS & GRAPHICS INC	24-1423	\$45.00	PUSH BUTTON OR YELL FOR HELP SIGNS-FACILITIES
			Check Total	\$45.00	
11/04/24	211775	PEMICA INC	24-10-032F	\$1,350.00	X RAY MACHINE REPAIR-JUSTICE CENTER
			Check Total	\$1,350.00	
11/04/24	211776	TEN-8 FIRE & SAFETY, LLC	23385	\$351,825.00	ROLLING STOCK RESCUE
11/04/24	211776	TEN-8 FIRE & SAFETY, LLC	23386	\$373,840.00	ROLLING STOCK RESCUE
			Check Total	\$725,665.00	
11/04/24	211777	VISIT JACKSONVILLE	INV-00032	\$1,800.00	JACKSONVILLE VISITOR PARTNERSHIP FY25
			Check Total	\$1,800.00	
			Report Total	\$2,187,957.67	

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

Invoices Processed for period 11/08/24 to 11/15/24

Item 06a(2)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/08/24	2246	NATIONWIDE RETIREMENT SOLUTIONS INC.	11082024	\$9,801.69	Payroll Run 1 - Warrant 241108
			Check Total	\$9,801.69	
11/08/24	2247	EXPERT PAY - CHILD SUPPORT WIRE	11082024	\$970.28	Payroll Run 1 - Warrant 241108
			Check Total	\$970.28	
11/08/24	2248	P&A ADMINISTRATIVE SERVICES, INC	11.07.2024	\$703.17	P&A Flexible Spending 11.06.2024
			Check Total	\$703.17	
11/08/24	2249	OPTUMRX PBM OF ILLINOIS, INC	INV1517742	\$97,824.91	INV1517742 Flagler 10.16.2024 - 10.31.2024
			Check Total	\$97,824.91	
11/08/24	2250	OPTUMRX PBM OF ILLINOIS, INC	INV1518177	\$4,014.00	INV1518177 Flagler 10-16.2024 - 10.31.2024
			Check Total	\$4,014.00	
11/12/24	2251	P&A ADMINISTRATIVE SERVICES, INC	11.09.2024	\$875.80	P&A Flexible Spending 10.29.2024 - 11.08.2024
			Check Total	\$875.80	
11/12/24	2252	P&A ADMINISTRATIVE SERVICES, INC	11.08.2024	\$760.84	P&A Flexible Spending 11.07.2024
			Check Total	\$760.84	
11/12/24	2253	P&A ADMINISTRATIVE SERVICES, INC	11.11.2024	\$229.68	P&A Flexible Spending 11.09.2024 - 11.10.2024
			Check Total	\$229.68	
11/12/24	2254	P&A ADMINISTRATIVE SERVICES, INC	11.10.2024	\$109.02	P&A Flexible Spending 11.08.2024 - 11.09.2024
			Check Total	\$109.02	
11/13/24	2255	EXPRESS TAX - TTL WIRE	111524	\$131,253.86	Payroll Run 1 - Warrant 241115
			Check Total	\$131,253.86	
11/13/24	2256	FL DEPT OF BUS & PROF REG	Q1 FY2025	\$8,691.09	GM SURCHARGE TO STATE ENDING 09/30/2024
			Check Total	\$8,691.09	
11/13/24	2257	P&A ADMINISTRATIVE SERVICES, INC	11.12.2024	\$1,121.42	P&A Flexible Spending 11.11.2024 - 11.12.2024
			Check Total	\$1,121.42	
11/12/24	211778	AAA FENCE	40934	\$13,650.00	SLIDE GATE- AG EXTENSION
11/12/24	211778	AAA FENCE	41679	\$9,000.00	SLIDE GATE- AG EXTENSION
			Check Total	\$22,650.00	
11/12/24	211779	ABC BUS, INC.	45697	\$149,676.00	FCPT NEW BUSES
			Check Total	\$149,676.00	
11/12/24	211780	AETNA BEHAVIORAL HEALTH LLC	E0331639	\$560.00	CAPITATION FOR PERIOD OF DECEMBER 2024
			Check Total	\$560.00	
11/12/24	211781	AIRGAS USA LLC	5512203833	\$1,305.23	GASES, CONTAINERS, EQUIPMENT: LABORATORY, MEDICAL,
			Check Total	\$1,305.23	
11/12/24	211782	AMERICAN JANITORIAL, INC.	28448	\$1,110.00	HURRICANE MILTON - ADDITIONAL CLEANING EOC
			Check Total	\$1,110.00	
11/12/24	211783	ANEW COUNSELING, LLC	010-A	\$300.00	INV#010-A MENTAL HEALTH SERVICE-SENIORS
			Check Total	\$300.00	
11/12/24	211784	ARGOS USA, LLC	93544446	\$1,575.00	HURRICANE MILTON - ARGOS - SAND

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

Invoices Processed for period 11/08/24 to 11/15/24

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211784	ARGOS USA, LLC	93544530	\$3,150.00	HURRICANE MILTON - ARGOS - SAND
11/12/24	211784	ARGOS USA, LLC	93544531	\$420.00	HURRICANE MILTON - ARGOS - SAND
11/12/24	211784	ARGOS USA, LLC	93545654	\$9,450.00	HURRICANE MILTON - ARGOS - SAND
			Check Total	\$14,595.00	
11/12/24	211785	AT&T MOBILITY II LLC	287304363950 1024	\$125.34	AT&T Parks Courts IT Oct 2024
			Check Total	\$125.34	
11/12/24	211786	BLACK CREEK INTEGRATED SYSTEMS CORP	1034001.03	\$401,952.00	UPGRADE JAIL CAMERA SYSTEM AND ACCESS CONTROL
			Check Total	\$401,952.00	
11/12/24	211787	BOULEVARD TIRE CENTER	27-GS111742	\$6,531.40	TIRES (SHERIFF)
11/12/24	211787	BOULEVARD TIRE CENTER	27-GS111743	\$1,712.64	TIRES (SHERIFF)
11/12/24	211787	BOULEVARD TIRE CENTER	27-GS112022	\$699.94	TIRES (SHERIFF)
11/12/24	211787	BOULEVARD TIRE CENTER	27-GS112086	\$7,597.92	TIRES (SHERIFF)
			Check Total	\$16,541.90	
11/12/24	211788	BOUND TREE MEDICAL LLC	85373337	\$1,122.33	EMS MEDICAL SUPPLIES & REPLATE
11/12/24	211788	BOUND TREE MEDICAL LLC	85441524	\$215.95	EMS MEDICAL SUPPLIES & REPLATE
11/12/24	211788	BOUND TREE MEDICAL LLC	85513929	\$1,518.08	EMS MEDICAL SUPPLIES & REPLATE
			Check Total	\$2,856.36	
11/12/24	211789	CANARX GROUP INC	INV46605	\$3,381.40	INV46605 Flagler 10.16.2024 - 10.31.2024
			Check Total	\$3,381.40	
11/12/24	211790	CDW GOVERNMENT LLC	AB3GI5M	\$28,480.00	Threatlocker 1 Yr
			Check Total	\$28,480.00	
11/12/24	211791	CHANGE HEALTHCARE	7004207459	\$2,453.16	AMBULANCE BILLING SERVICE
			Check Total	\$2,453.16	
11/12/24	211792	CINTAS CORPORATION	4207394861	\$458.48	UNIFORM RENTALS - FACILITIES
			Check Total	\$458.48	
11/12/24	211793	CITY OF BUNNELL	01-0250-01 0924.1	\$941.93	COURTHOUSE BLDG#1 - 1769 E MOODY - 8/31/24- 9/30/24
11/12/24	211793	CITY OF BUNNELL	01-0260-01	\$1,245.62	GSB BLDG#2 - 1769 E MOODY - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	01-0280-01 0924.1	\$278.01	HEALTH CLINIC BLDG#4 -1769 E MOODY-8/31/24- 9/30/24
11/12/24	211793	CITY OF BUNNELL	01-0290-01	\$842.45	GS BLDG#5 - 1769 E MOODY - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	01-0300-01	\$5,562.30	ENERGY PLANT #6A - 1769 E MOODY - 8/31/24-9/30
11/12/24	211793	CITY OF BUNNELL	01-0310-01 0924.1	\$143.70	ENERGY PLANT #6B - 1769 E MOODY - 8/31/24- 9/30/24
11/12/24	211793	CITY OF BUNNELL	01-0331-00 0924.1	\$321.78	FCSO SHERIFF BLDG - 610 JUSTICE - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	01-5250-02	\$270.02	LAND MGNT - 1790 OLD MOODY - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	02-1950-01	\$411.37	HOLDEN HOUSE - 206 E MOODY - 8/31/24-9/30/24

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

Invoices Processed for period 11/08/24 to 11/15/24

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211793	CITY OF BUNNELL	03-3540-01 0924.1	\$329.55	ARENA RESTROOMS - 160 SAWGRASS - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	03-3560-01 0924.1	\$275.81	FAIRGROUNDS RESTROOM-160 SAWGRASS-8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	04-2400-02	\$366.87	SMA HEALTHCARE - 103 E MOODY - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	04-2410-01 0924.1	\$246.48	SALLY'S SAFE HAVEN - 106 E MOODY - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	05-0030-01	\$18,332.29	FCSO INMATE FAC - 1001 JUSTICE - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	05-0040-01	\$796.01	FCSO JAIL ADMIN - 1001 JUSTICE - 8/31/24-9/30/24
11/12/24	211793	CITY OF BUNNELL	05-0052-00 0924.01	\$264.37	FCSO SHERIFF BLDG - 610 JUSTICE - 8/31/24-9/30/24
			Check Total	\$30,628.56	
11/12/24	211794	CITY OF PALM COAST	21466084	\$8,563.23	170 AVIATION DR 09.11.24 - 10.09.24
11/12/24	211794	CITY OF PALM COAST	48111	\$2,195.09	FUEL USAGE SEP 24
11/12/24	211794	CITY OF PALM COAST	REIMBURSE WW10	\$288,113.90	REIMBURSEMENT FOR WILLOW WOODS #10
11/12/24	211794	CITY OF PALM COAST	RO U003860	\$124.34	PCW ASSIST SOUZA BILL#21468224
11/12/24	211794	CITY OF PALM COAST	RO U003862	\$86.33	PCW ASSIST CACCAMO (LUCIANO) BILL#21465303
11/12/24	211794	CITY OF PALM COAST	RO U003864	\$138.93	PCW ASSIST COLON BILL# 21450151
11/12/24	211794	CITY OF PALM COAST	RO U003865	\$300.00	PCW ASSIST TERRY BILL# 21440077
11/12/24	211794	CITY OF PALM COAST	RO U003866	\$300.00	PCW ASSIST ABENDSCHOEN BILL#21448199
			Check Total	\$299,821.82	
11/12/24	211795	CONNECTWISE, LLC (F/K/A CONTINUUM PARENT. LLC)	INV01242033	\$2,570.41	IT Support Desk Software Nov 2024
			Check Total	\$2,570.41	
11/12/24	211796	CSI GEO INC	5118-37901-04	\$14,985.12	Old Haw Creek Rd Paving - CEI
			Check Total	\$14,985.12	
11/12/24	211797	CUMBERLAND INTERNATIONAL TRUCKS OF FLORIDA LLC	X205023649:01	\$1,036.00	AUTOMOTIVE AND EQUIPMENT PARTS
			Check Total	\$1,036.00	
11/12/24	211798	DEPARTMENT OF JUVENILE JUSTICE	202410-18	\$27,715.16	PRE-DISPOSITIONAL DETENTION COSTS FOR FY24/25 OCT
11/12/24	211798	DEPARTMENT OF JUVENILE JUSTICE	202411-18	\$27,715.16	PRE-DISPOSITIONAL DETENTION COSTS FOR FY24/25 NOV
			Check Total	\$55,430.32	
11/12/24	211799	DUNES COMM DEV DISTRICT	002-0007-02 0924.1	\$147.97	OLD SALT PARK - 200 16TH RD - 9/6/24-10/7/24
11/12/24	211799	DUNES COMM DEV DISTRICT	002-0039-00 0924.1	\$163.40	JUNGLE HUT PARK - 125 JUNGLE HUT - 9/6/24-10/7/24
			Check Total	\$311.37	
11/12/24	211800	EAST CENTRAL FL OUTPATIENT IMAGING	RO MO12742	\$2,046.51	IHC - ██████████ RO MO12742
			Check Total	\$2,046.51	

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

Invoices Processed for period 11/08/24 to 11/15/24

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211801	EAST FLAGLER MOSQUITO CONTROL	101262	\$3,641.40	MOSQUITO TREATMENT
			Check Total	\$3,641.40	
11/12/24	211802	EASTERN AVIATION FUELS INC	4159617	\$32,632.17	AVGAS AVIATION FUEL FOR RESALE
11/12/24	211802	EASTERN AVIATION FUELS INC	4168156	\$21,686.06	JEY A AVIATION FUEL FOR RESALE
			Check Total	\$54,318.23	
11/12/24	211803	EDWARD J BROWER	TRAVEL 10.21.24	\$276.82	2024 FGFOA SCHOOL OF FINANCE CONF 10.21 - 10.25.24
			Check Total	\$276.82	
11/12/24	211804	EMPIRE COMPUTING & CONSULTING, INC.	14080	\$60.00	EQUIPMENT MAINTENANCE FOR ROUTERS
			Check Total	\$60.00	
11/12/24	211805	ESO SOLUTIONS, INC	ESO-147355	\$34,342.40	ESO CAD INTERFACE MAINTENANCE
			Check Total	\$34,342.40	
11/12/24	211806	FAMILY LIFE CENTER	DV 1024	\$5,424.00	PROVIDE DOMESTIC VIOLENCE SERVICES OCTOBER 2024
11/12/24	211806	FAMILY LIFE CENTER	SAVE 1024	\$2,288.00	PROVIDE SEXUAL ASSAULT SERVICES OCTOBER 2024
			Check Total	\$7,712.00	
11/12/24	211807	FASTENAL COMPANY	FLORM58176	\$1,019.25	FACILITIES SUPPLIES
11/12/24	211807	FASTENAL COMPANY	FLORM58198	\$242.76	FACILITIES SUPPLIES
			Check Total	\$1,262.01	
11/12/24	211808	FEDERAL EXPRESS CORPORATION	8-668-17019	\$24.47	SHIPPING TO NORTHWEST HELICOPTERS
			Check Total	\$24.47	
11/12/24	211809	FLAGLER CO CLERK OF CIRCUIT COURT &	11082024	\$16.00	Payroll Run 1 - Warrant 241108
11/12/24	211809	FLAGLER CO CLERK OF CIRCUIT COURT &	POSTAGE 1024	\$340.95	POSTAGE - OCTOBER 2024
			Check Total	\$356.95	
11/12/24	211810	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	11082024	\$19,510.44	Payroll Run 1 - Warrant 241108
			Check Total	\$19,510.44	
11/12/24	211811	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	8275	\$1,817.67	FIRE FLIGHT HANGAR RENT
11/12/24	211811	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	8276	\$372.73	WATER USAGE ST 92 / FF
			Check Total	\$2,190.40	
11/12/24	211812	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	October-24	\$7,142.30	24-25 TRANSPORTATION COST FOR CONGREGATE MEALS
			Check Total	\$7,142.30	
11/12/24	211813	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	110824	\$2,306.93	Payroll Run 1 - Warrant 241108

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

Invoices Processed for period 11/08/24 to 11/15/24

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$2,306.93	
11/12/24	211814	FLAGLER HOSPITAL INC	RO MO12768	\$370.40	IHC - [REDACTED] RO MO12768
			Check Total	\$370.40	
11/12/24	211815	FLAGLER HUMANE SOCIETY INC	1061AB	\$17,362.42	ANIMAL CONTROL SERVICES - OCTOBER 2024
			Check Total	\$17,362.42	
11/12/24	211816	FLAGLER VOLUNTEER SERVICES, INC.	FVS 1024	\$1,100.00	FVS FY25 Disaster Volunteer Contract- OCTOBER 2024
			Check Total	\$1,100.00	
11/12/24	211817	FLORIDA CLINICAL PRACTICE ASSOC	RO MO12780	\$256.91	IHC - [REDACTED] RO MO12780
			Check Total	\$256.91	
11/12/24	211818	FLORIDA DRUG TESTING INC.	ADC 1024	\$2,457.00	DRUG SCREENS COLLECTED 117@\$21
11/12/24	211818	FLORIDA DRUG TESTING INC.	PT1024	\$945.00	DRUG SCREEN COLLECTION 45@\$21
			Check Total	\$3,402.00	
11/12/24	211819	FLORIDA JANITOR & PAPER SUPPLY INC	375892	\$725.67	CUSTODIAL SUPPLIES
11/12/24	211819	FLORIDA JANITOR & PAPER SUPPLY INC	375892-1	\$166.96	CUSTODIAL SUPPLIES
			Check Total	\$892.63	
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	14382-81592 1024.1	\$223.12	120 AIRPORT ROAD 10-3-24-11-4-24
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	30447-09560 1024	\$25.66	BULLOW HOUSE - 3333 OLD KINGS - 10/1/24-11/1/24
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	31022-57114 1024	\$478.43	1001 Justice Ln Oct 2024
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	32986-21099 10/24	\$25.74	3055 CR 13 PUMP 10.2-11.2024
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	50759-58024 1024	\$38.38	RED ROOF STORAGE - 245 CR 305 - 9/23/24-10/23/24
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	53126-12590 0924 2	\$43.33	267 OLD MOODY BLVD # HSE
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	77253-47111 1024.1	\$140.22	1769 E Moody Blvd Tower Oct 2024
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	81643-01106 1024	\$26.68	BC CAMP WATER PUMP-3861 W CR 2006-9/23/24-10/23/24
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	88277-77288	\$402.79	1250 Old Dixie Tower Oct 2024
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	90268-02992 10/24	\$357.75	3055 CR 13 10.2-11.2.24
11/12/24	211820	FLORIDA POWER & LIGHT COMPANY	96326-02984 1024	\$989.54	ST-LGT #DY N SRVC DIST 10.2.24 - 11.2.24
			Check Total	\$2,751.64	
11/12/24	211821	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003861	\$66.73	FPL ASSIST CACCAMO (LUCIANO) RO U003861
11/12/24	211821	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003863	\$143.33	FPL ASSIST WILLIAMS RO U003863
11/12/24	211821	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003867	\$242.00	FPL ASSIST WATT RO U003867

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211821	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003868	\$169.77	FPL ASSIST MAJOR RO U003868
			Check Total	\$621.83	
11/12/24	211822	H.R. LEWIS PETROLEUM CO.	351116	\$2,121.60	OIL AND GREASE
11/12/24	211822	H.R. LEWIS PETROLEUM CO.	351176	\$4,935.55	OIL AND GREASE
			Check Total	\$7,057.15	
11/12/24	211823	HALIFAX PAVING INC	PAY APP 04	\$1,592,403.68	OLD HAW CREEK FROM 304 TO SR 100
			Check Total	\$1,592,403.68	
11/12/24	211824	HERITAGE FUNERAL & CREMATION SRVC	RO B000357	\$600.00	INDIGENT CREMATION VAN ALLEN RO B000357
			Check Total	\$600.00	
11/12/24	211825	IBS OF COASTAL JACKSONVILLE	30050930	\$1,621.05	AUTOMOTIVE AND EQUIPMENT BATTE
11/12/24	211825	IBS OF COASTAL JACKSONVILLE	30050987	\$448.78	AUTOMOTIVE AND EQUIPMENT BATTE
11/12/24	211825	IBS OF COASTAL JACKSONVILLE	30051086	\$1,020.06	AUTOMOTIVE AND EQUIPMENT BATTE
			Check Total	\$3,089.89	
11/12/24	211826	INDIGITAL TELECOM	19093	\$4,758.00	Monthly Routing Services - E-911 Nov 2024
			Check Total	\$4,758.00	
11/12/24	211827	INSPIRE PLACEMAKING COLLECTIVE INC.	2300920	\$4,908.07	23-001P - COMPREHENSIVE PLAN THRU 10.26.24
			Check Total	\$4,908.07	
11/12/24	211828	JUDY BUCEK	VOL REIMBURSE 4THQTR	\$280.00	VOL REIMBURSEMENT JUL-SEP24
			Check Total	\$280.00	
11/12/24	211829	KALEY STUBBS BUCEK	VOL REIMBURSE 4THQTR	\$300.00	VOL REIMBURSEMENT JUL-SEP24
			Check Total	\$300.00	
11/12/24	211830	KAMERON BUCEK	VOL REIMBURSE 4THQTR	\$300.00	VOL REIMBURSEMENT JUL-SEP24
			Check Total	\$300.00	
11/12/24	211831	KARL N. FLAGG SERENITY MEMORIAL	TRANSPORT 1024	\$1,575.00	TRANSPORTATION OF CADAVER SERVICE-OCT 2024
			Check Total	\$1,575.00	
11/12/24	211832	KEVIN M BUCEK	VOL REIMBURSE 4THQTR	\$300.00	VOL REIMBURSEMENT JUL-SEP24
			Check Total	\$300.00	
11/12/24	211833	KNIGHT JON BOY INC	394885	\$80.00	TOILET RENTAL-LAKE DISTON BOAT RAMP OCT24
11/12/24	211833	KNIGHT JON BOY INC	394886	\$80.00	PORTABLE TOILET RENTAL-GR SWAMP-OCT24
11/12/24	211833	KNIGHT JON BOY INC	394887	\$80.00	TOILET RENTAL-HAMMOCK OCT24
11/12/24	211833	KNIGHT JON BOY INC	394888	\$480.00	PORTABLE TOILET RENTAL-PRINCESS PL-OCT24
11/12/24	211833	KNIGHT JON BOY INC	394889	\$140.00	PORTABLE TOILET RENTAL-RIVER TO SEA-OCT24
11/12/24	211833	KNIGHT JON BOY INC	394890	\$80.00	PORTABLE TOILET RENTAL-BIG RED BARN-OCT24

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211833	KNIGHT JON BOY INC	394891	\$80.00	PORTABLE TOILET RENTAL-SHELL BLUFF-OCT24
11/12/24	211833	KNIGHT JON BOY INC	394892	\$30.00	PORTABLE TOILET RENTAL-FAIRGROUNDS-OCT24
			Check Total	\$1,050.00	
11/12/24	211834	KNOX COMPANY	INV-KA-347921	\$9,666.00	MED VAULTS
			Check Total	\$9,666.00	
11/12/24	211835	LAKE TIRE & AUTO, INC.	1-GS82683	\$1,092.33	AUTOMOTIVE AND EQUIPMENT TIRES
11/12/24	211835	LAKE TIRE & AUTO, INC.	1-GS82685	\$1,329.79	AUTOMOTIVE AND EQUIPMENT TIRES
			Check Total	\$2,422.12	
11/12/24	211836	LEVEL 3 COMMUNICATIONS LLC	708234141	\$1,989.38	VPN Courts Oct 2024
11/12/24	211836	LEVEL 3 COMMUNICATIONS LLC	712223560	\$1,989.38	VPN Courts Nov 2024
			Check Total	\$3,978.76	
11/12/24	211837	RELX INC.	3095411729	\$279.00	LEXIS NEXIS SUBSCRIPTION 10.1.24-10.31.24
			Check Total	\$279.00	
11/12/24	211838	LOWE'S HOME CENTERS, LLC	71400	\$294.45	PLYWOOD-DRAWER KNOBS- PAINT- GSB HR BUILDOUT
11/12/24	211838	LOWE'S HOME CENTERS, LLC	97669	\$1,199.99	CABINETRY-GSB- HR OFFICE BUILDOUT
			Check Total	\$1,494.44	
11/12/24	211839	MANUFACTURERS AND TRADERS TRUST COMPANY	R001979	\$575.80	MORTGAGE ASSIST KECK R001979
			Check Total	\$575.80	
11/12/24	211840	MCKESSON MEDICAL-SURGICAL INC	71598816	\$352.36	MEDICAL GOODS & SUPPLIES FOR EMPLOYEE CLINIC
11/12/24	211840	MCKESSON MEDICAL-SURGICAL INC	71703392	\$121.28	MCKESSON MEDICAL SUPPLIES
11/12/24	211840	MCKESSON MEDICAL-SURGICAL INC	72073728	\$551.27	MEDICAL GOODS & SUPPLIES FOR EMPLOYEE CLINIC
			Check Total	\$1,024.91	
11/12/24	211841	MEDI-QUICK URGENT CARE CENTERS INC	MQ 11/04/2024	\$120.00	POST-OFFER SCREENING FOR FIRE RESCUE
			Check Total	\$120.00	
11/12/24	211842	PIERRE-JEAN, MELODY	19	\$90.00	Inv # 19 SS Dietitian Services
			Check Total	\$90.00	
11/12/24	211843	MFB FINANCIAL INC	INV1756	\$1,653.42	October 2024 MFB Fees
			Check Total	\$1,653.42	
11/12/24	211844	MICHAEL KRESS	VOL REIMBURSE 4THQTR	\$100.00	VOL REIMBURSEMENT JUL-SEP24
			Check Total	\$100.00	
11/12/24	211845	MEDICAL RISK SOLUTIONS, LLC	104037	\$11,293.00	OCTOBER 2024 PROGRAM FEES
11/12/24	211845	MEDICAL RISK SOLUTIONS, LLC	104084	\$52,539.97	SERVICES FOR MGMT OF EMPLOYEE HEALTH CLINIC FY25
			Check Total	\$63,832.97	
11/12/24	211846	NAFECO	1272604	\$483.00	FIRE EQUIPMENT, TOOLS, UNIFORM

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211846	NAFECO	1272618	\$174.00	FIRE EQUIPMENT, TOOLS, UNIFORM
11/12/24	211846	NAFECO	1272640	\$513.18	FIRE EQUIPMENT, TOOLS, UNIFORM
11/12/24	211846	NAFECO	1272648	\$54.00	FIRE EQUIPMENT, TOOLS, UNIFORM
			Check Total	\$1,224.18	
11/12/24	211847	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00139205	\$1,277.44	AUTOMOTIVE PARTS CREDIT 118-00139344
11/12/24	211847	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00139308	\$79.90	AUTOMOTIVE PARTS AND SUPPLIES
11/12/24	211847	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00139344	(\$132.18)	AUTOMOTIVE PARTS INVOICE 118-00139205
11/12/24	211847	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00139345	\$39.66	AUTOMOTIVE PARTS AND SUPPLIES
			Check Total	\$1,264.82	
11/12/24	211848	NEUROLOGY ASSOCIATES OF ORMOND BEACH PA	RO MO12750	\$126.76	IHC - ██████████ RO MO12750
			Check Total	\$126.76	
11/12/24	211849	EMS TECHNOLOGY SOLUTIONS, LLC	64020	\$11,568.00	INVENTORY/ASSET MANAGEMENT SOFTWARE
			Check Total	\$11,568.00	
11/12/24	211850	P&A ADMINISTRATIVE SERVICES, INC	F79415013897	\$1,496.00	November 2024 Flex Admin Fees
			Check Total	\$1,496.00	
11/12/24	211851	ALS PALM COAST LLC	1322	\$559.00	10.2024 - PPP COTTAGE LAUNDRY - INV#1322
			Check Total	\$559.00	
11/12/24	211852	PALM COAST SIGNS & GRAPHICS INC	24-1646	\$365.00	Lettering for Entryway Doors - IT Support
			Check Total	\$365.00	
11/12/24	211853	PHYSICIANS AMBULATORY SURGERY CENTR	RO MO12740	\$282.11	IHC - ██████████ RO MO12740
			Check Total	\$282.11	
11/12/24	211854	PLANSOURCE BENEFITS ADMINISTRATION	IN345159	\$570.57	October 2024 ACA Fees
			Check Total	\$570.57	
11/12/24	211855	PRESERVE AT FLAGLER BEACH LLC	R001977	\$1,500.00	RENT ASSIST HECK R001977
			Check Total	\$1,500.00	
11/12/24	211856	PRIME HEALTH SERVICES, INC	105230	\$3,556.63	INMATE MEDICAL RS 8.27.24 - 8.28.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105232	\$6,071.11	INMATE MEDICAL VI 8.22.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105233	\$48,591.79	INMATE MEDICAL RM 2.29.24-3.6.24,4.18.24-4.26.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105234	\$202.94	INMATE MEDICAL RK 5.23.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105235	\$31,212.49	INMATE MEDICAL MS 3.25.23-3.26.23
11/12/24	211856	PRIME HEALTH SERVICES, INC	105236	\$4,287.19	INMATE MEDICAL JW 9.9.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105237	\$1,270.14	INMATE MEDICAL TR 9.15.24-9.16.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105238	\$52,829.33	INMATE MEDICAL WD 8.27.24-9.2.24

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211856	PRIME HEALTH SERVICES, INC	105239	\$15,723.16	INMATE MEDICAL AR 4.5.24-4.8.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105421	\$538.30	INMATE MEDICAL PC 8.13.24-8.16.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105422	\$651.88	INMATE MEDICAL TR 9.18.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105423	\$1,356.82	INMATE MEDICAL WD 8.27.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105469	\$1,027.44	INMATE MEDICAL SB 9.18.23 - 9.21.23
11/12/24	211856	PRIME HEALTH SERVICES, INC	105470	\$18,279.73	INMATE MEDICAL RM 2.1.24 - 2.7.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105472	\$18,928.88	INMATE MEDICAL TR 9.14.24 - 9.18.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105473	\$4,538.70	INMATE MEDICAL MM 5.3.24, 5.6.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	105474	\$1,815.48	INMATE MEDICAL JW 12.7.23
11/12/24	211856	PRIME HEALTH SERVICES, INC	105546	\$579.85	INMATE MEDICAL RM 3.6.24
11/12/24	211856	PRIME HEALTH SERVICES, INC	2022-1917-002-01	\$229.50	INMATE MEDICAL BB 11.20.21
11/12/24	211856	PRIME HEALTH SERVICES, INC	2023-1016-003-01	\$535.66	INMATE MEDICAL MH 2.21.23,3.7.23
			Check Total	\$212,227.02	
11/12/24	211857	PRIME HEALTH SERVICES, INC	105424	\$19.22	INMATE MEDICAL GR 6.1.24
11/12/24	211857	PRIME HEALTH SERVICES, INC	105550	\$156.55	INMATE MEDICAL JL 7.18.24
11/12/24	211857	PRIME HEALTH SERVICES, INC	2022-1917-001-01	\$104.67	INMATE MEDICAL BB 11.20.21
11/12/24	211857	PRIME HEALTH SERVICES, INC	2023-143-003-01	\$73.47	INMATE MEDICAL SD 7.8.22-7.11.22
			Check Total	\$353.91	
11/12/24	211858	PRO-TEK SERVICES OF CENTRAL FL INC.	209794	\$525.00	TERMITE TREATMENT SHERIFF OPS
			Check Total	\$525.00	
11/12/24	211859	R&G FLORIDA RENTAL LLC	R001976	\$1,500.00	RENT ASSIST HERBERT R001976
			Check Total	\$1,500.00	
11/12/24	211860	RAYMOND CARDONA	VOL REIMBURSE 4THQTR	\$70.00	VOL REIMBURSEMENT JUL-SEP24
			Check Total	\$70.00	
11/12/24	211861	AMBROSE, RICK	10938 - AMBROSE	\$100.00	10938 - PPP - EQ OPEN FIELD
			Check Total	\$100.00	
11/12/24	211862	ANDERSON, HEATHER	10871-1 - ANDERSON	\$200.00	10871-1 - PPP - COTTAGE#2 - CANCELLATION
			Check Total	\$200.00	
11/12/24	211863	ANDERSON, HEATHER	10871-2 - ANDERSON	\$250.00	10871-2 - PPP - COTTAGE#2 - CANCELLATION
			Check Total	\$250.00	
11/12/24	211864	BARZSO, CRAIG	11041 - BARZSO	\$200.00	11041 - PPP - COTTAGE#3
			Check Total	\$200.00	
11/12/24	211865	BAZEMORE, GREG	10267-1 - BAZEMORE	\$200.00	10267-1 - PPP - COTTAGE#1
			Check Total	\$200.00	
11/12/24	211866	BRADFORD, CARLA	11047 - BRADFORD	\$200.00	11047 - PPP - COTTAGE#2

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$200.00	
11/12/24	211867	BRENNAN, ANNMARIE	9681 - BRENNAN	\$200.00	9681 - PPP - COTTAGE#1
			Check Total	\$200.00	
11/12/24	211868	CHIN, SOPHEAK	10414-1 - CHIN	\$75.00	10414-1 - PPP - PAV OPEN FIELD - REFUND
			Check Total	\$75.00	
11/12/24	211869	CHIN, SOPHEAK	10417 - CHIN	\$200.00	10417 - PPP - COTTAGE#3
			Check Total	\$200.00	
11/12/24	211870	CHIN, SOPHEAK	10414 - CHIN	\$100.00	10414 - PPP - PAVILION
			Check Total	\$100.00	
11/12/24	211871	CLEMMONS, JAMES	10201-1 - CLEMMONS	\$750.00	10201-1 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$750.00	
11/12/24	211872	CLEMMONS, JAMES	10201-2 - CLEMMONS	\$200.00	10201-2 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$200.00	
11/12/24	211873	CRAIG, BRAYDEN	10937-1 - CRAIG	\$100.00	10937-1 - BAY DR PARK PAV - CANCELLATION
			Check Total	\$100.00	
11/12/24	211874	CRAIG, BRAYDEN	10937-2 - CRAIG	\$100.00	10937-2 - BAY DR PARK PAV - CANCELLATION
			Check Total	\$100.00	
11/12/24	211875	DAWN LISEBY	10548-1 - LISEBY	\$30.00	10548-1 - HAMMOCK PAVILION - REFUND
			Check Total	\$30.00	
11/12/24	211876	DIANGELO, DANIEL	10572 - DIANGELO	\$100.00	10572 - BETTY STEFLIK - PAVILION
			Check Total	\$100.00	
11/12/24	211877	FRAZIER, MICHELLE	8378 - FRAZIER	\$100.00	8378 - HAMMOCK CC
			Check Total	\$100.00	
11/12/24	211878	GABELLA, JOSE	10884-1 - GABELLA	\$250.00	10884-1 - PPP COTTAGE#2 - CANCELLATION
			Check Total	\$250.00	
11/12/24	211879	GABELLA, JOSE	10884-2 - GABELLA	\$200.00	10884-2 - PPP COTTAGE#2 - CANCELLATION
			Check Total	\$200.00	
11/12/24	211880	GIORGIANNI, ALEX	10722 - GIORIANI	\$100.00	10722 - BAY DR PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211881	GLEISSNER, FRED	9189 - GLEISSNER	\$100.00	9189 - HERSCHEL KING PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211882	GRAVES, NICOLE	11074 - GRAVES	\$100.00	11074 - HAMMOCK CC
			Check Total	\$100.00	
11/12/24	211883	HALL, TERRI	10290 - HALL	\$400.00	10290 - PPP - COTTAGE#2&3

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$400.00	
11/12/24	211884	HIGDON, TAYLOR	10083-1 -	\$100.00	10083-1 - HAMMOCK CC - CANCELLATION
			Check Total	\$100.00	
11/12/24	211885	HIGDON, TAYLOR	10083-2 -	\$120.00	10083-2 - HAMMOCK CC - CANCELLATION
			Check Total	\$120.00	
11/12/24	211886	HOY, NICOLE	11053-1 - HOY	\$50.00	11053-1 - HAMMOCK CC - CANCELLATION
			Check Total	\$50.00	
11/12/24	211887	HOY, NICOLE	11053-2 - HOY	\$100.00	11053-2 - HAMMOCK CC - CANCELLATION
			Check Total	\$100.00	
11/12/24	211888	JOHNSTON, JENA	10699 - JOHNSTON	\$100.00	10699 - OLD DIXIE PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211889	JOHNSTON, LACY	11015 - JOHNSTON	\$200.00	11015 - PELLICER CC
			Check Total	\$200.00	
11/12/24	211890	KOZIOL, ANNE NICCOLETTE	11021 - KOZIOL	\$200.00	11021 - PPP - COTTAGE#1
			Check Total	\$200.00	
11/12/24	211891	KROMPHARDT, TIMOTHY	10942 - KROMPHARDT	\$100.00	10942 - BINGS LANDING - GAZEBO
			Check Total	\$100.00	
11/12/24	211892	KURIKA, TATIANA	10957 - KURIKA	\$100.00	10957 - BINGS LANDING - GAZEBO
			Check Total	\$100.00	
11/12/24	211893	LENTZ, JOLENE	9430-1 - LENTZ	\$375.00	9430-1 - BC RV#25 - CANCELLATION
			Check Total	\$375.00	
11/12/24	211894	LENTZ, JOLENE	9430-2 - LENTZ	\$45.00	9430-2 - BC RV#25 - CANCELLATION
			Check Total	\$45.00	
11/12/24	211895	LISENBY, DAWN	10548 - LISENBY	\$200.00	10548 - HAMMOCK PAVILION & MALACOMPRA TR
			Check Total	\$200.00	
11/12/24	211896	LOPEZ, LIZ	10429 - LOPEZ	\$100.00	10429 - HAMMOCK CC
			Check Total	\$100.00	
11/12/24	211897	LOVELL, KAREN	10529-1 - LOVELL	\$30.00	10529-1 - HERSCHEL KING PAV-CANCELLATION
			Check Total	\$30.00	
11/12/24	211898	LOVELL, KAREN	10529-2 - LOVELL	\$100.00	10529-2 - HERSCHEL KING PAV-CANCELLATION
			Check Total	\$100.00	
11/12/24	211899	MCPHERSON, LESLIE	9133-1 - MCPHERSON	\$100.00	9133-1 - HAMMOCK CC - CANCELLATION
			Check Total	\$100.00	
11/12/24	211900	MCPHERSON, LESLIE	9133-2 - MCPHERSON	\$150.00	9133-2 - HAMMOCK CC - CANCELLATION
			Check Total	\$150.00	
11/12/24	211901	MEADE, HEATHER	8355 - MEADE	\$200.00	8355 - PPP - COTTAGE#1

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$200.00	
11/12/24	211902	MELVIN, CARTER	10671 - MELVIN	\$100.00	10671 - BINGS LANDING - N PAVILION
			Check Total	\$100.00	
11/12/24	211903	ODOM, JUDE	10732 - ODOM	\$100.00	10732 - BETTY STEFLIK - PAVILION
			Check Total	\$100.00	
11/12/24	211904	RICE, LADDIE	9690-1 - RICE	\$200.00	9690-1 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$200.00	
11/12/24	211905	RICE, LADDIE	9690-2 - RICE	\$223.21	9690-2 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$223.21	
11/12/24	211906	RICE, LADDIE	9690-3 - RICE	\$26.79	9690-3 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$26.79	
11/12/24	211907	RICE, LADDIE	9690-4 - RICE	\$250.00	9690-4 - PPP - COTTAGE#1 - CANCELLATION
			Check Total	\$250.00	
11/12/24	211908	SALMANS, ZOE	10542 - SALMANS	\$100.00	10542 - BAY DRIVE PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211909	SCHERMERHORN, DEIA	10606 - SCHERMERHORN	\$100.00	10606 - ST JOHNS CC
			Check Total	\$100.00	
11/12/24	211910	SEILLIE, JANELLE	10724 - SEILLIE	\$200.00	10724 - PPP - COTTAGE#2
			Check Total	\$200.00	
11/12/24	211911	SMITH, PHILIP	10118 - SMITH	\$100.00	10118 - HERSCHEL KING PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211912	ST THOMAS EPISCOPAL CHURCH	10109-ST THOMAS EPIS	\$100.00	10109 - HERSCHEL KING PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211913	TAYLOR, CARLA	9214 - TAYLOR	\$100.00	9214 - CATTLEMANS HALL
			Check Total	\$100.00	
11/12/24	211914	TENNEY, JENNIFER	10653-1 - TENNEY	\$100.00	10653-1 - PPP PAVILION - CANCELLATION
			Check Total	\$100.00	
11/12/24	211915	TENNEY, JENNIFER	10653-2 - TENNEY	\$155.00	10653-2 - PPP PAVILION - CANCELLATION
			Check Total	\$155.00	
11/12/24	211916	TENNEY, JENNIFER	11048 - TENNEY	\$100.00	11048 - OLD DIXIE PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211917	THRONE, KAILA	8844-1 - THRONE	\$100.00	8844-1 - HAMMOCK CC - CANCELLATION
			Check Total	\$100.00	
11/12/24	211918	THRONE, KAILA	8844-2 - THRONE	\$46.73	8844-2 - HAMMOCK CC - CANCELLATION
			Check Total	\$46.73	

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

Invoices Processed for period 11/08/24 to 11/15/24

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211919	THRONE, KAILA	8844-3 - THRONE	\$3.27	8844-3 - HAMMOCK CC - CANCELLATION
			Check Total	\$3.27	
11/12/24	211920	THRONE, KAILA	8851-1 - THRONE	\$100.00	8851-1 - HAMMOCK PAVILION - CANCELLATION
			Check Total	\$100.00	
11/12/24	211921	THRONE, KAILA	8851-2 - THRONE	\$28.04	8851-2 - HAMMOCK PAVILION - CANCELLATION
			Check Total	\$28.04	
11/12/24	211922	THRONE, KAILA	8851-3 - THRONE	\$1.96	8851-3 - HAMMOCK PAVILION - CANCELLATION
			Check Total	\$1.96	
11/12/24	211923	TINCHER, AMY	10978 - TINCHER	\$100.00	10978 - BAY DRIVE PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211924	WALL, MEGAN	10436-1 - WALL	\$250.00	10436-1 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$250.00	
11/12/24	211925	WALL, MEGAN	10436-2 - WALL	\$200.00	10436-2 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$200.00	
11/12/24	211926	WHEELS IN MOTION	9215-WHEELS IN MOTIO	\$100.00	9215 - HERSCHEL KING PARK - PAVILION
			Check Total	\$100.00	
11/12/24	211927	SECURITY 101 HOLDINGS, LLC	INV49302	\$1,257.55	HURRICANE MILTON - POWER SUPPLY AND REPAIR
			Check Total	\$1,257.55	
11/12/24	211928	ST JOHNS HOUSING PARTNERSHIP INC.	8921-F	\$600.00	INSPECTION 330 UNDERWOOD
			Check Total	\$600.00	
11/12/24	211929	STANDARD INSURANCE COMPANY	Oct 2024 Basic Life	\$1,732.30	October 2024 Basic Life
			Check Total	\$1,732.30	
11/12/24	211930	SUMMIT HOME HEALTHCARE PRODUCTS	ADI SCSM 1024	\$320.61	SS SUMMIT ADI SCSM OCTOBER 2024
11/12/24	211930	SUMMIT HOME HEALTHCARE PRODUCTS	CCE SCSM 1024	\$467.56	SS SUMMIT CCE SCSM OCTOBER 2024
11/12/24	211930	SUMMIT HOME HEALTHCARE PRODUCTS	HCE SCSV 1024	\$145.50	SS SUMMIT HCE SCSV OCTOBER 2024
11/12/24	211930	SUMMIT HOME HEALTHCARE PRODUCTS	OA3B MATE 1024	\$355.74	SS SUMMIT OA3B MATE OCTOBER 2024
11/12/24	211930	SUMMIT HOME HEALTHCARE PRODUCTS	OA3ES SCSM 1024	\$1,218.33	SS SUMMIT OA3ES SCSM OCTOBER 2024
			Check Total	\$2,507.74	
11/12/24	211931	SUNOCO LP	41016265	\$20,389.39	BULK FUEL
11/12/24	211931	SUNOCO LP	41092935	\$21,367.15	BULK FUEL
11/12/24	211931	SUNOCO LP	41100879	\$21,011.35	BULK FUEL
11/12/24	211931	SUNOCO LP	41122145	\$20,664.35	BULK FUEL
11/12/24	211931	SUNOCO LP	41122215	\$20,828.99	BULK FUEL

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

Invoices Processed for period 11/08/24 to 11/15/24

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/12/24	211931	SUNOCO LP	41139198	\$20,861.34	BULK FUEL
			Check Total	\$125,122.57	
11/12/24	211932	TECO PEOPLES GAS	211012619618 1024	\$1,175.84	FCSO INMATE FAC - 1002 JUSTICE - 9/28/24-10/30/24
			Check Total	\$1,175.84	
11/12/24	211933	THE FIORENTINO GROUP LLC	10198	\$6,000.00	State Lobbyist Services - October 2024
			Check Total	\$6,000.00	
11/12/24	211934	THE GABOTON GROUP, LLC	10-559	\$3,333.00	Federal Lobbyist Services - October 2024
			Check Total	\$3,333.00	
11/12/24	211935	THRIVE OPERATIONS, LLC	INV00376258	\$279.29	PRIVATE CLOUD AND STORAGE 11.1.24-11.30.24
			Check Total	\$279.29	
11/12/24	211936	TUSCAN RESERVE	R001978	\$1,500.00	RENT ASSIST WILLIAMS R001978
			Check Total	\$1,500.00	
11/12/24	211937	U.S. BANK NA	14487313	\$758.06	ADMIN FEES 9.1.24 - 9.30.24
			Check Total	\$758.06	
11/12/24	211938	W.W. GRAINGER, INC	9272627465	\$90.12	FIRE RESCUE EQUIPMENT, TOOLS,
11/12/24	211938	W.W. GRAINGER, INC	9275980192	\$1,381.20	HURRICANE MILTON - WADERS FOR FIRE RESCUE
11/12/24	211938	W.W. GRAINGER, INC	9276049047	\$1,035.90	HURRICANE MILTON - WADERS FOR FIRE RESCUE
11/12/24	211938	W.W. GRAINGER, INC	9280710873	\$742.73	FIRE RESCUE EQUIPMENT, TOOLS,
11/12/24	211938	W.W. GRAINGER, INC	9285420619	\$837.81	HURRICANE MILTON - PALLET OF WATER
11/12/24	211938	W.W. GRAINGER, INC	9299852781	\$677.20	DISASTER EQUIPMENT AND SUPPLIES
			Check Total	\$4,764.96	
11/15/24	211939	FLAGLER CO SUPERVISOR OF ELECTIONS	FY25 #2	\$184,565.50	FY25 #2 - NOVEMBER
			Check Total	\$184,565.50	
			Report Total	\$3,748,131.31	

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 6c**

SUBJECT: Consideration to Transfer Funds from the Crime Prevention Fund (Fund 1196) Reserves to Operating for the Public Safety Coordinating Council Grant.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: Staff is seeking approval to transfer funds from the Crime Prevention Fund (Fund 1196) Reserves to Crime Prevention Fund (Fund 1196) Operating in the amount of \$39,000 for a grant allocations.

STRATEGIC PLAN:

Focus Area: Public Health & Safety

- Goal 4- Expand Behavioral Health and Substance Abuse Programs
 - Objective PHS 4.1: Expand public-private partnerships to help remove barriers related to behavioral health access.

FUNDING INFORMATION: Funding in the amount of \$39,000 will be transferred from the Fund's reserves to its operating budget.

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

RECOMMENDATION: Request the Board approve the Budget Transfer.

ATTACHMENTS:

1. Budget Transfer
2. FY25 Crime Prevention Grant Allocation Letter

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

Attachment 1

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	02	20530	11/12/2024	007	BUA PSCCGRANT	1	1			
1	19650000	598010		CrimePreFd/Reserves	Reserve - Contingency		136,541.00	-39,000.00	97,541.00	
	1196-150-5000-000000-	590-00-000-000-598010-					11/12/2024			
2	19692101	582000		CrimePreFd/Law Enf Ed	Aids to Private Organization		.00	20,000.00	20,000.00	
	1196-149-9210-521800-	520-52-000-000-582000-					11/12/2024			
3	19692101	581004		CrimePreFd/Law Enf Ed	Aid to Other Goverments		11,000.00	19,000.00	30,000.00	
	1196-149-9210-521800-	520-52-000-000-581004-					11/12/2024			
					** JOURNAL TOTAL			0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: beichinger

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2025	2	20530								
BUA	1196-150-5000-000000-590-00-000-000-598010-	11/12/2024	PSCCGRANT 007				Reserve - Contingency	5		39,000.00
BUA	1196-149-9210-521800-520-52-000-000-582000-	11/12/2024	PSCCGRANT 007				Aids to Private Organization	5	20,000.00	
BUA	1196-149-9210-521800-520-52-000-000-581004-	11/12/2024	PSCCGRANT 007				Aid to Other Goverments	5	19,000.00	
							JOURNAL 2025/02/20530	TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Brian Eichinger **

**Public Safety
Coordinating Council**

1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



**FLAGLER
COUNTY**
FLORIDA

www.flaglercounty.org

Phone: (386)313-4001

September 5, 2024

Honorable Andy Dance, Chair
Flagler County Board of County Commissioners
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110

Dear Chairman *Andy* Dance:

The Public Safety Coordinating Council met on September 4, 2024 at 08:45 to review the Crime Prevention Grant and Cumulative scoring submissions.

It was discussed and decided that the Grant Allocation of \$39,000.00 would be divided between two entities with EPIC Community Services Inc. (dba EPIC Behavioral Healthcare) receiving \$20,000.00 to support the facilitation of retaining and elevating the transition Specialist role in their full-time status within the JET Re-Entry Program within the Flagler County Detention Facility.

Flagler Schools, Flagler Technical College would be allotted the remaining \$19,000.00 to provide opportunities for GED attainment and career training for at risk youth ages 16-22.

The Public Safety Coordinating Council eagerly anticipates the implementation of this Grant allocation to significantly support the Flagler County Community.

Sincerely,

RICK STALY
Sheriff
Chair of Public Safety Coordinating Council

Enclosure

Cc: County Administrator Petito
Financial Services Director John Brower

RS/sg

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien Jr.
District 5

	2A	2B	2C	2D
Reviewer Name	LLC Rise Above the Violence	Flagler Schools, Flagler Technical College	EPIC, JET Re-Entry	Boys and Girls Clubs, Digital Art for Crime Prevention
Matthew Metz	30	34	37	26
Daniel Engert	13	25		22
Rick Staly	29	37		
Jennifer Whipple	19	40	40	22
Mark Weinberg				
Christy Gillis				
Harry Cole				
Carrie Baird	16	27	30	24
Donald O'Brien				
Jason Lewis/RJ Larizza	20	30	29	26
Judge Perkins	23	29	32	21
Judge Distler				
Thomas York/Carol Prazeres-Reis				
Andrew Williams	23	35	34	32
Josh Hines				
Chief Brannon	25	32	32	
Danielle Moye				
Angie Zinno				
Dan Merrithew				
John Fanelli				
Trish Giaccone	29	31	29	26
Average	22.7	32.0	32.9	24.9

20000 EPIC
19000 Flagler Schools

Abstain

**FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION
2024-25, Round 2**

Applicant Name	Flagler Schools
Program Name	Flagler Technical College
Grant Funds Requested	\$39,000.00
Matching Funds Committed	\$9,600.00
Project Commencement Date	Oct 1, 2024
Project Completion Date	May 31, 2024

Program Description

Provide a detailed description of the proposed Crime Prevention project/program. Include the target population for the project and describe the strategies and interventions to be implemented.

The primary target population for this program is at-risk youth aged 16-22 who have dropped out of high school or are at risk of dropping out. This population often faces economic, social, and academic challenges that increase their vulnerability to involvement in crime. This program aims to reduce crime rates by addressing the root causes of juvenile delinquency and adult crime through education and skill development. By providing opportunities for GED attainment and career training, the program seeks to equip participants with the tools necessary to become productive members of society. Linking GED programs with career and technical education (CTE) is a strategic approach to not only helping individuals earn their high school equivalency but also preparing them for successful careers. By combining these two essential components, programs can provide a comprehensive and effective pathway to economic independence and personal growth.

Priority Focus

Describe how the proposed program addresses crime prevention with a focus on mental health and/or substance use.

A GED can be a powerful tool in crime prevention. Research indicates a strong correlation between education levels and criminal activity. Individuals with higher levels of education, including those with a GED, are less likely to engage in criminal behavior.

By providing opportunities for young people to earn a GED, we equip them with essential skills and knowledge. These qualifications can lead to employment, financial stability, and personal growth. When individuals have a clear path to success, they are less likely to turn to crime. Ultimately, investing in GED programs is an investment in safer communities.

FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION 2024-25, Round 2

Applicant Organization

Provide an overview of the applicant's experience implementing crime prevention programs and past success of similar programs, if applicable.

Flagler Technical College, in partnership with CareerSource, successfully operated a GED dropout prevention program for twelve years until funding was abruptly terminated. During this period, the program facilitated the attainment of GED certificates for nearly 400 students and successfully transitioned graduates into career and technical education programs, state colleges, or the United States Armed Forces.

Program Justification

Describe how this program will use innovation or new ideas to address crime prevention. Since this is one year funding, how will this one year of funding impact crime or be sustained overtime.

Linking GED programs with career and technical education (CTE) is a strategic approach that offers numerous benefits for both individuals and communities. By creating a seamless transition between these two educational pathways, we can empower individuals to achieve their full potential and contribute to the workforce. While one year of funding may seem limited, it provides a crucial foundation for long-term success. By demonstrating the program's effectiveness in reducing dropout rates and increasing GED attainment, we can build a compelling case for continued support.

Outcome Measurement

Describe the desired outcomes of the project and how success will be measured and reported on.

GED attainment rates: Tracking the number of students who successfully earn their GED is fundamental. Analyzing trends over time can reveal program effectiveness.

Employment rates: Assessing the employment outcomes of GED graduates is crucial. Tracking job placement rates, wages, and career advancement can demonstrate the program's impact on economic mobility.

Post-secondary enrollment: Monitoring the number of GED graduates who pursue further education, whether through college, vocational training, or apprenticeships, highlights the program's role in expanding opportunities.

Program Budget

Provide a Budget Summary in the format below with a detailed Budget Narrative.

Budget Item	Grant Funds	Matching Funds	Total Project Budget
Personnel	\$35,800.00	\$9,600.00	\$45,400.00
Fringe			
Travel			
Equipment			

**FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION
2024-25, Round 2**

Supplies			
Contracted Services			
Other (GED Assessment Cost)	\$3,200.00		\$3,200.00
Total Direct Charges			
Indirect Charges			
TOTAL			\$48,600.00

Budget Narrative

Provide details for each budget item noted above.

GED Assessment Cost - 25 students at \$128 per student for a total cost of \$3,200.00 GED Instructor Cost - 1 instructor for 179 days at \$200 per day for a total cost of \$35,800.00

Matching Funds

What is the source of your match funding? Provide a justification if you are requesting a waiver of the match requirement.

Flagler Technical College Student Services Specialist - 1 day per week for 43 weeks with a total cost of \$9,600.00

DECLARATION(S) Applicant

We/I declare that the information provided is correct.

Name	John Fanelli & Renee Kirkland
Title	Student Services Director & Flagler Technical College Director
Signature	<i>John Fanelli & Renee Kirkland</i>
Phone	(386)437-7526 ext. 1107
Email	Fanellij@flaglerschools.com Kirklandr@flaglerschools.com

**FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION
2024-25, Round 2**

Applicant Name	EPIC Community Services, Inc. (dba EPIC Behavioral Healthcare)
Program Name	JET Re-Entry Program, Flagler County
Grant Funds Requested	\$39,000.00
Matching Funds Committed	\$18,024.00
Project Commencement Date	10/1/2024 (Project is ongoing)
Project Completion Date	9/30/2025 (Project is ongoing)

Program Description

Provide a detailed description of the proposed Crime Prevention project/program. Include the target population for the project and describe the strategies and interventions to be implemented.

EPIC Behavioral Healthcare currently facilitates the JET Re-Entry Program within the Flagler County Detention Facility, providing critical services to incarcerated individuals. At this juncture, EPIC is endeavoring to secure additional funding with the objective of retaining and elevating the Transition Specialist role in their full-time status within the program. Retaining this key position is aimed at bolstering the support framework for our target demographic—incarcerated individuals diagnosed with substance use and/or mental health disorders who are also frequent utilizers of criminal justice and behavioral health services.

The JET Re-Entry Program is staffed by a dedicated team comprising a Transition Specialist, Clinician, Care Coordinator, and Peer Support Specialist. This team is instrumental in delivering a comprehensive suite of therapeutic and support services designed to facilitate the reintegration of participants into the community. The strategies and interventions implemented within the program are multifaceted and include:

1. **Pre-Release Screening and Assessment:** Conducted during the booking process by the Transition Specialist, this initial screening assesses the level of treatment needed for substance use and mental health issues. Based on their assessment scores, individuals who meet the criteria are enrolled in the program.
2. **Clinical Services:** This component of the program offers a continuum of outpatient treatment services. These encompass a thorough bio-psychosocial assessment, meticulous treatment planning, personalized counseling, as well as group and family therapy sessions, culminating in strategic discharge planning.
3. **Intensive Care Coordination:** Through a detailed assessment, the Care Coordinator develops a re-entry plan tailored to the individual's needs. This plan involves matching participants with appropriate services and initiating these services while the individuals are still in custody, continuing through to 12 months post-release to ensure a seamless transition into the community.

**FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION
2024-25, Round 2**

4. **Peer Recovery Services:** Delivered by the Peer Support Specialist, this aspect of the program leverages the unique perspective of lived experience to offer recovery-oriented support and group planning. The specialist assists participants in developing robust recovery networks and activities in the community, fostering a lifestyle rooted in recovery principles.

The Transition Specialist is pivotal throughout the entire spectrum of the program, from initial pre-release assessments to the comprehensive support provided as participants navigate their reintegration. This role is crucial in developing personalized Transition Plans that support job placement, secure housing, and coordinate supportive services, ensuring each participant receives targeted interventions 2-3 times weekly.

To truly optimize these efforts and maximize outcomes for our participants, EPIC is actively seeking funding to support the Transition Specialist position as a full-time employee. This full-time position is critical for providing sustained, intensive support that can significantly alter the trajectories of our participants' lives, thereby enriching their community reintegration process and reducing the likelihood of recidivism.

Priority Focus

Describe how the proposed program addresses crime prevention with a focus on mental health and/or substance use.

The primary objectives of the JET Re-Entry Program, in conjunction with the expert guidance offered by the Transition Specialist, are designed to deliver a comprehensive suite of services aimed at actively engaging inmates who have been diagnosed with mental health and/or substance use disorders. This engagement is crucial during their incarceration, with a seamless provision of supportive transition and sustained recovery-oriented care upon their reintegration into the community. The overarching goal of these initiatives is to significantly diminish the likelihood of re-arrest by facilitating a smoother transition.

Participants in this program are afforded the necessary services tailored to meet their specific needs, while simultaneously acquiring the skills needed to effectively navigate through various systems of care. This is done with substantial support, steering them away from reverting to previous detrimental connections that might jeopardize their recovery. Without this critical support, there is an often-inevitable loss of hope, which can precipitously lead to relapse and potential reoffending.

Furthermore, reducing recidivism is not merely a benefit to the individual but is also a pivotal aspect of broader crime prevention strategies. This is particularly salient for those contending with the dual challenges of substance use and mental health disorders. By addressing these underlying issues with a comprehensive, compassionate approach, the JET Re-Entry Program not only aids in the recovery and stabilization of participants but also contributes significantly to the safety and well-being of the community.

FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION 2024-25, Round 2

Applicant Organization

Provide an overview of the applicant's experience implementing crime prevention programs and past success of similar programs, if applicable.

EPIC, a non-profit behavioral health organization, has been serving the community since 1973 – providing 50 years of community impact. EPIC specializes in the prevention and treatment of substance use and mental health disorders. The JET Re-Entry Program was initially developed by EPIC and the St. Johns County Sheriff's Office through a Florida Department of Children and Families Substance Abuse Mental Health/Criminal Justice Reinvestment Grant in 2019. The model proved to be an effective model as supported by program outcomes with respect to recidivism, employment, and stable housing. The St. Johns County Sheriff's Office endorsed the continuation of the program as a permanent addition in their Detention Center. The Flagler County Sheriff's Office had experience implementing programs in the criminal justice system and reached out to EPIC to partner with them to bring services into the Flagler County Jail. Additionally, EPIC has successfully implemented a number of programs for adults in the criminal justice system including: Adult Drug Court (St. Johns County) in 2002, Veterans Treatment Court (2017), the In-Jail/SIGHT program (2004), and has partnered with the Flagler County's Sheriff's Office to replicate a program similar to SIGHT which is called SMART (Successful Mental Health Addiction Recovery Treatment) and is currently the treatment provider for Flagler County Drug Court.

FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION 2024-25, Round 2

Program Justification

Describe how this program will use innovation or new ideas to address crime prevention. Since this is one year funding, how will this one year of funding impact crime or be sustained overtime.

The Transition Specialist plays a pivotal role within the JET Re-Entry Program, drawing on the evidence-based Wrap Around model to offer essential support to individuals with complex needs. This role is particularly crucial for assisting those challenged by mental health or substance use disorders, aiding them in accessing resources and forging connections that might otherwise be unmanageable without professional help.

Over the past year, with the support of 2023-2024 Crime Prevention funding, the Transition Specialist has significantly expanded their capacity beyond merely conducting screenings at the jail. Notably, the specialist has begun conducting earlier screenings, particularly at court appearances, thereby broadening the scope and impact of their work. This change has addressed a significant gap, as some potential participants secure bail and thus lose the chance to join the program at a critical juncture. Initiating screenings at this earlier stage has allowed for more timely interventions, providing individuals with a broader timeframe to connect with necessary resources and receive more comprehensive support. Over time, these enhancements are likely to significantly bolster efforts in reducing crime among individuals once they reintegrate into the community.

It is EPIC's aspiration that retaining the Transition Specialist in a full-time role will not only augment the program's effectiveness but also solidify the foundation for ongoing funding. By demonstrating improved outcomes and the crucial benefits of early intervention, EPIC aims to secure the necessary support to maintain this position on a full-time basis, thereby ensuring sustained impact on the participants and the community at large.

Outcome Measurement:

Describe the desired outcomes of the project and how success will be measured and reported on.

<u>Activities</u>	<u>Outcomes</u>	<u>Indicators</u>	<u>Data Source(s)</u>	<u>Data Collection Method</u>
Re-Entry Transition and Recovery/ Clinical Support Services	Adults completing their treatment episode will live a healthy, safe, stable, and meaningful life.	91% of clients who successfully complete their JET clinical/recovery plan will have improved functioning at discharge.	Discharge note DLA (daily living activities) scores	Client EHR
Re-Entry Transition and Recovery/ Clinical Support Services	Adults completing their treatment episode will be stably housed at discharge.	75% of clients who successfully complete their JET clinical/recovery plan will have stable housing at discharge.	Discharge Note Care Coordination Plan	Client EHR Quarterly Reporting Data

**FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION
2024-25, Round 2**

Re-Entry Transition and Recovery/ Clinical Support Services	Adults completing their treatment episode will be employed, be self-sufficient, and participate in their community.	70% of clients who successfully complete their JET clinical/recovery plan will be employed, be enrolled in school, or have a regular volunteer job at discharge.	Discharge Note Data Care Coordination Plan DLA (daily living activities) scores	Client EHR Quarterly Reporting Data
Re-Entry Transition and Recovery/ Clinical Support Services	Adults involved in the criminal justice system will seek to sustain their recovery status.	95% of JET clients who successfully complete their clinical/recovery plan will not be re-incarcerated in the one-year period following release from custody.	Database Enrollment Data Law Enforcement Arrest Database	Client EHR Quarterly Reporting Data

Program Budget:

Provide a Budget Summary in the format below with a detailed Budget Narrative.

Budget Item	Grant Funds	Matching Funds (LSF)	Total Project Budget
Personnel	\$33,000	\$13,800	\$46,800
Fringe	\$3,843	\$1,110	\$4,953
Travel	\$162	\$162	\$324
Equipment	\$600	\$1,000	\$1,600
Supplies	\$666	\$634	\$1,300
Contracted Services	-	-	-
Other	-	-	-
Total Direct Charges	\$38,271	\$16,706	\$54,977
Indirect Charges	\$729	\$1,318	\$2,047
TOTAL	\$39,000	\$18,024	\$57,024

FLAGLER COUNTY PSCC CRIME PREVENTION GRANT APPLICATION 2024-25, Round 2

Budget Narrative:

Provide details for each budget item noted above.

- Personnel - (1.0 FTE) Transition Specialist for SUD/MH for Jail Bridge Program SMART
- Fringe – (1.0 FTE) Health, Dental, Vision, Worker's Comp, Life & Short-Term Disability and Employer taxes
- Travel – (1.0 FTE) Mileage: 50 miles monthly at \$0.54/per mile.
- Equipment – (1.0 FTE)- (1) Laptop, Docking Station, Monitor, Signature Capture Pad, Headset, Mouse/Mousepad;(1) Cell phone lease & and monthly cell service.
- Supplies – (1.0 FTE) Office Supplies, Evidence based assessments, screening tools & other program supplies
- Indirect Charges - Executive Leadership to provide Oversight & Compliance with State, Federal & Local Laws, IT support, Human Resources, Utilization Review and Finance - tracking and billing.

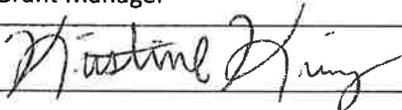
Matching Funds

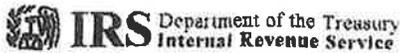
What is the source of your match funding? Provide a justification if you are requesting a waiver of the match requirement.

LSF State Grant – Contract ME005

DECLARATION(S) Applicant

We/I declare that the information provided is correct.

Name	Kristine King
Title	Grant Manager
Signature	
Phone	904-829-2273 ext. 4012
Email	KKing@epicbh.org



Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256581538
May 22, 2023 LTR 4168C 0
59-1502582 202312 67

00016540
BODC: TE

EPIC COMMUNITY SERVICES INC
% TIMOTHY ALEXANDER
3910 LEWIS SPEEDWAY STE 1106
ST AUGUSTINE FL 32084-8649

021378

Employer ID number: 59-1502582
Form 990 required: Y

Dear EPIC COMMUNITY SERVICES INC:

We're responding to your request dated May 15, 2023, about your tax-exempt status.

We issued you a determination letter in 01011979, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

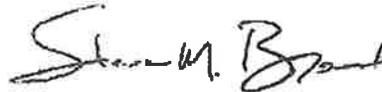
0256581538
May 22, 2023 LTR 4168C 0
59-1502582 202312 67
00016541

EPIC COMMUNITY SERVICES INC
% TIMOTHY ALEXANDER
3910 LEWIS SPEEDWAY STE 1106
ST AUGUSTINE FL 32084-8649

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,



Steve M. Brown, Operations Manager
Operations 3-CIN

**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: December 2, 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 7th Street.

The County is also in the initial stages of extending the project northward from North 7th Street to Beverly Beach and continuing to Varn Park and staying south of the coquina hardbottom areas 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 – November 25, 2024
2. Proclamation Declaring a Local State of Emergency – December 2, 2024

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

November 25, 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, most recently 2024's Hurricane Milton, which further eroded the beach, leaving public and private property at critical risk of further damage; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the vulnerability of the beaches is such that even weather events with heightened tides, not even classed as storm events, can take their toll on the beaches, leading to further scarping and dune berm collapses and resulting damage to public and private property and infrastructure; and

WHEREAS, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, all with the goal of mitigating future losses.

NOW THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:

1. The states of local emergency initially declared on October 4, 2016 (Hurricane Matthew), and expanded on September 26, 2022 (Hurricane Ian) and again on November 8, 2022 (Hurricane Nicole), all extended by emergency proclamations thereafter in accordance with Section 252.38(3), Florida Statutes, and duly ratified by the Board of County Commissioners, are hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.
2. All emergency powers authorized by the foregoing Proclamations declaring a state of local emergency, and extended every seventh day thereafter, are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 25th day of November 2024.

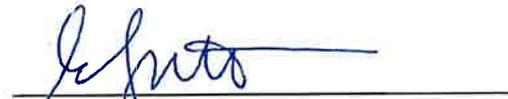
**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**


Andrew S. Dance, Chair

CONCURRENCE:


Heidi Petito
County Administrator
Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:


Sarah E. Spector
Assistant County Attorney

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

December 2, 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, most recently 2024's Hurricane Milton, which further eroded the beach, leaving public and private property at critical risk of further damage; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the vulnerability of the beaches is such that even weather events with heightened tides, not even classed as storm events, can take their toll on the beaches, leading to further scarping and dune berm collapses and resulting damage to public and private property and infrastructure; and

WHEREAS, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, all with the goal of mitigating future losses.

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

DONE AND ORDERED in Flagler County, Florida, this 2nd day of December 2024.

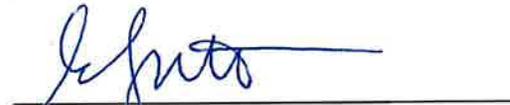
**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**


Andrew S. Dance, Chair

CONCURRENCE:


Heidi Petito
County Administrator
Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:


Sarah E. Spector
Assistant County Attorney

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

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

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: Pursuant to the provisions of Chapter 274, Florida Statutes, the Board of County Commissioners must declare items as surplus and authorize the disposal of all tangible personal property, owned by the governmental unit, of a non-consumable nature. The items on this list were pulled for surplus in 2023 for inactivity as well as other items. The list was sent to the purchasing manager to create a master list to present to the Board.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 1 – Maintain Financial Stability

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

DEPARTMENT CONTACT: Robert Rounds, Purchasing Manager (386)-313-4097
Richard Zufelt, Property Control Agent (386) 313-4061

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

ATTACHMENTS:

1. Surplus List

Flagler County Board of County Commissioners
Fixed Assets to be Surplussed by the Board and then Liquidated

ITEM#	LOG#	CLERK#	FCID#	ACQ DATE	ORIG COST	DESCRIPTION/DETAIL	VIN/SERIAL NUMBER	REASON FOR DISPOSAL
53	24-53	4105	FCT52	8/8/2006	12,184.00	2007 FORD TAURUS	1FAFP53U07A129805	END OF USEFUL LIFE
54	24-54	4454	FCT21	6/25/2007	14300	2007 CHEVY MALIBU	1G1ZS58N87F298456	END OF USEFUL LIFE
55	24-55	6344	8764 FCT105	6/30/2015	79365	2014 FORD 14500 BUS	1FDEE4FL8EDA74701	END OF USEFUL LIFE
56	24-56	6644	FCT106	6/30/2015	72805	2015 FORD 23 FT BUS	1FD4E4FSXFDA28106	END OF USEFUL LIFE
57	24-57	6696	FCT108	9/29/2015	79365	FORD 14500 24' BUS PARTS ONLY	1FD4E4FS3FDA28139	PARTS ONLY
58	24-58	6697	FCT109	9/29/2015	79365	14500 24 FT BUS	1FD4E4FSXFDA28140	END OF USEFUL LIFE
59	24-59	7115	9445/FCT113	9/29/2015	80689	24 FT BUS PARTS ONLY	1FD4E4FS5GDC55334	PARTS ONLY
60	24-60	5788	FCT96	9/20/2012	84949	16500 28 FT BUS PARTS ONLY	1FDGF4GY5CEB81938	PARTS ONLY

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

SUBJECT: Consideration of Approval of Ranking and Award of Continuing Professional Services Agreements for Request for Statement of Qualifications (RSQ) No. 24-042Q for Construction Engineering & Inspection (CEI) Services for Capital Improvement Plan Projects.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: On July 25, 2024, Request for Qualifications (RSQ) No. 24-042Q was issued via www.vendorlink.com, seeking Professional Engineering Services for Construction Engineering and Inspection (CEI) Services for Capital Improvement Program projects.

Continuing Services Contracts with selected firms will serve to provide CEI services which are required for contract administration, inspection, and materials sampling and testing for the construction of the projects in accordance with the design and contract documents and all Florida Department of Transportation (FDOT) and Flagler County standards and requirements.

CEI consultants will be responsible for monitoring the Contractor's performance of construction contracts for compliance with contract documents, all regulatory permit requirements and project funding agreements.

Ten submissions were received. On October 30, 2024, the selection committee ranked proposals, and staff is recommending that the county contract with the following top seven (7) ranked firms to provide continuing professional CEI services on an as-needed basis.

- | | |
|-----------|------------|
| 1. DRMP | 5. CHW |
| 2. CONSOR | 6. GAI |
| 3. ETM | 7. CSI Geo |
| 4. CMT | |

If any work authorizations exceed County Administration spending thresholds, they will be brought to the County Commission for approval.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1- Provide Quality Fundamental Infrastructure
 - Objective G1-1.2 Make surface transportation improvements.

FUNDING INFORMATION: Funding and budget for specific tasks will be identified when work authorizations are developed.

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

RECOMMENDATION: Request the Board approve the Selection Committee's recommended ranking and authorize the Chair to execute Professional Services Agreements, approved as to form by the County Attorney for RSQ No. 24-042Q with the seven (7) highest ranked firms.

ATTACHMENTS:

1. Notice of Intent to Award
2. Evaluation Matrix Sheet
3. Form of Continuing Contract

11/12/2024 Requested by Engineering

11/18/2024 Approved by Financial Services E. John Brower BE RJR

Office of Procurement & Contracts

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



**FLAGLER
COUNTY**
FLORIDA

www.flaglercounty.gov

Phone: (386)313-4008

Fax: (386)313-4108

NOTICE OF INTENT TO AWARD

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

SOLICITATION NO.: RSQ #24-042Q

SOLICITATION NAME: Continuing Professional Engineering Consulting Services for Construction Engineering & Inspection (CEI)

INTENDED AWARD TO:

- 1) DRMP, Inc.
- 2) Consor Engineers, LLC
- 3) England-Thims & Miller
- 4) Crawford, Murphy & Tilly
- 5) CHW, LLC
- 6) GAI Consultants, Inc.
- 7) CSI Geo

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

Robert Rounds, CPPB NIGP-CPP Procurement & Contract Services Manager
Flagler County Board of County Commissioners
Posted 11/7/2024

FAILURE TO FOLLOW THE PROCUREMENT PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN SECTION 22 OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT MANUAL SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS. THAT PROCUREMENT MANUAL IS AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF PROCUREMENT AND CONTRACTS AND ON THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS' WEBSITE (WWW.FLAGLERCOUNTY.GOV) AND MAY BE OBTAINED FROM THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF PROCUREMENT AND CONTRACTS.

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Leann Pennington
District 4

Donald O'Brien, Jr.
District 5

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
EVALUATION MATRIX**

RSQ# 24-042Q Continuing Professional Engineering Consulting Services for Construction Engineering & Inspection (CEI)

Evaluation Criteria & Scoring Guide	Possible Points	RS&H Inc	CHW	England Thims & Miller	North Florida Professional Services	CMT	Conсор	CSlgeo	GAI Consultants	CPC Carnahm Proctor & Cross	DRMP
Company Qualifications, Capabilities & Capacity (TAB 3, Section 4 RSQ) Poor = 1 Possible Points: 3 Below Average = 2 Possible Points: 6 Average = 3 Possible Points: 9 Above Average = 4 Possible Points: 12 Excellent = 5 Possible Points: 15	15	10.17	11.67	14.00	11.00	11.33	13.83	11.83	11.67	11.75	13.83
Qualifications & Capabilities of Professional Personnel (TAB 4, Section 4 RSQ) Poor = 1 Possible Points: 3 Below Average = 2 Possible Points: 6 Average = 3 Possible Points: 9 Above Average = 4 Possible Points: 12 Excellent = 5 Possible Points: 15	15	13.17	12.17	13.00	12.00	12.83	13.83	12.33	12.67	12.33	14.00
Approach on Typical Projects (TAB 5, Section 4 RSQ) Poor = 1 Possible Points: 7 Below Average = 2 Possible Points: 14 Average = 3 Possible Points: 21 Above Average = 4 Possible Points: 28 Excellent = 5 Possible Points: 35	35	29.83	30.33	31.17	26.50	30.67	32.83	29.17	29.00	28.00	32.50
Experience on Similar Projects (TAB 6, Section 4 RSQ) Poor = 1 Possible Points: 5 Below Average = 2 Possible Points: 10 Average = 3 Possible Points: 15 Above Average = 4 Possible Points: 20 Excellent = 5 Possible Points: 25	25	20.33	21.33	22.17	18.50	22.00	22.17	20.67	22.00	21.50	23.17
Financial Stability/Litigation History (TAB 7, Section 4 RSQ) Poor = 1 Possible Points: 1 Below Average = 2 Possible Points: 2 Average = 3 Possible Points: 3 Above Average = 4 Possible Points: 4 Excellent = 5 Possible Points: 5	5	3.67	4.08	4.25	3.67	4.25	3.50	3.75	3.33	4.00	3.58
Letters of Reference (TAB 8, Section 4 RSQ) Poor = 1 Possible Points: 1 Below Average = 2 Possible Points: 2 Average = 3 Possible Points: 3 Above Average = 4 Possible Points: 4 Excellent = 5 Possible Points: 5	5	2.50	4.08	2.83	4.33	4.17	4.42	4.33	3.83	3.92	4.33
Score	100	79.67	83.67	87.42	76.00	85.25	90.58	82.08	82.50	81.50	91.42
Rankings		9	5	3	10	4	2	7	6	8	1

PROFESSIONAL SERVICES CONTRACT
PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING AND
INSPECTION (CEI) SERVICES
RSQ-24-042Q

THIS CONTRACT made and entered into by and between the:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E. MOODY BLVD., BLDG 2
BUNNELL, FLORIDA 32110

A political subdivision of the State of Florida, hereinafter referred to as the "County", and:

CONSULTANT NAME AND ADDRESS

A Florida profit corporation, hereinafter referred to as the "Consultant".

RECITALS

WHEREAS, the County desires to retain the services of the Consultant for Professional Engineering Services FOR Construction Engineering and Inspection (CEI); and

WHEREAS, the Consultant responded to the RSQ-24-042Q, by submitting a proposal, dated _____, which is on file with the County; and

WHEREAS, the selection and engagement of the Consultant has been made by the County in accordance with the provisions of the solicitation RSQ-24-042Q; and

WHEREAS, the County and Consultant now desire to enter into an agreement upon such terms and conditions as are set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 **CONTRACT ADMINISTRATOR:**

Whenever the term Contract Administrator is used herein, it is intended to mean the County Engineer or as otherwise designated in writing by the County Administrator. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.2 PROJECT:

The project is the work assigned to the Consultant pursuant to a Work Authorization issued in accordance with Section 1.9 below.

1.3 PROJECT MANAGER:

The Project Manager shall mean the staff person within a specific County Department who is assigned by the Contract Administrator to oversee the Work Authorization work.

1.4 SCOPE OF SERVICES:

The Consultant will provide Professional Services as set forth in Exhibit "A", attached hereto and incorporated herein.

1.5 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project Work Authorization including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.6 WORK AUTHORIZATION:

The Work Authorization is a formal written assignment of work, based upon negotiation, which will be issued to the Consultant pursuant to this Contract. The Work Authorization shall utilize the format shown in Exhibit "B" attached hereto and incorporated herein.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Contract and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Contract is based.

- 2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Contract incorporates the results of such negotiations.

- 2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected the Consultant to perform such services hereunder.
- 2.3 The County will budget funds for each Work Authorization issued under the Contract.

ARTICLE 3
SERVICES AND PERFORMANCE

- 3.1 The County hereby retains the Consultant to furnish the professional services as are described in the Scope of Services.
- 3.2 The Consultant shall provide to, and perform for, the County such services within the Scope of Services as may be more specifically set forth in one or more Work Authorizations issued by the County and accepted by the Consultant.
- 3.3 In the performance of the professional services contemplated by this Contract, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant further agrees to provide and perform the professional services set forth herein in accordance with the administrative rules promulgated by the Florida Board of Professional Engineers, and any and all laws, statutes, ordinances, codes, rules, regulations, and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the Consultant.
- 3.4 The Consultant shall obtain and maintain throughout the term of this Contract, any and all licenses as are required to do business in the State of Florida, and Flagler County, including but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Contract.
- 3.5 All professional services shall be performed by the Consultant to the satisfaction of the County's Project Manager. The decision of the Project Manager regarding satisfactory completion shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such decision, the Consultant furnishes to the Contract Administrator a written notice of dispute. In the event a dispute still exists after the Contract Administrator and/or County Administrator concludes his/her review, the parties agree to a nonbinding mediation with subsequent appropriate legal proceedings, if required. Pending any settlement or binding decision, appeal or judgment, the Consultant shall proceed diligently with the performance of this Contract and any work authorized through the issuance of a Work Authorization.
- 3.6 In the event there are delays in the completion of work authorized through a Work Authorization, and such delays are beyond the Consultant's reasonable control, the County will grant reasonable time extensions for the completion of the work. The determination regarding reasonable delays shall be made by the Project Manager and shall be final and conclusive, unless the procedures set forth in 3.5 above are utilized.

ARTICLE 4
ORDERING OF THE WORK

- 4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Contract. The County expressly reserves the exclusive right to assign each specific Work Authorization to the firm it deems best suited for the type of work to be accomplished. This Contract does not guarantee any amount or type of Work Authorizations to be assigned to the Consultant.
- 4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each Work Authorization. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services.
- 4.3 In the event a mutually agreeable number of hours are reached, the County will issue a Work Authorization, in the format depicted in Exhibit B of this Contract, which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

- 5.1 As a part of its Work Authorization proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during Work Authorization negotiations.
- 5.2 A copy of the fully executed Work Authorization will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a Work Authorization, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 **COMPENSATION:**

- (a) The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Contract, a fee to be computed as described below and based upon the hourly rate

schedule set forth in Exhibit C, attached hereto and incorporated herein. Individual Work Authorization(s) submitted to the Consultant will be paid through a budget line item recommended and approved by the Board of County Commissioners. For each such Work Authorization, the Consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit C attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a Work Authorization under this Contract. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and the Flagler County Code of Ordinances, the County's performance and obligation to fund this Contract shall be contingent upon an annual appropriation by the Flagler County Board of County Commissioners.

6.3 ADJUSTMENT OF CONSULTANT'S RATES:

(a) Either party may request in writing, no later than ninety (90) days prior to each anniversary of the effective date of this Contract, an adjustment in the Consultant's existing hourly rate schedule. Both the Consultant and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Consultant's revised hourly rates within thirty days after the commencement of such negotiations, this Contract shall terminate by operation of law on the anniversary of the effective date of the Contract following the failed negotiation, and the Consultant shall no longer be eligible to offer its services to the County pursuant to this Contract.

(b) Adjustments and/or revisions to the Hourly Rate Schedule (Exhibit C) shall be made a part of this Contract by the issuance of a written contract amendment executed by the Consultant and the County Administrator. The effective date of any such adjustment shall be the anniversary of the effective date of the Contract following the request for adjustment, or as otherwise set forth in the contract amendment, and shall apply to Work Authorizations negotiated after the effective date. The hourly rate schedule for active Work Authorizations will not be changed from the rate schedule and hours negotiated in the executed Work Authorization. The Consultant agrees that throughout the life of this Contract, at no time will the negotiated rates charged to the County be in excess of any other published or unpublished rates paid by any other of Consultant's clients of the same class under similar terms and conditions of use and service.

(c) In addition, to the annual adjustments referenced herein, the County may request an adjustment to the Consultant's existing hourly rate schedule, at any time, in order to add a specialist category that is not included in the rate schedule or to make such other amendments as are deemed necessary by the Contract Administrator in his/her sole discretion.

6.4 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a Work Authorization will be borne by the Consultant and will include, but not be limited to, the following:

1. All travel and per diem charges, and transportation expenses in connection with any Work Authorization.
2. Living expenses in connection with travel inside and outside of Flagler County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Contract.
5. Cost of any software or hardware used or developed for any Work Authorization.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Contract.

6.5 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly invoices (payment requisitions) to the Project Manager for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Contract. The invoices shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly invoices includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project Work Authorization.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Payments under this Contract and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, et. seq., Florida Statutes, as amended.

6.6 INVOICES AND NOTICES WILL BE MADE TO THE COUNTY AT:

1769 East Moody Blvd.
Building No. 2
Bunnell, Florida 32110

6.7 PAYMENTS AND NOTICES WILL BE MADE TO THE CONSULTANT AT:

Insert Consultant Info

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or via certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.8 FINAL PAYMENT REQUIREMENT/PAYMENT RECORDS:

The Consultant shall, at the time the final invoice is submitted, provide a report to the Project Manager identifying the total of all payments made under the Contract to the Consultant and to each Sub-Consultant. This record shall include the final payments. The final payment will not be made until receipt of the final payment record. The final invoice must be clearly marked as such in bold letters. For those Contracts that are closed out before submittal of a final invoice (i.e., not to exceed awards) it is incumbent upon the Consultant to submit this final payment record to ensure accurate allocation of dollars awarded.

ARTICLE 7
ADDITIONAL SERVICES AND
CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Contract. Such changes must be in accordance with the procurement policies of Flagler County and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity prior to any deviation from the terms of this Contract, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project Work Authorizations. Such changes must be negotiated and mutually agreed upon by both parties. This mutual Contract will be formalized by a written change order to the Work Authorization issued by the County to the Consultant.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal available information pertinent to the project including previous reports, test results, surveys, property information, and any other data relative to design or construction of the project as available and as may be appropriate.

- 8.3 The County shall arrange for access to and make provisions for the Consultant to enter upon public and/or private property as required for the Consultant to perform its services.
- 8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.
- 8.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Contract and individual Work Authorizations.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) Neither the County's review, approval, acceptance, or payment for the services required by this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Contract.

(d) The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies otherwise provided by law.

9.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The professional services provided to the County by the Consultant shall be certified by the appropriate architect, professional engineer and/or landscape architect registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professionals as appropriate.

(b) The Consultant agrees to obtain and maintain, throughout the term of this Contract, including any renewal terms, all licenses as required to do business in the State of Florida and the County of Flagler, including, but not limited to, licenses required by any state boards or other

governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Contract.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10 **GENERAL CONDITIONS**

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Contract are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property.

(c) CONSULTANT will provide COUNTY with a set of reproducible copies, in both bond paper and electronic formats acceptable to the COUNTY, of all documents, maps and/or drawings that are produced.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a Work Authorization for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the applicable Work Authorization time for the completion of the project.

(b) This Contract may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Contract.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Contract or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Flagler County Purchasing Policy, Section 28, shall be grounds for immediate termination of this Contract.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) Pursuant to Section 119.0701(2), Florida Statutes, the Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Contract. Specifically, the Consultant must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service, including but not limited to: emails and correspondence, meeting notes, daily progress reports, correspondence, test result reports, videos, progress schedule updates, and certifications; and
2. 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Consultant upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

In performing the requirements herein, the Consultant shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Consultant and consult with the County to ensure the request is responded to in accordance with the law. The Consultant shall promptly provide the County with a copy of the Consultant's response to each

such request. Failure to grant such public access shall constitute a material default, and the County shall be entitled to terminate this Contract and to pursue any other remedies against Consultant available in equity or at law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4005, publicrecords@flaglercounty.gov, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, ATTN: ADMINISTRATION, 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 PERSONNEL AND SUBCONTRACTORS:

(a) The Consultant shall maintain an adequate and competent professional staff so as to enable the Consultant to perform all professional services requested by the County in a professional and timely manner, in accordance with this Contract and the requirements of each Work Authorization issued by the County.

(b) The Consultant, with the consent of the County and as authorized through the issuance of a Work Authorization, may associate with subcontractors or other professional associates in connection with services covered by this Contract. The services of any such subcontractors shall be performed without additional cost to the County, other than those costs negotiated within the limits and terms of this Contract and each Work Authorization issued by the County. The Consultant shall be fully responsible for the satisfactory completion of all subcontracted work. In addition, the Consultant shall ensure that all subcontractors comply with the duties and obligations imposed upon Consultant by this Contract, Work Authorizations and/or amendments hereto, including but not limited to, requirements regarding licenses, indemnification, insurance requirements and standards of care.

(c) The Consultant agrees to promptly replace any persons in its employ, including subcontractors or employees thereof, who were engaged by the Consultant to perform professional services pursuant to this Contract, if the County requests, for cause, that the individual be stopped from performing professional services under this Contract.

10.6 ASSIGNMENT:

This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY AND FDOT (IF APPLICABLE):

The Consultant shall indemnify, hold harmless, and defend the County, and its officers, agents, and employees, from and against any and all liabilities, damages, losses, claims, damages, demands, expenses, costs, and actions, whether in law or equity, including, but not limited to, reasonable court costs and attorneys' fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, recklessness, or intentional act or omission of the Consultant and other persons employed or utilized by the Consultant in connection with the performance of this Contract.

For Work Authorizations related to any project paid in whole or in part by the Florida Department of Transportation (FDOT), the Consultant shall also indemnify, defend, and hold harmless the FDOT, including the FDOT's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant hereunder to the extent and within the limitations of Section 768.28, Florida Statutes.

This indemnification shall survive the termination or expiration of this Agreement. Nothing contained in this paragraph is intended to nor shall constitute a waiver of the State of Florida or the County's sovereign immunity.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, ANY DESIGN PROFESSIONAL, AS DEFINED IN SECTION 558.002(7), FLORIDA STATUTES, EMPLOYED BY THE CONSULTANT OR AN AGENT OF THE CONSULTANT IS NOT INDIVIDUALLY LIABLE TO THE COUNTY FOR ECONOMIC DAMAGES, NOT INCLUDING PERSONAL INJURY OR DAMAGES UNRELATED TO THIS AGREEMENT, RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT SO LONG AS THE CONSULTANT

MAINTAINS THE INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

10.8 INSURANCE:

Unless otherwise specified, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the Services hereunder, insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to the County.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation Employer's Liability	Statutory requirements location of work \$ 1,000,000 each occurrence \$ 2,000,000 disease, aggregate \$ 1,000,000 disease, each employee
(b) Commercial General Liability	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp.Ops Agg \$ 2,000,000 Each Occurrence \$ 100,000 Fire Damage \$ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned) Option of Split Limits: (1.) Bodily Injury (2.) Property Damage	\$1,000,000 Combined Single Limit \$1,000,000 Per Person \$1,000,000 Per Accident \$500,000
(d) Professional Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insured's (except for the Professional Liability and Workers Compensation policies), as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. The Consultant shall furnish the County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County Board of County Commissioners as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Agreement are completed.

Alternatively, in lieu of recurring certificates, the Consultant may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at

least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium, the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or materially modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of the Consultant covering loss or damage to the work or to any other property of the Consultant.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Consultant are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Contract.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Contract seeking an adjustment or interpretation of the terms of the Contract documents, payment of money, extension of time or other relief with respect to the terms of the Contract documents. The term claim also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the Contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Contract, or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of a project will arise. The Consultant shall transmit all communications pertaining to the day-to-day conduct of the project to the Project Manager.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR CONTRACTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, contracts, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts, or understandings concerning the subject matter of this Contract that is not contained in this document. Accordingly, it is agreed

that no deviation from the terms hereof shall be predicated upon any prior representations or contracts whether oral or written.

(b) It is further agreed that unless otherwise provided for herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TERM OF CONTRACT:

The term of this Contract shall be for three (3) years from the effective date; however, by mutual consent, this Contract may be extended for two additional two-year terms, not to exceed a total of seven (7) years. Such extensions shall be made a part of this Contract by the issuance of a written contract amendment executed by the Consultant and the County. Any Work Authorizations issued during the effective period of this Contract and not completed within that period, shall be completed by the Consultant within the time specified in the Work Authorization. The Contract shall govern the parties' rights and obligations with respect to that Work Authorization to the same extent as if the Work Authorization were completed during the Contract's effective period.

10.13 TRUTHS-IN-NEGOTIATION CERTIFICATE:

Signature of this Contract by the Consultant shall act as the execution of a truth in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines to have increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following the end of this Contract.

10.14 HEADINGS:

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.15 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.16 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Contract and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its

obligations under this Contract in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Contract.

10.17 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Contract, shall survive the termination of this Contract.

10.18 GOVERNING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except its conflict of laws provisions, and the parties stipulate that the exclusive venue for enforcement or interpretation of this Contract is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

10.19 INTERPRETATION:

For the purpose of this Contract, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Contract.

(b) This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.20 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

10.21 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding, and shall fully and timely comply with, all current laws and future laws that may affect those engaged or employed in the performance of this Contract. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Contract.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Contract. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Contract.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Contract.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this ____ day of _____, 2024.

ATTEST:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

TOM BEXLEY
Clerk of the Circuit Court & Comptroller

ANDREW S. DANCE, CHAIR

(Date Signed)

APPROVED-AS-TO-FORM

SEAN MOYLAN, DEPUTY COUNTY ATTORNEY

ATTEST:

(Signature)

(Typed or Printed Name)

(Title)

CORPORATE SEAL:

CONSULTANT:

(Signature)

(Typed or Printed Name)

(Title)

(Date Signed)

As authorized for execution by the Board of Flagler County
Board of County Commissioners at its _____
regular meeting.

EXHIBIT A
SCOPE OF SERVICES

FLAGLER COUNTY CONTRACT NO RSQ 24-042Q

The selected Consultant Firm(s) will serve as Flagler County's representative for assigned construction projects and faithfully represent the County's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

The scope of work may include construction engineering & inspection (CEI) service of various capital improvement projects. A specific scope of services will be developed on a per project basis and detailed within the Work Authorization developed by the County and Consultant.

Typical projects include the following: stormwater management systems; site and property developments and improvements, roadways and roadside improvements; park and recreational facilities; minor/routine utility improvements; sidewalk, multi-use path and other pedestrian facilities; grading and drainage improvements; structures such as boardwalks, boat docks, or pedestrian bridges; traffic signal improvements; municipal/county infrastructure developments and improvements; and other paved/pavement improvements.

The general objective is for the selected firm/team to be capable of providing a full range of project administration assistance, possibly including but not limited to; contract administration, grant administration, inspection, project documentation, and materials sampling and testing, and pre-construction ecological/environmental surveys (e.g., gopher tortoise), permitting, and ecological monitoring (e.g. eastern indigo snake) for the construction project as assigned on a per project basis in accordance with the design, regulatory permits, contract documents and all FDOT and Flagler County standards and requirements. The firm/team must be familiar with all appropriate codes, FDOT Standard Plans and Specifications.

ANTICIPATED CEI SERVICES

Upon project assignment by the county, the assigned Continuing Services Firm submit a detailed scope of services for consideration. The final negotiated scope of professional services for the specified project may include, but may not be limited to, the following:

- Provide Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the roadway and utilities (water and sewer) construction projects.
- Provide required ecological and environmental services such as gopher tortoise relocation permitting and obtain permitting prior to construction. Perform ecological and environmental monitoring services as required by FDEP ERP and other project permits.
- Administer, monitor, and inspect the Construction Contract such that the project is

constructed in conformance with the plans, specifications, and special provisions for the Construction Contract.

- Provide administrative support for surveillance and monitoring of the Contractor and Subcontractor's compliance with Construction Contract requirements.
- Provide a digital video recording of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- Provide monthly project progress photographs with a summarizing PowerPoint presentation of the project.
- Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.
- Facilitate communications between all parties (e.g., architectural, mechanical, materials, landscaping, local agencies, contractors, etc.), ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.
- Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Inform the designated County project personnel of any significant omissions, substitutions, defects, and deficiencies noted in the Contractor's work and the corrective action that has been directed to be performed by the Contractor.
- Services provided by the Consultant shall comply with the Joint Participation Agreement (JPA) and appropriate Florida Department of Transportation (FDOT) manuals, procedures, and memorandums in effect regarding this project.
- Monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including Alternate Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.
- Provide contractor coordination assistance between the roadway contractor and the utilities contractors to ensure smooth daily construction operations and avoid scheduling or onsite conflicts.
- Provide qualified personnel necessary to carry out the requirements of the project services.
- Schedule, coordinate, and attend project meetings (e.g., kickoff, community, preconstruction, monthly progress, coordination, etc.) to discuss the project as determined by the County. Develop and provide meeting minutes for each.
- Facilitate, develop and provide project information to be hosted on the County's website. The website shall be accessible by the public from the County's website and provide information regarding detours/lane closures that effect traffic, up to date project schedule(s), details regarding the project scope and the ability for public contact by email and telephone.
- Exercise independent engineering judgment in pursuit of the project. Personnel are

expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with the County, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option. Engineering experience and expertise are considerations for the selection of Consultant staff.

It is the County's expectation that this experience and expertise will be employed by Consultant staff to make sound engineering judgments and recommendations throughout the project.

- Perform sampling and testing of component materials and completed work in accordance with the Contract Documents. Perform both on and off site, including verification and acceptance per FDOT standards and specifications as applicable.
- Prioritize the County's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.
- Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
- Review and evaluate monthly Contractor Pay Estimates.
- Maintain detailed accurate records of the Contractor's daily operations and events that effect the work.
- Prepare monthly comprehensive project progress reports that include but not limited to pay applications review and processing, daily CEI reports, all Construction Materials Testing (CMT) field and lab reports (both QC and VT), estimated schedule and % work completed, summary of progress, photo summary, and estimated dates/timelines for completion of the following month's work.
- Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one (1) inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors".
- Provide coordination with local and jurisdictional agencies and utility providers.
- Coordinate with Flagler County, Engineer of Record and the FDOT, as required.
- Serve as the County's representative to receive and assist in answering public inquiries while providing provide good customer service.
- Observe and record the progress and quality of foundation, abutment, or other structural work to determine that the structural components are properly constructed and at the correct location and elevation, identify discrepancies, and direct the Contractor to correct any such discrepancies.
- Verify and document the Contractor is conducting QC inspections, preparing reports and monitoring all storm water pollution prevention measures and complying with permit requirements associated with the project.

- Monitor, inspect, document and assist in resolution of any utility construction conflicts or issues.
- Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall notify the County and direct the Contractor to immediately cease the activity and to close the affected lanes of traffic until the deficiency is addressed.
- Negotiate additional work/time/costs with the Contractor, as requested.
- Analyze and monitor construction baseline and progress schedule updates.
- Review Contractor developed “As-Built” Plans for conformance with the Project Documents, FDOT requirements and completed work.
- Provide County with all appropriate documentation and certifications to confirm compliance with all project and jurisdictional requirements.
- Assistance with project closeout and submittal of required documentation and certifications to the Florida Department of Transportation and other regulatory agencies.
- Provide Final Certifications to Flagler County and FDOT as required.
- Provide evaluation and feedback regarding Contractor performance.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

EXHIBIT B
SAMPLE WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO.: RSQ – 24-042Q
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR CEI SERVICES

Work Authorization No. _____

This Work Authorization No. _____ establishes the Scope of Services and Compensation for specific work to be performed by _____ (“Consultant”) under FLAGLER COUNTY Contract No. 24-042Q

The Scope of Services to be provided by the Consultant consists of the following:

Project Background / Summary

- I. Specific Scope of Services
- II. Compensation Amount
- III. Project Deliverables
- IV. Project Schedule
- V. The provision of this Work Authorization No. _____ are subject to all terms and conditions of the above-referenced contract.

SIGNATURE PAGE TO FOLLOW

SAMPLE WA Signature Page (Not for Execution)

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

ATTEST:

TOM BEXLEY
Clerk of the Circuit Court & Comptroller

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

ANDREW S. DANCE, CHAIR

(Date Signed)

RECOMMENDED:

HAMID TABASSIAN, P.E., COUNTY ENGINEER

APPROVED-AS-TO-FORM

SEAN MOYLAN, DEPUTY COUNTY ATTORNEY

(Date Signed)

ATTEST:

(Signature)

(Typed or Printed Name)

(Title)

CORPORATE SEAL:

CONSULTANT:

(Signature)

(Typed or Printed Name)

(Title)

(Date Signed)

As authorized for execution by the Board of Flagler County Board of County Commissioners at its _____ regular meeting.

EXHIBIT C
HOURLY RATE SCHEDULE

CONTINUING PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR
CONSTRUCTION ENGINEERING & INSPECTION (CEI)
FLAGLER COUNTY CONTRACT NO. 24-042Q

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

SUBJECT: Consideration of Approval of Ranking and Award of Continuing Professional Services Agreements for Request for Statement of Qualifications (RSQ) No. 24-045Q for Design Services for Capital Improvement Plan projects.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: On July 25, 2024, Request for Qualifications (RSQ) No. 24-045Q was issued via www.vendorlink.com, seeking Professional Engineering Services for Design Services for Capital Improvement Plan Projects.

Continuing Services Contracts for Design Services for Capital Improvement Plan Program projects with selected firms will be responsible for completion of design phase activities for the County's Capital Improvement Plan projects, as assigned, in accordance with applicable design standards, regulatory permit requirements and project funding agreements.

Twenty-Four (24) submissions were received. On October 30, 2024, the selection committee ranked proposals, and staff is recommending that the county contract with the following top eight (8) ranked firms to provide continuing professional design engineering services on an as-needed basis.

- | | |
|---------------------------------|--------------|
| 1. ETM | 5. Zev Cohen |
| 2. CONSOR | 6. DRMP |
| 3. Kimley Horn | 7. CMT |
| 4. Hanson Professional Services | 8. Geosyntec |

If any work authorizations exceed County Administration spending thresholds, they will be brought to the County Commission for approval.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1- Provide Quality Fundamental Infrastructure
 - Objective G1-1.2 Make surface transportation improvements.

FUNDING INFORMATION: Funding and budget for specific tasks will be identified when work authorizations are developed.

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

RECOMMENDATION: Request the Board approve the Selection Committee's recommended ranking and authorize the Chair to execute Professional Services Agreements, approved as to form by the County Attorney for RSQ No. 24-045Q with the eight (8) highest ranked firms.

ATTACHMENTS:

1. Notice of Intent to Award
2. [Link to: Evaluation Matrix Sheet \(oversized\)](#)
3. Form of Continuing Contract

Office of Procurement & Contracts

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



**FLAGLER
COUNTY**
FLORIDA

www.flaglercounty.gov

Phone: (386)313-4008

Fax: (386)313-4108

NOTICE OF INTENT TO AWARD

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

SOLICITATION NO.: RSQ #24-045Q

**SOLICITATION NAME: Continuing Professional Engineering Consulting Services for
Design of Capital Improvement Plan Projects**

INTENDED AWARD TO:

- 1) England-Thims & Miller
- 2) Consor Engineers, LLC
- 3) Kimley Horn
- 4) Hanson Professional Services Inc.
- 5) Zev Cohen & Associates Inc.
- 6) DRMP, Inc.
- 7) Crawford, Murphy & Tilly
- 8) Geosyntec Consultants

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

Robert Rounds, CPPB NIGP-CPP
Procurement & Contract Services Manager
Flagler County Board of County Commissioners
Posted 11/7/2024

FAILURE TO FOLLOW THE PROCUREMENT PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN SECTION 22 OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT MANUAL SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS. THAT PROCUREMENT MANUAL IS AVAILABLE FOR PUBLIC INSPECTION IN THE OFFICE OF PROCUREMENT AND CONTRACTS AND ON THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS' WEBSITE (WWW.FLAGLERCOUNTY.GOV) AND MAY BE OBTAINED FROM THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF PROCUREMENT AND CONTRACTS.

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Leann Pennington
District 4

Donald O'Brien, Jr.
District 5

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
EVALUATION MATRIX
 RSQ# 24-045Q Continuing Professional Engineering Consulting Services for Design of Capital Improvement Plan Project

Evaluation Criteria & Scoring Guide	Possible Points	Gulf Stream Design	Michael Baker	Civil Services Inc	Kimley Horn	Alliant Engineering	Geosyntec Consultants	Metro Consulting Group LLC	England Thims & Miller	BGE	Dewberry Engineers	DRMP	Metric Engineering	Hall Associates	GAI Consultants	Bentley Group	Grass-USA	CHW	North Florida Professional Services	Klasinger Campo & Associates	Hanson Professional Inc	Crawford Murphy & Tilly (CMT)	Concor	CPH	Zav Cohen & Associates	
Company Qualifications, Capabilities & Capacity (TAB 3, Section 4 RSQ) Poor = 1 Possible Points: 3 Below Average = 2 Possible Points: 6 Average = 3 Possible Points: 9 Above Average = 4 Possible Points: 12 Excellent = 5 Possible Points: 15	15	10.57	13.29	12.67	14.38	11.88	13.43	11.43	13.98	12.21	13.66	13.85	13.21	13.57	13.57	12.29	12.00	13.71	13.57	13.71	13.85	13.29	14.00	12.88	13.29	
Qualifications & Capabilities of Professional Personnel (TAB 4, Section 4 RSQ) Poor = 1 Possible Points: 3 Below Average = 2 Possible Points: 6 Average = 3 Possible Points: 9 Above Average = 4 Possible Points: 12 Excellent = 5 Possible Points: 15	15	11.14	13.14	12.67	13.43	12.14	13.14	12.00	14.00	12.57	12.88	13.14	13.14	13.14	12.71	12.67	12.29	12.67	13.14	12.88	13.67	13.57	12.67	12.88	12.67	13.29
Approach on Typical Projects (TAB 5, Section 4 RSQ) Poor = 1 Possible Points: 7 Below Average = 2 Possible Points: 14 Average = 3 Possible Points: 21 Above Average = 4 Possible Points: 28 Excellent = 5 Possible Points: 35	35	24.14	29.71	27.71	30.29	28.71	30.14	28.00	30.29	32.43	28.88	30.43	29.00	29.00	29.88	28.00	27.00	28.00	28.14	28.57	30.71	29.67	31.00	29.00	30.67	
Experience on Similar Projects (TAB 6, Section 4 RSQ) Poor = 1 Possible Points: 5 Below Average = 2 Possible Points: 10 Average = 3 Possible Points: 15 Above Average = 4 Possible Points: 20 Excellent = 5 Possible Points: 25	25	18.71	22.14	20.14	22.71	20.29	21.57	20.14	23.14	20.43	22.14	22.29	21.29	20.14	22.71	22.71	18.43	22.29	21.57	26.71	22.14	22.43	23.00	23.00	23.14	
Financial Stability/Litigation History (TAB 7, Section 4 RSQ) Poor = 1 Possible Points: 1 Below Average = 2 Possible Points: 2 Average = 3 Possible Points: 3 Above Average = 4 Possible Points: 4 Excellent = 5 Possible Points: 5	5	3.86	3.84	3.87	4.00	3.14	4.50	4.43	4.38	4.43	3.88	3.84	4.00	3.67	3.84	4.29	4.00	4.29	3.84	4.31	4.43	4.21	3.84	4.07	3.88	
Letters of Reference (TAB 8, Section 4 RSQ) Poor = 1 Possible Points: 1 Below Average = 2 Possible Points: 2 Average = 3 Possible Points: 3 Above Average = 4 Possible Points: 4 Excellent = 5 Possible Points: 5	5	4.14	4.00	4.43	4.43	1.88	4.43	3.88	3.88	3.88	4.00	4.29	4.29	4.00	4.43	4.29	3.43	4.43	4.00	4.14	4.38	4.29	4.14	4.29	4.29	
Score	100	72.57	88.83	81.00	88.21	78.00	87.21	79.86	88.50	81.53	86.21	87.71	84.83	83.43	86.83	84.14	77.14	86.29	84.07	84.21	89.14	87.36	89.36	88.07	88.50	
Rankings		24	12	20	3	22	8	21	1	19	10	6	14	18	8	16	23	13	17	15	4	7	2	11	9	

PROFESSIONAL SERVICES CONTRACT
PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR
DESIGN OF CAPITAL IMPROVEMENT PROJECTS
RSQ-24-045Q

THIS CONTRACT made and entered into by and between the:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
1769 E. MOODY BLVD., BLDG 2
BUNNELL, FLORIDA 32110

A political subdivision of the State of Florida, hereinafter referred to as the "County", and:

CONSULTANT NAME AND ADDRESS

A Florida profit corporation, hereinafter referred to as the "Consultant".

RECITALS

WHEREAS, the County desires to retain the services of the Consultant for Professional Engineering Services for Design of Capital Improvement Projects; and

WHEREAS, the Consultant responded to the RSQ-24-045Q, by submitting a proposal, dated _____, which is on file with the County; and

WHEREAS, the selection and engagement of the Consultant has been made by the County in accordance with the provisions of the solicitation RSQ-24-045Q; and

WHEREAS, the County and Consultant now desire to enter into an agreement upon such terms and conditions as are set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Contract and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 **CONTRACT ADMINISTRATOR:**

Whenever the term Contract Administrator is used herein, it is intended to mean the County Engineer or as otherwise designated in writing by the County Administrator. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.2 PROJECT:

The project is the work assigned to the Consultant pursuant to a Work Authorization issued in accordance with Section 1.9 below.

1.3 PROJECT MANAGER:

The Project Manager shall mean the staff person within a specific County Department who is assigned by the Contract Administrator to oversee the Work Authorization work.

1.4 SCOPE OF SERVICES:

The Consultant will provide Professional Services as set forth in Exhibit "A", attached hereto and incorporated herein.

1.5 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project Work Authorization including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.6 WORK AUTHORIZATION:

The Work Authorization is a formal written assignment of work, based upon negotiation, which will be issued to the Consultant pursuant to this Contract. The Work Authorization shall utilize the format shown in Exhibit "B" attached hereto and incorporated herein.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Contract and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Contract is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Contract incorporates the results of such negotiations.

- 2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected the Consultant to perform such services hereunder.
- 2.3 The County will budget funds for each Work Authorization issued under the Contract.

ARTICLE 3
SERVICES AND PERFORMANCE

- 3.1 The County hereby retains the Consultant to furnish the professional services as are described in the Scope of Services.
- 3.2 The Consultant shall provide to, and perform for, the County such services within the Scope of Services as may be more specifically set forth in one or more Work Authorizations issued by the County and accepted by the Consultant.
- 3.3 In the performance of the professional services contemplated by this Contract, the Consultant shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant further agrees to provide and perform the professional services set forth herein in accordance with the administrative rules promulgated by the Florida Board of Professional Engineers, and any and all laws, statutes, ordinances, codes, rules, regulations, and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the Consultant.
- 3.4 The Consultant shall obtain and maintain throughout the term of this Contract, any and all licenses as are required to do business in the State of Florida, and Flagler County, including but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Contract.
- 3.5 All professional services shall be performed by the Consultant to the satisfaction of the County's Project Manager. The decision of the Project Manager regarding satisfactory completion shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such decision, the Consultant furnishes to the Contract Administrator a written notice of dispute. In the event a dispute still exists after the Contract Administrator and/or County Administrator concludes his/her review, the parties agree to a nonbinding mediation with subsequent appropriate legal proceedings, if required. Pending any settlement or binding decision, appeal or judgment, the Consultant shall proceed diligently with the performance of this Contract and any work authorized through the issuance of a Work Authorization.
- 3.6 In the event there are delays in the completion of work authorized through a Work Authorization, and such delays are beyond the Consultant's reasonable control, the County will grant reasonable time extensions for the completion of the work. The determination regarding reasonable delays shall be made by the Project Manager and shall be final and conclusive, unless the procedures set forth in 3.5 above are utilized.

ARTICLE 4
ORDERING OF THE WORK

- 4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Contract. The County expressly reserves the exclusive right to assign each specific Work Authorization to the firm it deems best suited for the type of work to be accomplished. This Contract does not guarantee any amount or type of Work Authorizations to be assigned to the Consultant.
- 4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each Work Authorization. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services.
- 4.3 In the event a mutually agreeable number of hours are reached, the County will issue a Work Authorization, in the format depicted in Exhibit B of this Contract, which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

- 5.1 As a part of its Work Authorization proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during Work Authorization negotiations.
- 5.2 A copy of the fully executed Work Authorization will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a Work Authorization, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 **COMPENSATION:**

- (a) The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Contract, a fee to be computed as described below and based upon the hourly rate

schedule set forth in Exhibit C, attached hereto and incorporated herein. Individual Work Authorization(s) submitted to the Consultant will be paid through a budget line item recommended and approved by the Board of County Commissioners. For each such Work Authorization, the Consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit C attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a Work Authorization under this Contract. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and the Flagler County Code of Ordinances, the County's performance and obligation to fund this Contract shall be contingent upon an annual appropriation by the Flagler County Board of County Commissioners.

6.3 ADJUSTMENT OF CONSULTANT'S RATES:

(a) Either party may request in writing, no later than ninety (90) days prior to each anniversary of the effective date of this Contract, an adjustment in the Consultant's existing hourly rate schedule. Both the Consultant and the County agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Consultant's revised hourly rates within thirty days after the commencement of such negotiations, this Contract shall terminate by operation of law on the anniversary of the effective date of the Contract following the failed negotiation, and the Consultant shall no longer be eligible to offer its services to the County pursuant to this Contract.

(b) Adjustments and/or revisions to the Hourly Rate Schedule (Exhibit C) shall be made a part of this Contract by the issuance of a written contract amendment executed by the Consultant and the County Administrator. The effective date of any such adjustment shall be the anniversary of the effective date of the Contract following the request for adjustment, or as otherwise set forth in the contract amendment, and shall apply to Work Authorizations negotiated after the effective date. The hourly rate schedule for active Work Authorizations will not be changed from the rate schedule and hours negotiated in the executed Work Authorization. The Consultant agrees that throughout the life of this Contract, at no time will the negotiated rates charged to the County be in excess of any other published or unpublished rates paid by any other of Consultant's clients of the same class under similar terms and conditions of use and service.

(c) In addition, to the annual adjustments referenced herein, the County may request an adjustment to the Consultant's existing hourly rate schedule, at any time, in order to add a specialist category that is not included in the rate schedule or to make such other amendments as are deemed necessary by the Contract Administrator in his/her sole discretion.

6.4 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a Work Authorization will be borne by the Consultant and will include, but not be limited to, the following:

1. All travel and per diem charges, and transportation expenses in connection with any Work Authorization.
2. Living expenses in connection with travel inside and outside of Flagler County and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Contract.
5. Cost of any software or hardware used or developed for any Work Authorization.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Contract.

6.5 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly invoices (payment requisitions) to the Project Manager for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Contract. The invoices shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly invoices includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project Work Authorization.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Payments under this Contract and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, et. seq., Florida Statutes, as amended.

6.6 INVOICES AND NOTICES WILL BE MADE TO THE COUNTY AT:

1769 East Moody Blvd.
Building No. 2
Bunnell, Florida 32110

6.7 PAYMENTS AND NOTICES WILL BE MADE TO THE CONSULTANT AT:

Insert Consultant Info

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or via certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

6.8 FINAL PAYMENT REQUIREMENT/PAYMENT RECORDS:

The Consultant shall, at the time the final invoice is submitted, provide a report to the Project Manager identifying the total of all payments made under the Contract to the Consultant and to each Sub-Consultant. This record shall include the final payments. The final payment will not be made until receipt of the final payment record. The final invoice must be clearly marked as such in bold letters. For those Contracts that are closed out before submittal of a final invoice (i.e., not to exceed awards) it is incumbent upon the Consultant to submit this final payment record to ensure accurate allocation of dollars awarded.

ARTICLE 7
ADDITIONAL SERVICES AND
CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Contract. Such changes must be in accordance with the procurement policies of Flagler County and must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity prior to any deviation from the terms of this Contract, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project Work Authorizations. Such changes must be negotiated and mutually agreed upon by both parties. This mutual Contract will be formalized by a written change order to the Work Authorization issued by the County to the Consultant.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal available information pertinent to the project including previous reports, test results, surveys, property information, and any other data relative to design or construction of the project as available and as may be appropriate.

- 8.3 The County shall arrange for access to and make provisions for the Consultant to enter upon public and/or private property as required for the Consultant to perform its services.
- 8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.
- 8.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Contract and individual Work Authorizations.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) Neither the County's review, approval, acceptance, or payment for the services required by this Contract shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Contract. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Contract.

(d) The rights and remedies of the County provided for under this Contract are in addition to any other rights and remedies otherwise provided by law.

9.2 **CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:**

(a) The professional services provided to the County by the Consultant shall be certified by the appropriate architect, professional engineer and/or landscape architect registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professionals as appropriate.

(b) The Consultant agrees to obtain and maintain, throughout the term of this Contract, including any renewal terms, all licenses as required to do business in the State of Florida and the County of Flagler, including, but not limited to, licenses required by any state boards or other

governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Contract.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10 **GENERAL CONDITIONS**

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Contract are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property.

(c) CONSULTANT will provide COUNTY with a set of reproducible copies, in both bond paper and electronic formats acceptable to the COUNTY, of all documents, maps and/or drawings that are produced.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a Work Authorization for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the applicable Work Authorization time for the completion of the project.

(b) This Contract may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Contract.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Contract or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Flagler County Purchasing Policy, Section 28, shall be grounds for immediate termination of this Contract.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Contract. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) Pursuant to Section 119.0701(2), Florida Statutes, the Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Consultant in conjunction with this Contract. Specifically, the Consultant must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service, including but not limited to: emails and correspondence, meeting notes, daily progress reports, correspondence, test result reports, videos, progress schedule updates, and certifications; and
2. 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Consultant upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

In performing the requirements herein, the Consultant shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Consultant and consult with the County to ensure the request is responded to in accordance with the law. The Consultant shall promptly provide the County with a copy of the Consultant's response to each

such request. Failure to grant such public access shall constitute a material default, and the County shall be entitled to terminate this Contract and to pursue any other remedies against Consultant available in equity or at law.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4005, publicrecords@flaglercounty.gov, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, ATTN: ADMINISTRATION, 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 PERSONNEL AND SUBCONTRACTORS:

(a) The Consultant shall maintain an adequate and competent professional staff so as to enable the Consultant to perform all professional services requested by the County in a professional and timely manner, in accordance with this Contract and the requirements of each Work Authorization issued by the County.

(b) The Consultant, with the consent of the County and as authorized through the issuance of a Work Authorization, may associate with subcontractors or other professional associates in connection with services covered by this Contract. The services of any such subcontractors shall be performed without additional cost to the County, other than those costs negotiated within the limits and terms of this Contract and each Work Authorization issued by the County. The Consultant shall be fully responsible for the satisfactory completion of all subcontracted work. In addition, the Consultant shall ensure that all subcontractors comply with the duties and obligations imposed upon Consultant by this Contract, Work Authorizations and/or amendments hereto, including but not limited to, requirements regarding licenses, indemnification, insurance requirements and standards of care.

(c) The Consultant agrees to promptly replace any persons in its employ, including subcontractors or employees thereof, who were engaged by the Consultant to perform professional services pursuant to this Contract, if the County requests, for cause, that the individual be stopped from performing professional services under this Contract.

10.6 ASSIGNMENT:

This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY AND FDOT (IF APPLICABLE):

The Consultant shall indemnify, hold harmless, and defend the County, and its officers, agents, and employees, from and against any and all liabilities, damages, losses, claims, damages, demands, expenses, costs, and actions, whether in law or equity, including, but not limited to, reasonable court costs and attorneys' fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, recklessness, or intentional act or omission of the Consultant and other persons employed or utilized by the Consultant in connection with the performance of this Contract.

For Work Authorizations related to any project paid in whole or in part by the Florida Department of Transportation (FDOT), the Consultant shall also indemnify, defend, and hold harmless the FDOT, including the FDOT's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant hereunder to the extent and within the limitations of Section 768.28, Florida Statutes.

This indemnification shall survive the termination or expiration of this Agreement. Nothing contained in this paragraph is intended to nor shall constitute a waiver of the State of Florida or the County's sovereign immunity.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, ANY DESIGN PROFESSIONAL, AS DEFINED IN SECTION 558.002(7), FLORIDA STATUTES, EMPLOYED BY THE CONSULTANT OR AN AGENT OF THE CONSULTANT IS NOT INDIVIDUALLY LIABLE TO THE COUNTY FOR ECONOMIC DAMAGES, NOT INCLUDING PERSONAL INJURY OR DAMAGES UNRELATED TO THIS AGREEMENT, RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT SO LONG AS THE CONSULTANT

MAINTAINS THE INSURANCE COVERAGE REQUIRED UNDER THIS AGREEMENT.

10.8 INSURANCE:

Unless otherwise specified, the Consultant shall, at its sole expense, maintain in effect at all times during the performance of the Services hereunder, insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to the County.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation Employer's Liability	Statutory requirements location of work \$ 1,000,000 each occurrence \$ 2,000,000 disease, aggregate \$ 1,000,000 disease, each employee
(b) Commercial General Liability	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp.Ops Agg \$ 2,000,000 Each Occurrence \$ 100,000 Fire Damage \$ 5,000 Medical Expense
(c) Automobile Liability (owned, hired and non-owned) Option of Split Limits: (1.) Bodily Injury (2.) Property Damage	\$1,000,000 Combined Single Limit \$1,000,000 Per Person \$1,000,000 Per Accident \$500,000
(d) Professional Liability	\$1,000,000 per claim \$1,000,000 annual aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insured's (except for the Professional Liability and Workers Compensation policies), as regards to liability arising out of Consultant's performance of the work or the work performed by others on behalf of Consultant under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. The Consultant shall furnish the County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County Board of County Commissioners as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Agreement are completed.

Alternatively, in lieu of recurring certificates, the Consultant may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at

least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium, the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or materially modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of the Consultant covering loss or damage to the work or to any other property of the Consultant.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Consultant are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Contract.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Contract seeking an adjustment or interpretation of the terms of the Contract documents, payment of money, extension of time or other relief with respect to the terms of the Contract documents. The term claim also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the Contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Contract, or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of a project will arise. The Consultant shall transmit all communications pertaining to the day-to-day conduct of the project to the Project Manager.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR CONTRACTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, contracts, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts, or understandings concerning the subject matter of this Contract that is not contained in this document. Accordingly, it is agreed

that no deviation from the terms hereof shall be predicated upon any prior representations or contracts whether oral or written.

(b) It is further agreed that unless otherwise provided for herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TERM OF CONTRACT:

The term of this Contract shall be for three (3) years from the effective date; however, by mutual consent, this Contract may be extended for two additional two-year terms, not to exceed a total of seven (7) years. Such extensions shall be made a part of this Contract by the issuance of a written contract amendment executed by the Consultant and the County. Any Work Authorizations issued during the effective period of this Contract and not completed within that period, shall be completed by the Consultant within the time specified in the Work Authorization. The Contract shall govern the parties' rights and obligations with respect to that Work Authorization to the same extent as if the Work Authorization were completed during the Contract's effective period.

10.13 TRUTHS-IN-NEGOTIATION CERTIFICATE:

Signature of this Contract by the Consultant shall act as the execution of a truth in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines to have increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments shall be made within one (1) year following the end of this Contract.

10.14 HEADINGS:

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.15 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.16 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Contract and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its

obligations under this Contract in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Contract.

10.17 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Contract, shall survive the termination of this Contract.

10.18 GOVERNING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, except its conflict of laws provisions, and the parties stipulate that the exclusive venue for enforcement or interpretation of this Contract is the Circuit Court of the Seventh Judicial Circuit in and for Flagler County.

10.19 INTERPRETATION:

For the purpose of this Contract, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Contract.

(b) This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.20 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance hereof shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provision.

10.21 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding, and shall fully and timely comply with, all current laws and future laws that may affect those engaged or employed in the performance of this Contract. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Contract.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Contract. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Contract.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Contract.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this ____ day of _____, 2024.

ATTEST:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

TOM BEXLEY
Clerk of the Circuit Court & Comptroller

ANDREW S. DANCE, CHAIR

(Date Signed)

RECOMMENDED:

APPROVED-AS-TO-FORM

SEAN MOYLAN, DEPUTY COUNTY ATTORNEY

ATTEST:

(Signature)

(Typed or Printed Name)

(Title)

CORPORATE SEAL:

CONSULTANT:

(Signature)

(Typed or Printed Name)

(Title)

(Date Signed)

As authorized for execution by the Board of Flagler County Board of County Commissioners at its _____ regular meeting.

EXHIBIT A
SCOPE OF SERVICES

FLAGLER COUNTY CONTRACT NO RSQ 24-045Q

The Consultant Firm(s) will serve as Flagler County's representative for assigned capital improvement projects and faithfully represent the County's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

The scope of work may include design engineering activities including the planning and design of various capital improvement projects. Typical projects include the following: stormwater management systems; stormwater treatment systems; site and property developments and improvements, roadways and roadside improvements; park and recreational facilities; minor/routine utility improvements; sidewalk, multi-use path and other pedestrian facilities; grading and drainage improvements; structures such as boardwalks, boat docks, or minor bridges; traffic signal and intersection improvements; municipal/county infrastructure developments and improvements; and other paved/pavement improvements.

The scope of work may also consist of studies and engineering assessments including; hydrologic and hydraulic analysis and design; feasibility and due diligence studies; traffic / transportation studies; financial planning; civil infrastructure forensic analysis; drainage studies; master planning; and grant procurement and administration services.

The firm/team must be familiar with all appropriate regulatory requirements, FDOT Standard Plans and Specifications, Florida Greenbook, and related standards.

ANTICIPATED SERVICES

Upon request by the County. The assigned Continuing Services Firm will submit a detailed scope of services for consideration. The final negotiated scope of professional services for the specified project is anticipated to include, but may not be limited to, the following:

- Planning, Design, Permitting, Post-Design and/or Project Administration of the following:
 - Stormwater management systems
 - Site developments and improvements
 - Roadways and roadside improvements
 - Park and recreational facilities
 - Minor/routine utility improvements
 - Sidewalk, multi-use path, and other pedestrian or bicycle facilities
 - Grading and drainage improvements
 - Structures such as boardwalks, boat docks, or pedestrian bridges

- Traffic signal improvements
- Municipal/county infrastructure developments and improvements
- Other paved/pavement improvements
- Studies and/or engineering assessments including:
 - Hydrologic and hydraulic analysis and design
 - Feasibility and due-diligence studies
 - Traffic / transportation studies
 - Financial planning
 - Civil infrastructure forensic analysis
 - Drainage studies
 - Master planning
 - Grant procurement and grant administration services
- Permitting services such including but not to:
 - Environmental Resource Permitting
 - Gopher Tortoise Permitting
 - Wetland Mitigation
 - Applicable planning and zoning or site development approvals
 - Building permits
 - Other federal, state, local, or private agency permitting
- Coordination with:
 - Regulatory agencies
 - Funding sources
 - The general public
 - Interested stakeholders
 -
- Additional services as needed for capital projects, infrastructure management, property transactions, or as needed by the County's capital improvement programs
- Associated planning, design, permitting, post-design, or adjunct services as needed

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EXHIBIT B
SAMPLE WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO.: RSQ – 24-045Q
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR
DESIGN OF CAPITAL IMPROVEMENT PROJECTS

Work Authorization No. _____

This Work Authorization No. _____ establishes the Scope of Services and Compensation for specific work to be performed by _____ (“Consultant”) under FLAGLER COUNTY Contract No. 24-045Q

The Scope of Services to be provided by the Consultant consists of the following:

Project Background / Summary

- I. Specific Scope of Services
- II. Compensation Amount
- III. Project Deliverables
- IV. Project Schedule
- V. The provision of this Work Authorization No. _____ are subject to all terms and conditions of the above-referenced contract.

SIGNATURE PAGE TO FOLLOW

SAMPLE WA Signature Page (Not for Execution)

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

ATTEST:

TOM BEXLEY
Clerk of the Circuit Court & Comptroller

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

ANDREW S. DANCE, CHAIR

(Date Signed)

RECOMMENDED:

HAMID TABASSIAN, P.E., COUNTY ENGINEER

APPROVED-AS-TO-FORM

SEAN MOYLAN, DEPUTY COUNTY ATTORNEY

(Date Signed)

ATTEST:

(Signature)

(Typed or Printed Name)

(Title)

CORPORATE SEAL:

CONSULTANT:

(Signature)

(Typed or Printed Name)

(Title)

(Date Signed)

As authorized for execution by the Board of Flagler County Board of County Commissioners at its _____ regular meeting.

EXHIBIT C
HOURLY RATE SCHEDULE

CONTINUING PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR
DESIGN OF CAPITAL IMPROVEMENT PROJECTS
FLAGLER COUNTY CONTRACT NO. 24-045Q

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

SUBJECT: Consideration and Approval of Recommended Final Ranking of Request for Statement of Qualifications (RSQ) 24-050Q for Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment Project.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: A Request for Statement of Qualifications (RSQ) was advertised in the Palm Coast Observer, as well as publicly broadcast on www.Vendorlink.com, for Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment Project. The Request for Statement of Qualifications (RSQ 24-050Q) requested proposals from qualified firms to provide a full range of coastal engineering services for the planned beach and dune re-nourishment project in the area along the northern Flagler County coastline between Washington Oaks Gardens State Park (R15.9) and Varn Park (R-47.9), which is known as Reach 3 in the Beach Management Plan.

On August 27, 2024, the following three (3) firms responded to the Request for Statement of Qualifications (RSQ 24-050Q) to provide the necessary services:

- Olsen | Foth Inc.
- Moffatt & Nichol, Inc.
- Intera Inc.

Each of the respondents were required to submit their proposals relating to their qualifications and relative experience, their staffing and project organization, and their work plan and technical approach. A Selection Committee comprised of four staff members and three members of the community scored each one of the proposer's proposals and ranked them in accordance with the RSQ evaluation criteria corresponding scores. The three firms were initially closely ranked; therefore, all three firms were scheduled to make a presentation to the Selection Committee.

On October 7, 2024, the Selection Committee received presentations from the three closely ranked firms and Moffatt & Nichol, Inc. was determined to be the top ranked firm. The evaluation committee recommends entering negotiations with Moffatt & Nichol, Inc. to finalize a scope of work and associated fee.

On October 25, 2024, after posting the Intent to Award on www.Vendorlink.com, the County received a Notice of Intent to Protest from Olsen | Foth Inc., the firm ranked second by the Evaluation Committee. A formal bid protest was received on October 30, 2024. However, the bid protest was withdrawn on November 13, 2024. As such, it is appropriate to now move this item forward for Board approval.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 2- Protect and Manage Natural Resources
 - Objective EV 2.1.1: Protect and renourish the dunes/beaches

FUNDING INFORMATION: Funding is available within the Tourist Development Beach Restoration Fund from grant funding from the Florida Department of Environmental Protection (FDEP) Agreement 23FL2.

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

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

RECOMMENDATIONS: Request the Board approve the Selection Committee's recommended final ranking of Request for Statement of Qualifications 24-050Q, Coastal Engineering Services for Permitting and Design of the Northern Flagler County Beach Nourishment and authorize staff to negotiate a contract with Moffatt & Nichol, Inc. Upon final completion of negotiations, staff will bring the contract to the Board for approval.

ATTACHMENTS:

1. Final Evaluation Sheet

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
EVALUATION MATRIX (SHORTLISTING)**

RSQ# 24-050Q COASTAL ENGINEERING SERVICES FOR PERMITTING AND DESIGN OF THE NORTHERN FLAGLER COUNTY BEACH NOURISHMENT PROJECT

Evaluation Criteria & Scoring Guide	Possible Points	Foth Olsen	INTERA	Moffatt & Nichol
<u>Company Qualifications, Capabilities & Capacity (TAB 3, Section 6 RSQ)</u> Poor = 1 Possible Points: 4 Below Average = 2 Possible Points: 8 Average = 3 Possible Points: 12 Above Average = 4 Possible Points: 16 Excellent = 5 Possible Points: 20	20	17.29	16.14	18.29
<u>Qualifications & Capabilities of Professional Personnel (TAB 4, Section 6 RSQ)</u> Poor = 1 Possible Points: 4 Below Average = 2 Possible Points: 8 Average = 3 Possible Points: 12 Above Average = 4 Possible Points: 16 Excellent = 5 Possible Points: 20	20	17.43	17.43	19.00
<u>Project Understanding & Approach (TAB 5, Section 6 RSQ)</u> Poor = 1 Possible Points: 6 Below Average = 2 Possible Points: 12 Average = 3 Possible Points: 18 Above Average = 4 Possible Points: 24 Excellent = 5 Possible Points: 30	30	26.00	24.00	26.86
<u>Experience on Similar Projects (TAB 6, Section 6 RSQ)</u> Poor = 1 Possible Points: 4 Below Average = 2 Possible Points: 8 Average = 3 Possible Points: 12 Above Average = 4 Possible Points: 16 Excellent = 5 Possible Points: 20	20	18.43	15.71	16.00
<u>Financial Stability/Litigation History (TAB 7, Section 6 RSQ)</u> Poor = 1 Possible Points: 1 Below Average = 2 Possible Points: 2 Average = 3 Possible Points: 3 Above Average = 4 Possible Points: 4 Excellent = 5 Possible Points: 5	5	3.14	3.14	4.71
<u>References (TAB 8, Section 6 RSQ)</u> Poor = 1 Possible Points: 1 Below Average = 2 Possible Points: 2 Average = 3 Possible Points: 3 Above Average = 4 Possible Points: 4 Excellent = 5 Possible Points: 5	5	4.57	3.57	3.71
Shortlisting Score	100	86.86	80.00	88.57
Ranking		2	3	1

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
EVALUATION MATRIX (PRESENTATIONS)**

RSQ# 24-050Q COASTAL ENGINEERING SERVICES FOR PERMITTING AND DESIGN OF THE NORTHERN FLAGLER COUNTY BEACH NOURISHMENT PROJECT

Evaluation Criteria & Scoring Guide	Possible Points	Foth olsen	INTERA	moffatt & nichol
<u>Company/Firm Qualifications and Qualifications of Personnel Assigned</u> Poor = 1 Possible Points: 5 Below Average = 2 Possible Points: 10 Average = 3 Possible Points: 15 Above Average = 4 Possible Points: 20 Excellent = 5 Possible Points: 25	25	22.33	21.00	23.67
<u>Experience on Similar Projects</u> Poor = 1 Possible Points: 7 Below Average = 2 Possible Points: 14 Average = 3 Possible Points: 21 Above Average = 4 Possible Points: 28 Excellent = 5 Possible Points: 35	35	31.33	28.17	32.50
<u>Project Understanding and Approach</u> Poor = 1 Possible Points: 8 Below Average = 2 Possible Points: 16 Average = 3 Possible Points: 24 Above Average = 4 Possible Points: 32 Excellent = 5 Possible Points: 40	40	36.17	31.50	37.17
Shortlisting Score	100	89.83	80.67	93.33
Rankings		2	3	1

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

SUBJECT: Consideration of Bid Award 25-003B and Contract Approval for Nutrition Program for the Elderly to G.A. Food Services of Pinellas County, LLC., Not To Exceed \$165,000.00.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: Sealed bids were advertised in the local press as well as publicly broadcast on www.vendorlink.com. ITB 25-003B requested bids from qualified contractors to provide pre-packaged frozen meals for the Older Americans Act Title III-C-1, Title III-C-2, Community Care for the Elderly, Local Services Program, Statewide Medicaid Managed Care Long-Term Care Program (formerly known as Medicaid Waiver), Community Care for Disabled Adults, and private pay clients in Flagler County. On October 24, 2024, the County received three bids. One bid from G.A. Food Services of Pinellas County, LLC, one bid from Construction Catering Inc., and one bid from Independent Living Systems. Staff reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid documents. The initial contract period is one (1) two-year period beginning January 1, 2025, to December 31, 2027. The contract allows an option to renew for two (2) additional, (2) year terms, after completion of the initial term and as mutually agreed upon by both parties. Staff recommends award to the lowest responsive and responsible bidder, G.A. Food Services of Pinellas County, LLC.

STRATEGIC PLAN:

- Focus Area: Public Health & Safety
 - Goal 1 -Increase resident awareness of services available through Health and Human Services.
 - Objective PHS 1.1: Provide a range of educational programs.

FUNDING INFORMATION: Funding for this contract was included as part of the Adopted FY 2024-2025 budget for Adult Day Care, as well as Senior Services Congregate Meals and Home Delivered Meals accounts. Appropriations beyond fiscal year 2024-2025 are subject to future grant funding and subsequent Board approval.

DEPARTMENT CONTACT: Joseph Hegedus Health & Human Services Director (386) 586-2324
Robert Rounds, Purchasing Manager (386)-313-4097

RECOMMENDATIONS: Approval of bid award and contract to G.A. Food Services of Pinellas County, LLC, for providing food for the Nutrition Program for the Elderly and authorize the Chair to execute the agreement as approved by the County Attorney.

ATTACHMENTS:

1. GA Foods #25-003B Contract
2. GA Foods #25-003B Bid Scoring

**CONTRACT FOR
NUTRITION PROGRAM FOR THE ELDERLY
INVITATION TO BID 25-003B.**

This Contract, entered into this 2nd day of December 2024 by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the **COUNTY**, and G.A. Food Services of Pinellas County, LLC, a Delaware limited liability company, whose address is 12200 32nd Court N., St. Petersburg, FL 33716 hereinafter called the **VENDOR**.

WITNESSETH: That the **COUNTY** agrees with the **VENDOR**, as follows:

1. The Contract shall consist of the following, all of which are hereby made a part hereof:
 - a. 25-003B Bid Documents
 - b. 25-003B Bid Submission
 - c. Insurance Certificate(s)

Without limiting the generality of the foregoing, the Terms and Conditions found in Section 2 of the Bid Documents, the Special Conditions found in Section 3 of the Bid Documents, and the Scope of Work/Specifications found in Section 4 of the Bid Documents are specifically incorporated by reference as terms and conditions of this Contract.

2. The **VENDOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.
3. The **VENDOR** agrees to commence the work to be done under this Contract, beginning January 1, 2025, for a period of two (2) year with the option to renew for two (2) additional, (2) year terms.
4. The **COUNTY** agrees to pay the **VENDOR** for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.

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

ATTEST:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

TOM BEXLEY
Clerk of the Circuit Court and Comptroller

Andrew S. Dance, CHAIR

(Date Signed)

APPROVED-AS-TO-FORM

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.11.20 13:17:21 -05'00'

Sean S. Moylan, Deputy County
Attorney

[Signature Page to Follow.]

WITNESS:

(Signature)

(Signature)

(Typed or Printed Name)

(Printed)

(Title)

(Date Signed)

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

SUBJECT: Consideration of Cooperative Purchase Contract #25-016PB for Public Safety Equipment.

DATE OF MEETING: December 2, 2024

RECOMMENDATIONS: The contract below is being brought to the board to better align with our financial software and support the transparency initiative. Additionally, cooperative purchases (also known as “piggybacks”) have the likelihood of exceeding \$100,000 over the life of the contracts which often span multiple years, which is above the County Administrator’s approval authority. Staff is seeking approval of the cooperative contract 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 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
Witmer Public Safety Group, Inc.	\$75,000	October 31, 2026

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

FUNDING INFORMATION: Funding for this contract is included within the Fire, Fire Administration, EMS, and Flight Operations budgets. 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 contract listed above and authorize the Chair to execute the contract.

ATTACHMENTS:

1. Witmer Public Safety Group, Inc., Piggyback Agreement #25-016PB to #GS-07F-0089T – Fire Equipment, Tools and PPE

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
COOPERATIVE PURCHASE AGREEMENT #25-016PB TO PIGGYBACK
GSA CONTRACT GS-07F-0080T
AGREEMENT FOR FIRE EQUIPMENT, TOOLS AND PPE**

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 Witmer Public Safety Group, Inc., a Pennsylvania corporation, whose address is 104 Independence Way, Coatesville PA 19320, (“Contractor”).

RECITAL

A. The County desires to “piggyback” from the GSA Contract GS-07F-0080T for Fire Equipment, Tools and PPE., attached hereto as Attachment A and incorporated herein (“GSA Agreement”). The term of the GSA Agreement began May 14, 2024 and expires October, 31, 2026.

B. The Flagler County Board of County Commissioners, on December 2, 2024, approved of this Cooperative Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, The Contractor and the County agree as follows:

TERMS

1. RECITALS: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. TERM:

A. The term of this Agreement is December 2, 2024 through October 31, 2026.

3. SCOPE OF WORK:

A. The 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. The Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the County, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the County; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in accordance with the 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. 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; or 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110

6. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and the Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

7. INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any

injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), unless it is, or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Agreement. This section shall survive the termination of this Agreement.

8. 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. The Contractor shall not be entitled to seek judicial relief unless: (i) it has first received the County's written decision; 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; or (iii) the County has waived, in writing, compliance with the procedure set forth in this section.

9. TERMINATION RIGHTS:

A. The County shall have the right to terminate this Agreement, without cause, in its sole discretion, at any time, by giving written notice to the Contractor at least thirty (30) business days prior to the effective date of such termination. In such an event, the County shall pay the Contractor compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the County be liable to the Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. 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. In such event, the County will pay the Contractor for products/services satisfactorily rendered up to the date of termination. 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.

10. 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 provide services here under (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
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

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insureds, as regards to liability arising out of the Contractor's performance of the work or the work performed by others on behalf of the Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, the Contractor shall furnish County with a Certificate/s of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance.

The County will not maintain any insurance on behalf of the Contractor covering loss or damage to the work or to any other property of the Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Contractor are intended to and shall not

in any manner limit or qualify the liabilities or obligations assumed by the Contractor under the Agreement.

Notices, in original and one copy, of cancellation, termination and alteration of such policies, if any, shall also be provided to the County.

11. 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.

12. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO THE CONTRACTOR:
Witmer Public Safety Group, Inc.
104 Independence Way
Coatesville, PA 19320

TO THE COUNTY:
Flagler County BOCC
Attn: Office of Procurement and Contracts
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110

13. 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. 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.

14. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

15. **INDEPENDENT THE CONTRACTOR:** The Contractor has been procured and is engaged to provide services to the County as an independent Contractor, and not as an agent or employee of the County.

16. **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, authorized officials on the dates indicated below.

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: 2024.11.20 14:14:34 -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, authorized officials on the dates indicated below.

ATTEST:

Witmer Public Safety Group, Inc.

Signature

Signature

Print Name, Title

Print Name, Title

Date: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTACHMENT "A"

Agreement between GSA and Witmer Public Safety Group, Inc. as presented at the December 2, 2024, meeting of the Flagler County Board of County Commissioners on file with the Clerk of County and with the Procurement & Contract Services Manager of Flagler County.



**GENERAL SERVICES ADMINISTRATION,
FAS AUTHORIZED GSA FAS SCHEDULE PRICELIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through WWW.GSAAdvantage.gov, a menu-driven database system.

For more information on ordering from Federal Supply Schedules click on the Acquisitions link at WWW.GSA.GOV

SCHEDULE: MAS

GSA CONTRACT NUMBER: GS-07F-0080T

WITMER PUBLIC SAFETY GROUP, INC

104 Independence Way

Coatesville, PA 19320

Phone: 800-852-6088 Fax: 888-335-9800

[TheFireStore](#) [OfficerStore](#) [theEMSstore](#)

SALES: GovSales@WPSGinc.com

GSA Contract Administration: GovSales@WPSGinc.com

Current contract option period covered through October 31, 2026.

CAGE: 1MML7

UEI: MERGS8TBBY7

This Authorized Pricelist is current through Modification PS-0449 Dated 5-14-2024



Product lines currently on our GSA contract

Clicking a link below will take you to that product listing on GSA Advantage

8:12 ILLUMINATION Lighting Balloons	EMI Emergency Medical Kits and Supplies
AJAX TOOLS Rescue/Extrication Tools/Chisels	EURAMCO Battery Powered Fan/Blower
AKRON BRASS CO Nozzles and Tips	EZ SPANNER Spanner Wrenches and Tools
ALL AMERICAN HOSE Fire Hose	FAT IVAN Hinged Door Chocks
ANCHOR INDUSTRIES Fire Shelters	FIRE-DEX Fire Fighting Helmets and Gear
ARMORED TEXTILES, INC Fire Hose	First Tactical Uniform trousers, shirts and hats
ASP, INC Batons and Training Weapons (Red Guns)	FLAMEFIGHTER Hose Testers, Cabinets and Fire Fighting Tools
ATLANCO (Tru-Spec) Uniform Clothing and Accessories	FLIR Thermal Image Cameras
Bear & Son Cutlery Folding and fixed blade knives	FSI NORTH AMERICA Decon Showers and Shelters
BOSTON LEATHER Belts and Duty Gear	FUNCTIONAL IDEAS Hydrostatic Pressure Tester
BRIGHT STAR LIGHTING Flashlights	GALCO GUNLEATHER Firearm Holsters
BULLARD COMPANY Fire Helmets	GEMTOR Fire Fighting Harnesses and Rescue Equipment
COMBAT SUPPORT PRODUCTS Foam Fire Fighting Trailers	GRACE INDUSTRIES SuperPass 5X
CORE SURVIVAL Helmet Mounted Marking Lights	GROVES, INC Gear Lockers
COUNCIL TOOLS Fire Fighting Axes and Tools	HAIX NORTH AMERICA Fire, LE & EMS Boots
DICKE SAFETY PRODUCTS Traffic Signs and Accessories	Hammerhead Industries (Gear Keeper) Gear retractors
DICKIE'S Uniform Clothing	Harrington Inc Hose Fittings, Flex Hose, Suction Hose
EARPHONE CONNECTION Lapel Microphones	Hose Alert Fire hose alerting system
EDGE TACTICAL EYEWEAR Tactical and Safety Eyewear	Hot Shield, USA Wildland Fire Masks
ELBECO Uniform Clothing	HOT-STICK, USA Voltage Detector
ELEVEN10 Tourniquet and Medical Supply Cases	HWI GEAR, INC Combat and Flight Gloves, Balaclavas

IRON DUCK Rescue Equipment	RINGERS GLOVES Gloves
JERSEY TACTICAL CORPORATION Breaching Equipment	SAM MEDICAL SAM Splints and Seals
JYD INDUSTRIES Extrication Equipment	SHELBY SPECIALTY GLOVES Fire Fighting Gloves
KEMP USA Water Rescue	STAG ARMS Rifle Parts, Field Kits and Tools
LAKELAND INDUSTRIES HazMat Protective Gear	STAT TAPE Trauma Tape
LANCER Rifle Magazines	STAUB'S WELDING Forcible Entry Simulator
LONESTAR AXE Forcible Entry Axe	STEARNS Water Rescue
MACE TACTICAL SOLUTIONS Pepper Sprays	STECK MANUFACTURING Lockout Tools
MAJESTIC FIRE APPAREL, INC Fire Fighting Hoods	STREAMLIGHT Fire Fighting Flashlights
MARK PRO GEAR Force On Force Protective Gear	TECHTRADE Heating Blankets
MERCEDES TEXTILES, INC Fire Hose	TELOR TACTICAL Firearm holsters and Accessories
MN8 FOXFIRE Glow-In-The-Dark Fire Fighting Strips/Gear	TEMPEST TECHNOLOGY PPV Fans, Smoke Machines and Rescue Saws
Nasco Healthcare (Simulaid) Rescue Randys, Training Mannequins	THE FOUNTAINHEAD GROUP, INC Wildland Fire Pumps (Backpack Style)
NATIONAL FOAM Mil-Spec Fire Fighting Foam	THOROGOOD SHOES Fire Fighting Boots, Station Shoes
NATIONAL MARKER COMPANY Signage	THROWRAFT Water Rescue Raft
NATIONAL TARGET Paper Targets	UNDER ARMOUR Clothing
OPEN DOOR, INC Wedge-It Door Wedges	UNDERWATER KINETICS Dive Lights, Knives and Dry Boxes
PAC Tool Mount Mounting brackets and accessories	UNITED SHIELD INTERNATIONAL Ballistic Helmets, shields and Accessories
PEERLESS HANDCUFF CO Handcuffs and Leg Irons	WARSON BRANDS (Reebok) Boots & Shoes
PERSYS MEDICAL Emergency Bandages	WATER-JEL First Aid Creams and Ointments
PMI (Pigeon Mountain Industries) Rescue Helmets, Ropes & accessories	WEDDLE TOOL COMPANY Entry Tools
PRO-GARD PRODUCTS Vehicular Weapon Storage	ZICO Fire Fighting Tools, Chocks, SCBA
QUAKER SAFETY PRODUCTS Turnout Gear	
RED HEAD BRASS Fire Hose Fittings and Adapters	

1(a). Table of Awarded Special Item Numbers (SINs):

3152	Includes all types of clothing, such as work suits, coats, hoods, gloves, reflective clothing, camouflage, hazardous material clothing and gloves, etc.	316210	Includes all types of footwear, including shoes, boots, etc.
325412	Criminal Investigative Equipment and Supplies Includes products necessary for criminal investigations, such as evidence collection supplies, fingerprinting, polygraphs, evidence collection containers, etc.	326220	Includes all hoses, valves, fittings, nozzles, couplings, and related accessories.
332216	Includes firefighting and rescue equipment, such as jaws, cutters, axes, shovels, etc.	332999	Includes all personal equipment related to law enforcement, such as restraints, duty belts, flashlights, weapon scopes, gas
333TOOL	Tools (powered and non-powered), tool kits, tool boxes and accessories	334220	Surveillance systems, wearable body cameras, and vehicular audio.
334511	Includes telecommunications equipment and accessories, such as radar (except airborne), underwater, light, and laser equipment.	334516	Analytical Instruments Includes analytical equipment for laboratory use, such as testing equipment, etc.
334519	Bomb and Hazardous Material Disposal; Metal and Bomb Detection Includes products necessary for bomb and hazardous material disposal, including protective and detective equipment.	336320	Includes vehicle signal and restraint systems, such as vehicular emergency signals, sirens, spot and flood lights, beacon warning devices, etc.
336612	Includes all marine crafts and related services, such as boats (all types), repair and maintenance, floating marine barriers, etc.	337215	Includes tables, storage units, consoles, racks, workbenches and accessories designed to be used as interrelated components for the purpose of
339112	Includes breathing air equipment, inhalator devices, respiratory protection products, etc.	339113PA	Includes all protective apparel, including firefighting suits and accessories, body armor, head protection, etc.
339113R	Includes medical and rescue products related to transporting patients, including kits and immobilization devices.	339920	Includes target systems and target range accessories, such as protective lenses, shooters gloves, hearing protection devices. etc.
339999E	Evidence Collection and Investigative Equipment and Supplies Includes evidence collection and investigative equipment, such as supplies for finger/palm printing, forensic investigation, lie detectors, evidence collection containers, etc.	3FIRE	Includes items required to manage fires, such as fire extinguishers, suppressants, pumps, portable tanks, retardant, etc.

611430ST	Includes all security training related to law enforcement, security, emergency preparedness and/or first responders. Examples include instructor-led training, web-based training, pre-set courses, training development, etc.	NEW	Introduction of New Supplies and Services Includes the introduction of new supplies, technology and services categorically related to items already on GSA contract, which may be in commercial development and/or not yet introduced to the federal government.
OLM	Order-Level Materials (OLM) OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level.		

- 1(b). Lowest priced model number and price for each SIN: As shown on [GSA Advantage](#)
2. Maximum Order Limitations: In accordance with the FAR and as defined by GSA. Contact GovSales@WPSGinc.com for more information.
3. Minimum Order: N/A. Please note that Witmer Public Safety may still have order minimums with our suppliers that may affect lead times on small orders.
4. Geographic coverage: Domestic.
5. Points of production: Varies by manufacturer. Contact GovSales@WPSGinc.com for details.
6. Discount from list prices or statement of net price: Pricing is NET Pricing.
7. Quantity Discounts: Please contact GovSales@WPSGinc.com.
8. Prompt payment terms: None. Net 30 Days.
9. Foreign items: Country of Origins listed per item on GSA Advantage!
- 10(a). Time of delivery: Varies by item as listed on GSA Advantage!
- 10(b). Expedited delivery: Contact GovSales@WPSGinc.com.
- 10(c). Overnight and 2-day delivery: Contact GovSales@WPSGinc.com.
- 10(d). Urgent requirements: GovSales@WPSGinc.com.
11. FOB Points: Varies by manufacturer.
12. Ordering address: Same as contractor address above.
13. Payment address: Same as contractor address above.
14. Warranty provision: Standard commercial warranty. Contact GovSales@WPSGinc.com.
15. Export packing charges: Included in cost of shipping when applicable.
16. Terms and conditions of rental, maintenance, and repair: N/A
17. Terms and conditions of installation: N/A
- 18(a). Terms and conditions of repair parts: N/A
- 18(b). Terms and conditions for any other services: N/A
19. List of service and distribution points: N/A
20. List of participating dealers: See table on page above.
21. Preventative Maintenance: N/A
- 22(a). Special Attributes: N/A
- 22(b). Section 508 Compliance: N/A
23. SAM UEI: MMERGS8TBBY7
24. WPSG is registered and current in the System for Award Management (SAM) database.

Return Policy:

Customized items may only be returned for MFG defect or seller error. Select products may incur a restock fee. Not all items are eligible for return. Request for return must be made within 45 days of delivery. Please contact GovSales@WPSGinc.com for more details or to request a return/exchange.

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

SUBJECT: Consideration of Letter of Intent in Support of the Jacksonville District of the U.S. Army Corps of Engineers (USACE) Requesting Federal Funds for the New Flagler County Back Bay and Shoreline Coastal Storm Risk Management (CSRM) Feasibility Study.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: The Jacksonville District of the U.S. Army Corps of Engineers (USACE) is preparing a funding package as part of the FY27 President's Budget to request funding for a new Flagler County Back Bay and Shoreline Coastal Storm Risk Management (CSRM) Feasibility Study. The funding package must include a Letter of Intent (LOI) from the non-federal sponsor, Flagler County, stating the County's interest and willingness to financially support the new study.

The study area would essentially include all portions of the County not currently authorized as part of the USACE CSRM project, the approximately three (3) miles completed dune/beach nourishment project in the City of Flagler Beach. Also, the "Back Bay" indicates the study will include a full analysis of the Intracoastal Waterway (IWW) side that will determine if flooding exists from the back bay and if needed plans will include addressing the IWW side issues as well. The study will conduct activities and tasks required to identify and evaluate alternatives and produce a decision document that, as appropriate, recommends a coordinated and implementable solution for hurricane protection, storm damage reduction, beach erosion control, and other related purposes in Flagler County. The study will explore effective, economically-viable and environmentally-sound solutions to mitigate risks and build enduring coastal resiliency.

The typical cost of a CSRM study is \$3 million over a three (3) years study period. If this funding package is approved, the cost will be split 50/50 percent between the USACE and Flagler County. If federal appropriations are received in FY27, Flagler County could anticipate the following financial obligations to the USACE; FY27: \$150,000, FY28: \$1 million, and FY29: \$350,000.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 2- Protect and Manage Natural Resources
 - Objective EV 2.1.1: Protect and renourish the dunes/beaches

FUNDING INFORMATION: Funding will be provided through the Florida Department of Environmental Protection Agreement 23FL2_A1.

DEPARTMENT CONTACT: Hamid Tabassian, PE, DBIA, County Engineer (386) 313-4046

RECOMMENDATION: Request the Board authorize the Chair to sign the Letter of Intent in support of the USACE requesting federal funds for the new Flagler County Back Bay and Shoreline CSRM Feasibility Study.

ATTACHMENT:

1. Letter of Intent

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



www.FlaglerCounty.gov

Phone: (386) 313-4006

Fax: (386) 313-4106

December 2, 2024

Colonel Brandon L. Bowman
Commander, Jacksonville District
U.S. Army Corps of Engineers
P.E. Box 4970
Jacksonville, FL 32232

RE: Flagler County, FL Back Bay and Shoreline CSRМ Feasibility Study

Dear Colonel Bowman,

Flagler County is grateful for our partnership with the U.S. Army Corps of Engineers in execution of the Coastal Storm Risk Management (CSRМ) Project in the City of Flagler Beach.

The Flagler County Board of County Commissioners fully supports the new Flagler County, FL Back Bay and Shoreline CSRМ Feasibility Study federal funding request for FY27. Flagler County beaches have seen irreversible damage from recent storm events that they cannot recover from without intervention. Moreover, Flagler County's coastline and beaches are an essential component to the local economy and the quality of life of its 132,000 residents.

This reflects our continued interest in the CSRМ feasibility study, and we wish to confirm our commitment and willingness to fulfill the program requirements and financial obligations to support the 3-year study. We also understand that funding would be required each Fiscal Year based upon an agreed funding strategy once federal appropriations are received.

Sincerely,

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

Copy: Heidi Petito, Flagler County Administrator
Hamid Tabassian, PE, County Engineer
Ansley Wren-Key, Ph.D. Coastal Engineering Administrator
Al Hadeed, Flagler County Attorney
Marco Rubio, US Senate
Rick Scott, US Senate
Michael Waltz, Congressional District 6
Paul Renner, FL Representative District 19
Travis J. Hutson, Senate District 7
Greg Hansen, Flagler County Commissioner – District 2
Kim Carney, Flagler County Commissioner – District 3
Leann Pennington, Flagler County Commissioner – District 4
Pam Richardson, Flagler County Commissioner – District 5

Andy Dance
District 1

Greg Hansen
District 2

Kim Carney
District 3

Leann Pennington
District 4

Pam Richardson
District 5

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

SUBJECT: Consideration of Approval for Courtroom A/V Upgrades at the Kim C. Hammond Justice Center.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: The Court is seeking to enhance audio and video technology capabilities in four courtrooms at the Kim C. Hammond Justice Center. Upgrades are needed to improve the Court's ability to conduct remote hearings and to produce digital recordings of proceedings required to be reported at public expense.

Funding for this project is collected through the various fees and fines associated with court related proceedings and are limited in the use, as they are intended to improve court technology projects such as this proposal.

STRATEGIC PLAN:

Focus Areas

1. Growth and Infrastructure
 - a. Goal 1 - Provide Quality Fundamental Infrastructure

FUNDING INFORMATION: The total of this project is \$198,819.96. Funding is included in the Adopted FY 24-25 Budget within the Court Technology Fund – 1194.

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

RECOMMENDATION: Staff recommends approval of the award for this work to Clark for continuity of existing work and compatibility with existing equipment.

ATTACHMENTS:

1. Clark Quote and Single Source Documents



Proposal

Attachment 1



CLARK

AV Upgrades Courtrooms 3,4,5,6

With 27+ years of satisfied clients, our audio, video & lighting systems have a lower total cost of ownership and proven results.

Prepared for:

FL 7th Circuit, Flagler County

1769 E. Moody Blvd
Bunnell, FL 32110

Prepared by:

Clark

1095 Windward Ridge Pkwy, Suite 200
Alpharetta, GA 30005
(770) 888-5088

Proposal Issued:

October 23, 2024
P-8701

Project Pricing Statement:

Due to current economic challenges that are outside of Clark's control, raw material shortages, logistical delays, and vendor pricing increases, the pricing herein can only be guaranteed for 30 days from the proposal date above.

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary intellectual property of Clark. It is not to be shared with other parties.

Courtroom 3

Audio - DSP

QTY	Description	Price	Total
1	Clark Note County to provide license for Q-sys Core 110f Scripting License and 16 Channel Dante License.	\$0.00	\$0.00
Audio - DSP Total			\$0.00

Video - Routing / Processing

QTY	Description	Price	Total
1	VTC Multiviewer	\$6,959.65	\$6,959.65
1	Crestron HD-WP-4K-401-C (VTC Cam Multiview) 4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	\$4,688.47	\$4,688.47
3	Crestron DM-NVX-D30C (Decoders to Multiview Inputs)DigitalMedia 4K60 4:4:4 HDR Network AV Decoder Card	\$757.06	\$2,271.18
1	Clark Note VTC Multiview output will connect directly to Video Conf computer	\$0.00	\$0.00
1	Clark Note VTC Input 4 to be left unconnected (No presentation sources can be routed to it due to the existing presentation system being on SVSi)	\$0.00	\$0.00
1	ECR Multiviewer	\$6,959.65	\$6,959.65
1	Crestron HD-WP-4K-401-C (ECR Multiview) 4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	\$4,688.47	\$4,688.47
3	Crestron DM-NVX-D30C (Decoders to Multiview Inputs)DigitalMedia 4K60 4:4:4 HDR Network AV Decoder Card	\$757.06	\$2,271.18
1	Clark Note ECR Multiview output will connect directly to ECR H.264 Encoder	\$0.00	\$0.00
1	Clark Note ECR Input 4 fed directly from zoom computer (via HDMI Splitter). No presentation sources will be routable to this due to the presentation system being on SVSi	\$0.00	\$0.00
2	NVX Card Chassis	\$1,164.71	\$2,329.42
1	Crestron DMF-CI-8 DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,164.71	\$2,329.42
1	Zoom PC HDMI Splitter	\$267.88	\$267.88
1	Crestron HD-DA2-4KZ-E 1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$267.88	\$267.88
1	Clark Note Splitter Ouput 1 to feed existing SVSi System, Output 2 to feed ECR Multiview Input 4	\$0.00	\$0.00



QTY	Description	Price	Total
	Video - Routing / Processing Total		\$16,516.60

Video - Cameras

QTY	Description	Price	Total
1	Well Camera	\$3,293.46	\$3,293.46
1	Vaddio 535-2000-206 SUSPENDED CEILING PTZ CAMERA MOUNT	\$104.09	\$104.09
1	BirdDog BDP120W BirdDog P120. 1080P PTZ Camera with 20x Zoom, OLED screen, 360° Mohawk Tally, Video Scopes, Sony Exmor R sensor, NDI, SDI, HDMI, USB Webcam, PoE, SRT, NDI HX2, NDI HX3, H.264, FreeD, Full Colour Matrix, Kelvin Control, and exceptional lowlight performance. Add Auto-Tracking with free Cam Control software	\$1,783.53	\$1,783.53
1	BirdDog BD-P-WM-WHITE BirdDog Wall Mount for P100 / P110 / P120 / P200 / P240 / P400 - White Colour	\$61.13	\$61.13
1	Crestron HD-TX-4KZ-101-1G-W DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White	\$238.24	\$238.24
1	Crestron DM-NVX-E760C DM NVX 4K60 4:4:4 HDR Network AV Encoder Card with DM Input	\$1,106.47	\$1,106.47
1	Witness Camera	\$3,293.46	\$3,293.46
1	Vaddio 535-2000-206 SUSPENDED CEILING PTZ CAMERA MOUNT	\$104.09	\$104.09
1	BirdDog BDP120W BirdDog P120. 1080P PTZ Camera with 20x Zoom, OLED screen, 360° Mohawk Tally, Video Scopes, Sony Exmor R sensor, NDI, SDI, HDMI, USB Webcam, PoE, SRT, NDI HX2, NDI HX3, H.264, FreeD, Full Colour Matrix, Kelvin Control, and exceptional lowlight performance. Add Auto-Tracking with free Cam Control software	\$1,783.53	\$1,783.53
1	BirdDog BD-P-WM-WHITE BirdDog Wall Mount for P100 / P110 / P120 / P200 / P240 / P400 - White Colour	\$61.13	\$61.13
1	Crestron HD-TX-4KZ-101-1G-W DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White	\$238.24	\$238.24
1	Crestron DM-NVX-E760C DM NVX 4K60 4:4:4 HDR Network AV Encoder Card with DM Input	\$1,106.47	\$1,106.47
1	Judge Camera	\$3,293.46	\$3,293.46
1	Vaddio 535-2000-206 SUSPENDED CEILING PTZ CAMERA MOUNT	\$104.09	\$104.09



QTY	Description	Price	Total
1	BirdDog BDP120W BirdDog P120. 1080P PTZ Camera with 20x Zoom, OLED screen, 360° Mohawk Tally, Video Scopes, Sony Exmor R sensor, NDI, SDI, HDMI, USB Webcam, PoE, SRT, NDI HX2, NDI HX3, H.264, FreeD, Full Colour Matrix, Kelvin Control, and exceptional lowlight performance. Add Auto-Tracking with free Cam Control software	\$1,783.53	\$1,783.53
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1	Crestron HD-TX-4KZ-101-1G-W DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White	\$238.24	\$238.24
1	Crestron DM-NVX-E760C DM NVX 4K60 4:4:4 HDR Network AV Encoder Card with DM Input	\$1,106.47	\$1,106.47
Video - Cameras Total			\$9,880.38

Control - Processing

QTY	Description	Price	Total
1	XIO Cloud Subscription (5 Year)	\$445.20	\$445.20
60	Crestron SW-XIOC-EM (5 Yr) XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room	\$3.18	\$190.80
60	Crestron SW-XIOC-S (5 Yr) XiO Cloud Provisioning and Management Service, Support License for one room	\$4.24	\$254.40
Control - Processing Total			\$445.20

Video Conferencing

QTY	Description	Price	Total
1	Owner Furnished Zoom Computer For Video Conferencing (Distributed via existing SVSI equipment)	\$685.30	\$685.30
1	Crestron HD-CONV-USB-300 USB Converter with HDMI® and Analog Audio Input	\$524.12	\$524.12
1	Audinate ADP-USBC-AU-2X2 Dante AVIO USBC IO Adapter 2x2	\$161.18	\$161.18
Video Conferencing Total			\$685.30

Recording

QTY	Description	Price	Total
1	H.264 Encoder for Open Court Stream	\$1,164.71	\$1,164.71



QTY	Description	Price	Total
1	Crestron DM-TXRX-100-STR HD Streaming Transmitter/Receiver	\$1,164.71	\$1,164.71
1	Dante DVS License for Open Court PC	\$27.05	\$27.05
1	Audinate DVS-TK-RES DVS Token for Resellers	\$27.05	\$27.05
Recording Total			\$1,191.76

Control - Interfaces

QTY	Description	Price	Total
1	Clark Note County to Provide larger 10" Crestron Touch Panels	\$0.00	\$0.00
Control - Interfaces Total			\$0.00

Network

QTY	Description	Price	Total
1	Netgear 48 Port Switch with Patchbays	\$4,461.47	\$4,461.47
1	Netgear GSM4352-100NES 52PT M4350-48G4XF MANAGED SWITCH	\$3,264.71	\$3,264.71
2	Netgear AXM764-10000S 10GE LRLITE SFP+ MODULE	\$325.88	\$651.76
2	AVP Broadcast WK-YL124E1-Z-B41 1 RU, 1x24	\$82.82	\$165.64
2	Leviton 61110-BE6 Cat6 Connector Quickpack 25pk Black	\$189.68	\$379.36
Network Total			\$4,461.47

Hardware

QTY	Description	Price	Total
1	Clark Allowance Allowance for new Rack Hardware (Lacing Bars, Cable Management, Rack Screws, Power Distribution, etc.)	\$533.33	\$533.33
1	Clark Allowance Bulk Cable to Build Out Rack, Connectors, Patch Cables, Wire Management	\$153.85	\$153.85
1	Clark Allowance Bluk Plenum Cable, Connectors, and Cable Management	\$1,538.46	\$1,538.46
Hardware Total			\$2,225.64



Services

Services Total	\$0.00
Equipment Total	\$35,406.35
Courtroom 3 Total	\$35,406.35

Courtroom 4

Audio - DSP

QTY	Description	Price	Total
1	Clark Note County to provide license for Q-sys Core 110f Scripting License and 16 Channel Dante License.	\$0.00	\$0.00
Audio - DSP Total			\$0.00

Video - Routing / Processing

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QTY	Description	Price	Total
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1	BirdDog BD-P-WM-WHITE BirdDog Wall Mount for P100 / P110 / P120 / P200 / P240 / P400 - White Colour	\$61.13	\$61.13
1	Crestron HD-TX-4KZ-101-1G-W DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White	\$238.24	\$238.24
1	Crestron DM-NVX-E760C DM NVX 4K60 4:4:4 HDR Network AV Encoder Card with DM Input	\$1,106.47	\$1,106.47
Video - Cameras Total			\$9,880.38

Control - Processing

QTY	Description	Price	Total
1	XIO Cloud Subscription (5 Year)	\$445.20	\$445.20
60	Crestron SW-XIOC-EM (5 Yr) XiO Cloud® Provisioning and Management Service, Endpoint Management License for one room	\$3.18	\$190.80
60	Crestron SW-XIOC-S (5 Yr) XiO Cloud Provisioning and Management Service, Support License for one room	\$4.24	\$254.40
Control - Processing Total			\$445.20

Video Conferencing

QTY	Description	Price	Total
1	Owner Furnished Zoom Computer For Video Conferencing (Distributed via existing SVSI equipment)	\$685.30	\$685.30
1	Crestron HD-CONV-USB-300 USB Converter with HDMI® and Analog Audio Input	\$524.12	\$524.12
1	Audinate ADP-USBC-AU-2X2 Dante AVIO USBC IO Adapter 2x2	\$161.18	\$161.18
Video Conferencing Total			\$685.30

Recording

QTY	Description	Price	Total
1	H.264 Encoder for Open Court Stream	\$1,164.71	\$1,164.71



QTY	Description	Price	Total
1	Crestron DM-TXRX-100-STR HD Streaming Transmitter/Receiver	\$1,164.71	\$1,164.71
1	Dante DVS License for Open Court PC	\$27.05	\$27.05
1	Audinate DVS-TK-RES DVS Token for Resellers	\$27.05	\$27.05
Recording Total			\$1,191.76

Control - Interfaces

QTY	Description	Price	Total
1	Clark Note County to Provide larger 10" Crestron Touch Panels	\$0.00	\$0.00
Control - Interfaces Total			\$0.00

Network

QTY	Description	Price	Total
1	Netgear 48 Port Switch with Patchbays	\$4,461.47	\$4,461.47
1	Netgear GSM4352-100NES 52PT M4350-48G4XF MANAGED SWITCH	\$3,264.71	\$3,264.71
2	Netgear AXM764-10000S 10GE LRLITE SFP+ MODULE	\$325.88	\$651.76
2	AVP Broadcast WK-YL124E1-Z-B41 1 RU, 1x24	\$82.82	\$165.64
2	Leviton 61110-BE6 Cat6 Connector Quickpack 25pk Black	\$189.68	\$379.36
Network Total			\$4,461.47

Hardware

QTY	Description	Price	Total
1	Clark Allowance Allowance for new Rack Hardware (Lacing Bars, Cable Management, Rack Screws, Power Distribution, etc.)	\$533.33	\$533.33
1	Clark Allowance Bulk Cable to Build Out Rack, Connectors, Patch Cables, Wire Management	\$153.85	\$153.85
1	Clark Allowance Bluk Plenum Cable, Connectors, and Cable Management	\$1,538.46	\$1,538.46
Hardware Total			\$2,225.64



Services

Services Total	\$0.00
Equipment Total	\$35,406.35
Courtroom 4 Total	\$35,406.35

Courtroom 5

Audio - DSP

QTY	Description	Price	Total
1	Clark Note County to provide license for Q-sys Core 110f Scripting License and 16 Channel Dante License.	\$0.00	\$0.00
Audio - DSP Total			\$0.00

Video - Routing / Processing

QTY	Description	Price	Total
1	VTC Multiviewer	\$6,959.65	\$6,959.65
1	Crestron HD-WP-4K-401-C (VTC Cam Multiview) 4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	\$4,688.47	\$4,688.47
3	Crestron DM-NVX-D30C (Decoders to Multiview Inputs)DigitalMedia 4K60 4:4:4 HDR Network AV Decoder Card	\$757.06	\$2,271.18
1	Clark Note VTC Multiview output will connect directly to Video Conf computer	\$0.00	\$0.00
1	Clark Note VTC Input 4 to be left unconnected (No presentation sources can be routed to it due to the existing presentation system being on SVSi)	\$0.00	\$0.00
1	ECR Multiviewer	\$6,959.65	\$6,959.65
1	Crestron HD-WP-4K-401-C (ECR Multiview) 4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	\$4,688.47	\$4,688.47
3	Crestron DM-NVX-D30C (Decoders to Multiview Inputs)DigitalMedia 4K60 4:4:4 HDR Network AV Decoder Card	\$757.06	\$2,271.18
1	Clark Note ECR Multiview output will connect directly to ECR H.264 Encoder	\$0.00	\$0.00
1	Clark Note ECR Input 4 fed directly from zoom computer (via HDMI Splitter). No presentation sources will be routable to this due to the presentation system being on SVSi	\$0.00	\$0.00
2	NVX Card Chassis	\$1,164.71	\$2,329.42
1	Crestron DMF-CI-8 DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,164.71	\$2,329.42
1	Zoom PC HDMI Splitter	\$267.88	\$267.88
1	Crestron HD-DA2-4KZ-E 1:2 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$267.88	\$267.88
1	Clark Note Splitter Ouput 1 to feed existing SVSi System, Output 2 to feed ECR Multiview Input 4	\$0.00	\$0.00



QTY	Description	Price	Total
	Video - Routing / Processing Total		\$16,516.60

Video - Cameras

QTY	Description	Price	Total
1	Well Camera	\$3,293.46	\$3,293.46
1	Vaddio 535-2000-206 SUSPENDED CEILING PTZ CAMERA MOUNT	\$104.09	\$104.09
1	BirdDog BDP120W BirdDog P120. 1080P PTZ Camera with 20x Zoom, OLED screen, 360° Mohawk Tally, Video Scopes, Sony Exmor R sensor, NDI, SDI, HDMI, USB Webcam, PoE, SRT, NDI HX2, NDI HX3, H.264, FreeD, Full Colour Matrix, Kelvin Control, and exceptional lowlight performance. Add Auto-Tracking with free Cam Control software	\$1,783.53	\$1,783.53
1	BirdDog BD-P-WM-WHITE BirdDog Wall Mount for P100 / P110 / P120 / P200 / P240 / P400 - White Colour	\$61.13	\$61.13
1	Crestron HD-TX-4KZ-101-1G-W DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White	\$238.24	\$238.24
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1	Witness Camera	\$3,293.46	\$3,293.46
1	Vaddio 535-2000-206 SUSPENDED CEILING PTZ CAMERA MOUNT	\$104.09	\$104.09
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1	Vaddio 535-2000-206 SUSPENDED CEILING PTZ CAMERA MOUNT	\$104.09	\$104.09



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QTY	Description	Price	Total
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Courtroom 6

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1	Clark Allowance Bluk Plenum Cable, Connectors, and Cable Management	\$1,538.46	\$1,538.46
Hardware Total			\$2,225.64



Services

Services Total	\$0.00
Equipment Total	\$35,406.35
Courtroom 6 Total	\$35,406.35



Acceptance

Financial

Payment Schedule	Equipment Total	\$141,625.40
TBD	Engineering	\$1,373.28
	Installation	\$32,415.68
	Management	\$3,734.72
	Programming	\$19,270.88
	Expenses - Shipping	\$2,000.00
	Clark Discount	\$-1,600.00
	Subtotal	\$198,819.96
	Total Sales Tax	\$0.00
	Project Total	\$198,819.96

Acceptance

FL 7th Circuit, Flagler County

Signed

Date

Print Name

Title

Clark

Signed

Date

Print Name

Title

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

SUBJECT: Consideration for Acceptance of Flagler County Sheriff's Donation of 2011 Carolina Skiff Boat and Trailer to Flagler County Fire-Rescue.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: On September 24, 2024, Flagler County Sheriff's Office donated a 2011 Carolina Skiff and a 2019 MAGC Trailer to Flagler County Fire-Rescue. The donated boat will enhance the capabilities of the Fire Department's Marine Rescue Operations making the waterways safer for the residents of Flagler County.

The Flagler County Clerk of Court's Office is requesting a formal acceptance of the Sheriff's Office donation by the Flagler County Board of County Commissioner's to issue an asset tag for the donated boat and trailer.

STRATEGIC PLAN:

Focus Area – Public Health and Safety

Goal – Improve Public Safety Response and Service Delivery Capabilities

DEPARTMENT CONTACT: Percy Sayles, Deputy Fire Chief 386-313-4256

FUNDING INFORMATION: The 2011 Carolina Skiff Boat and 2019 Trailer were donated and have no fiscal impact.

RECOMMENDATIONS: Staff recommends acceptance of Flagler County Sheriff's donation of 2011 Carolina Skiff Boat and Trailer.

ATTACHMENTS:

1. Bill of Sale



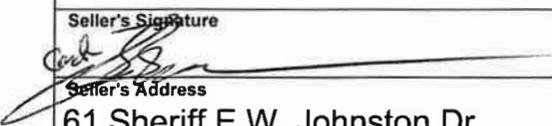
STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES - DIVISION OF MOTORIST SERVICES

SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

www.flhsmv.gov/offices/

Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

- Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.
- Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Motor Vehicle, Mobile Home, Off-Highway or Vessel Description				
Year 2011	Make/Manufacturer Carolina Skiff	Body Type Vessel	Model	Color White
Certificate of Title Number		Current Title Issue Date		Vehicle/Vessel Identification Number
I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:				
Print Name(s) of Purchaser(s) Flagler County Fire Rescue				
Address 1769 E. Moody Blvd		City Bunnell	State FL	Zip Code 32110
Date of Sale 09/04/2024		Selling price \$ 0.00		
2. Odometer Disclosure Statement (Required For a Motor Vehicle)				
Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.				
WE STATE THAT THIS MOTOR VEHICLE'S <input type="checkbox"/> 5 DIGIT OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/> <input type="text"/> . xx (NO TENTHS) MILES, DATE READ ____/____/____, AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING:				
<input type="checkbox"/> 1. REFLECTS THE ACTUAL MILEAGE. <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE.				
Affidavit (When applicable):				
3. Certification				
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.				
Seller's Signature 		Seller's Printed Name Commander George Bender		Date 09/04/2024
Seller's Address 61 Sheriff E.W. Johnston Dr		City Bunnell	State FL	Zip Code 32110
Co-Seller's Signature (when applicable)		Co-Seller's Printed Name (when applicable)		Date
Co-Seller's Address (when applicable)		City	State	Zip Code
Purchaser's Signature		Purchaser's Printed Name		Date
Co-Purchaser's Signature (when applicable)		Co-Purchaser's Printed name (when applicable)		Date

* OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

Check your local phone book government pages or visit the following website for current mailing addresses: <http://www.flhsmv.gov/offices/>



Rick Staly, Sheriff
FLAGLER COUNTY SHERIFF'S OFFICE

"An honor to serve, a duty to protect."

MEMORANDUM

DATE: 09/04/2024
TO: Flagler County Fire Rescue
FROM: Commander George Bender
RE: Donation of 2011 Carolina Skiff

The purpose of this letter is to state the donation transaction for the 2011 Carolina Skiff and trailer to the Flagler County Fire Rescue. The cost of this transaction is \$0.00. Vehicle description is shown below.

2011 Carolina Skiff / Serial # EKH1K891A111

Trailer: 2019 MAGC / VIN: 1M5BA1918K1E65826

Commander George Bender
Organizational Services Division
Management Services Section
S.W.A.T. / Honor Guard
Flagler County Sheriff's Office
61 Sheriff E.W. Johnston Dr
Bunnell FL, 32110
Office Direct: 386-586-4884
Cell:386-276-2671
Email: gbender@flaglersheriff.com
www.flaglersheriff.com

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A Five Diamond Accredited Law Enforcement Agency



IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

FLAGLER COUNTY SHERIFF'S OFFICE
61 SHERIFF E. W. JOHNSTON DR
BUNNELL, FL 32110-6310

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 61 / 1 T# 1980173281
 B# 1609513

FLORIDA TRAILER REGISTRATION

PLATE	ZFY04	DECAL		Expires	NO EXPIRATION			
YR/MK	2019/MAGC	BODY	TL	TITLE	Reg. Tax	Class Code		97
VIN	1M5BA1918K1E65826				Init. Reg.	Tax Months		
Plate Type	SHR	NET WT	500		County Fee	3.00	Back Tax Mos	
DL/FEID	-				Mail Fee		Credit Class	97
Date Issued	8/31/2018	Plate Issued	5/30/2014		Sales Tax		Credit Months	
					Voluntary Fees			
					Grand Total	3.00		

FLAGLER COUNTY SHERIFF'S OFFICE
61 SHERIFF E. W. JOHNSTON DR
BUNNELL, FL 32110-6310

BILL OF SALE

I do hereby sell this trailer/moped to: _____, and declare it to be free of all liens and encumbrances. Date of Sale: _____ Selling Price: _____
 Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Seller's Signature: _____

Purchaser's Signature: _____

SHR - COUNTY SHERIFFS

FLORIDA VESSEL REGISTRATION

CU/AVY 01 / 1 1# 18111/9239
 B# 1523016

4761

FL/DO # **FL1828PD** DECAL **015886011** Expires **Midnight Mon 6/30/2025**

YR/MK **2011/CAI** BODY **VS**
 HIN **EKH1K891A111**
 HULL **FBGLSS** PROPL **OUTBRD**
 USE **GOVT** TYPE **OPEN**
 DL/FEID **596000608-01**
 Date Issued **5/19/2023**

TITLE **105841218**
 FUEL **GAS**
 LENGTH **19'8"**
 Reg. Tax **3.00** Class Code **104**
 Init. Reg. **0.00**
 County Fee **5.50** Tax Months **24**
 Mail Fee **0.00** Back Tax Mos **0.00**
 Sales Tax **0.00** Credit Class **0.00**
 Voluntary Fees **0.00**
 Grand Total **8.50**

FLAGLER COUNTY SHERIFFS OFFICE

904 E MOODY BLVD
 BUNNELL, FL 32110-5909

IMPORTANT INFORMATION

1. Your registration must be updated to your new address within 30 days of moving.
2. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

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

SUBJECT: Approval of Unanticipated Revenue Resolution to Allocate Florida Firefighter Cancer Decontamination Equipment Grant Program for Fiscal Year 2024-2025.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: The Florida Firefighter Cancer Decontamination Equipment Grant Program (FFCDEGP) was established by Florida Statute 633.137 and F.A.C 69A-37.503 to help protect the health and safety of firefighters and provide financial assistance to help fire departments procure equipment, supplies, and educational training designed to mitigate exposure to hazardous, cancer-causing chemicals.

Eligible equipment to be purchased as part of this grant focuses on equipment that remove carcinogens (cancer causing agents) to which firefighters are exposed during firefighting operations. This includes personal protective equipment (PPE) washer / extractors units. These units are specifically designed to remove carcinogens to the maximum degree possible which standard commercial washing machines cannot achieve.

This grant program provides for 75 percent of the equipment cost being provided by the State of Florida and the remaining 25 percent coming from the applicant (nonstate matching funds). The grant performance period begins on July 1, 2024, and ends June 30, 2025.

Currently, Flagler County Fire Rescue owns three of these units which are located at Stations 41, 62, and the Emergency Operations Center. This requires firefighters to transport their PPE to one of these facilities for washing after each fire. While the gear is being washed a temporary set must be transported back to the firefighter until their primary gear is returned. The temporary set must then be returned to the FCFR storage location. Providing these washer / extractor units at each facility will allow for each firefighter's primary gear to be cleaned sooner and require less transportation of temporary sets of gear.

On September 25, 2024, Flagler County Fire Rescue received notification of grant award in the amount of \$29,802. A local match of 25% is required.

STRATEGIC PLAN:

Public Health and Safety

- **Goal 3** – Improve Public Safety Response and Service Delivery Capabilities.
 - Objective PHS 3.1:** Prepare for, pursue, achieve and maintain local, regional and national standards, while ensuring each division supports standard-based risk assessments.
 - 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.

FUNDING INFORMATION: Upon Board's approval of the Unanticipated Revenue Resolution, funding in the amount of \$22,351 will be appropriated into the Grant Special Revenue Fund 1128 (project FR25GRT001). Funding for the local match for this grant has been identified within the existing FY 2024-25 Fire Rescue Budget.

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

RECOMMENDATION: Adopt the Unanticipated Revenue Resolution.

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

ATTACHMENTS:

1. Unanticipated Revenue Resolution

RESOLUTION 2024- __

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE GRANT SPECIAL REVENUE FUND BUDGET FOR FISCAL YEAR 2024-25 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE

WHEREAS, it is necessary to increase the Grant Special Revenue Fund 1128 budget to receive unanticipated revenue from Florida State Department of Financial Services; and

WHEREAS, Section 129.06, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, that the Grant Special Revenue Fund is hereby amended, and the appropriation and expenditures identified in Exhibit A, attached hereto and incorporated herein, are approved. This Resolution shall take effect upon adoption.

ADOPTED in regular session, this 2nd day of December 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: 2024.11.21 11:14:36 -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			
2025	02	22990	11/20/2024	009	BUA FFCDEGPURR	1	2			
1	11000470	334200		Revenue Department	State Grt-Public Safety			-108,306.00	-22,351.00	-130,657.00
	1128-001-0000-334200-330-00-000-000-334200-				state grant - URR			11/20/2024		
2	11188061	564000		Grants	Machinery and Equipment			.00	22,351.00	22,351.00
	1128-180-8001-526600-520-52-000-000-564000-				state grant - URR			11/20/2024		
								** JOURNAL TOTAL	0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: p|eblanc

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	2	22990											
BUA	1128-001-0000-334200-330-00-000-000-334200-			11/20/2024	FFCDEGPURR 009				T State Grt-Public Safety state grant - URR		5		22,351.00
BUA	1128-180-8001-526600-520-52-000-000-564000-			11/20/2024	FFCDEGPURR 009				T Machinery and Equipment state grant - URR		5	22,351.00	
												.00	.00
BUA	1128-000-0000-000000-000-00-000-000-241000-			11/20/2024	FFCDEGPURR 009				Appropriations				22,351.00
BUA	1128-000-0000-000000-000-00-000-000-171000-			11/20/2024	FFCDEGPURR 009				Est Revenues			22,351.00	
SYSTEM GENERATED ENTRIES TOTAL												22,351.00	22,351.00
JOURNAL 2025/02/22990 TOTAL												22,351.00	22,351.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1128	2025 2	22990	11/20/2024	Grant Special Revenue		
				1128-000-0000-0000000-000-00-000-000-171000- Est Revenues	22,351.00	
				1128-000-0000-0000000-000-00-000-000-241000- Appropriations		22,351.00
FUND TOTAL					22,351.00	22,351.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: pleblanc

PA JOURNAL SOURCE	PROJECT STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT	
*****		11/20/2024	2025/02/22990							
PAB	FR25GRT001-GRANT	-STATE	-	009			T	FFCDEGPURR	5	-22,351.00
PAB	FR25GRT001-CAP/GRANT	-FIRE/1128	-564000	009			T	FFCDEGPURR	5	22,351.00
Project Expense String Totals										
FR25GRT001 Total:									22,351.00	
Project FS String Totals										
FR25GRT001 Total:									-22,351.00	
PROJECT JOURNAL GRAND TOTAL:									0.00	

** END OF REPORT - Generated by Phoebe LeBlanc **

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

SUBJECT: Resolution of Intent to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments for Beach Renourishment in the Unincorporated Areas of the Barrier Island.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: Section 197.3632, Florida Statutes, requires that the County hold a public hearing and adopt a resolution of intent to use the uniform method of collection for any assessment program.

It is important to note, this Resolution does not levy the assessment but provides the public notice of the Board's intent to use the uniform method of collecting the assessment, which will be levied at a separate public hearing prior to September 15, 2025. In accordance with statute, the County will mail each property owner subject to the assessment (approximately 6,400 properties) notice of the September hearing, and it would also be advertised in the newspaper.

Special assessment revenues must be segregated and must be used to benefit the properties assessed in contrast to ad valorem revenue which can be spent on items that serve a public purpose. Unlike ad valorem taxes, special assessments will not rise and fall with property values but are set by the Board. The legal standard is that each levy must i.) specially benefit the property being assessed; and ii.) be reasonably apportioned among payors.

As presented at the Board's October 21st workshop, staff anticipates a need to generate approximately \$8.2 million each year for beach renourishment and maintenance in the unincorporated areas of the County. It is estimated that \$5 million will come from a combination of tourism development tax and the small county ½ cent sales tax. With \$1.5 million being proposed to be generated through the dedication of 0.1 mils of countywide ad valorem taxes. The remaining \$1.7 million would be generated through a combination of a Beach Renourishment Special Assessment (\$857,563) and Municipal Services Taxing Unit (\$857,563). The assessment and tax will only be levied on properties within the unincorporated portions of the barrier island, meaning between north of Beverly Beach and south of Marineland. There are approximately 6,392 such parcels.

Properties to be taxed will specially benefit from flood protection, enhanced property values, and enhanced habitat protection and recreational opportunities. The amount levied through taxes will be correlated with each property's taxable value as determined by the Property Appraiser. The rationale is that more valuable properties receive a greater benefit through flood damage reduction.

Taxable Value		Municipal Services Taxing Unit
> \$0.01	< \$100,000	\$30.59
> \$100,000	< \$200,000	\$61.21
> \$200,000	< \$300,000	\$91.82
> \$300,000	< \$400,000	\$122.35
> \$400,000	< \$500,000	\$153.09
> \$500,000	< \$600,000	\$183.47

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

Taxable Value		Municipal Services Taxing Unit
> \$600,000	< \$700,000	\$214.14
> \$700,000	< \$800,000	\$244.91
> \$800,000	< \$900,000	\$275.20
> \$900,000	< \$1M	\$306.07
> \$1M	< \$1.5M	\$459.81
> \$1.5M	< \$2M	\$611.81
> \$2M	< \$3M	\$937.79

The amount collected through the assessment will be a flat rate for all properties based on the benefits received from beach renourishment. The benefit received is directly proportional to the cost of the renourishment. The base rate or assessment collected on each property within the defined benefit area is estimated to be \$149.53.

It is important to note that these figures do not include the cost of collection or discounts for paying early. So, the actual amounts will be slightly different than what is listed. Although both amounts are displayed, the tax and the assessment, this agenda item is only for the consideration of the intent to use the uniform method of collection for the base rate assessment. Should the Board desire to use either of these methods with the creation of future budgets related to Beach Management Funding, final approval of the amounts to be levied will be considered during the budget hearing process.

STRATEGIC PLAN:

Focus: Effective Government

- Goal 1 – Maintain Financial Stability

Focus: Economic Vitality

- Goal 1 – Diversify and Enhance the Tax Base to Improve the Local Economy

Focus: Growth & Infrastructure

- Goal 1 – Provide Quality Fundamental Infrastructure and Assets
- Goal 2 – Protect and Manage Natural Resources

Focus: Public Health & Safety

- Goal 3 – Improve Public Safety Response and Service Delivery Capabilities

FUNDING INFORMATION: 

DEPARTMENT CONTACT: Heidi Petito, County Administrator

RECOMMENDATIONS: Adopt Resolution of Intent to Collect Special Assessment for Beach Renourishment in the Unincorporated Area of the Barrier Island

ATTACHMENT:

1. Resolution of Intent to Collect Beach Renourishment Special Assessment

RESOLUTION NO. 2024 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE UNINCORPORATED AREAS OF THE BARRIER ISLAND OF FLAGLER COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature has found beach erosion has advanced to emergency proportions and is a serious menace to the economy and general welfare of the people of Florida and that it is therefore a necessary governmental responsibility to properly manage and protect beaches fronting the Atlantic Ocean from erosion through beach restoration and nourishment projects; see section 161.088, *Florida Statutes*; and

WHEREAS, section 125.01(1)(q), *Florida Statutes*, authorizes the Flagler County Board of County Commissioners to establish municipal service benefit units within which may be provided beach erosion control from funds derived from special assessments within such units; and

WHEREAS, Flagler County has been under a continuing local state of emergency since October 2016 due to the vulnerability of the coastline from ocean flooding originally caused by Hurricane Matthew and subsequently exacerbated by Hurricanes Ian and Nicole as well as several unnamed nor'easters; and

WHEREAS, Flagler County, Florida (the "County") is contemplating the imposition of non-ad valorem special assessments to fund the provision of beach renourishment services, facilities, and programs in the unincorporated area of the County east of the Intracoastal Waterway; and

WHEREAS, the County intends to use the uniform method for collecting these non-ad valorem special assessments for the cost of providing beach renourishment services, facilities, and programs within these unincorporated areas of the County as authorized by section 197.3632, *Florida Statutes*, as amended, because this method will allow such assessments to be collected annually commencing with 2025 tax collections, in the same manner as provided for ad valorem taxes; and

WHEREAS, properties subject to the assessment will be specially benefited through erosion control, ocean flood reduction, the protection of structures and infrastructure, increased marketability and property values, and enhanced recreational opportunities and habitat; and

WHEREAS, the County held a duly advertised public hearing prior to the adoption of this Resolution, and proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2025, and with the tax statement mailed for such Fiscal Year and continuing year to year until discontinued by the County, the County intends to use the uniform method authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem special assessments to fund the cost of providing beach renourishment services, facilities, and programs. A legal description of such area subject to the proposed non-ad valorem special assessments for beach renourishment services, facilities and programs is attached hereto as Exhibit B and incorporated by reference.
2. Pursuant to Section 197.3632, Florida Statutes, the Board of County Commissioners will enter into interlocal agreements with the Flagler County Tax Collector and the Flagler County Property Appraiser related to the Beach Renourishment Special Assessment.
3. Upon adoption, the County Administrator is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Flagler County Tax Collector, and the Flagler County Property Appraiser by January 10, 2025.
4. This Resolution shall be effective upon adoption.

[Signature Page to Follow]

DULY ADOPTED this 2nd day of December 2024.

FLAGLER COUNTY, FLORIDA

Andrew S. Dance, Chair

ATTEST:

APPROVED AS TO LEGAL FORM:

Tom Bexley, Clerk of the Circuit
Court & Comptroller

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2024.11.20 14:52:16 -05'00'

Sean S. Moylan, Deputy County
Attorney

[Exhibits to Follow.]

EXHIBIT A TO RESOLUTION
PROOF OF PUBLICATION

[Once all legal notices have been published in accordance with Section 197.3632, Fla. Stat., the proof of publication will be substituted for this display ad prior to submitting to the Department of Revenue.]

**NOTICE OF INTENT TO USE
UNIFORM METHOD OF
COLLECTING NON-AD
VALOREM ASSESSMENTS**

Flagler County, Florida (the "County") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to fund the following:

-Beach renourishment services, facilities, and programs in the unincorporated area of the County, including for construction and maintenance of beach dune systems.

These assessments will commence in the Fiscal Year beginning on October 1, 2025, and continue year to year until discontinued by the County. The County will consider the adoption of resolutions electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 9:00 a.m., or as soon thereafter as possible, on December 2, 2024, in the Board Chambers, 1769 East Moody Blvd., Bldg. 2, Bunnell, Florida. Such resolutions will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of the resolution, which contains the legal description of the real property subject to the levy, are on file and available for inspection at the Office of the County Administrator located at 1769 E. Moody Boulevard, Building 2, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the County with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Flagler County Administration Office at (386) 313-4001, at least 48 hours prior to the date of the hearing.

Nov. 7/14/21/28

24-00425F

EXHIBIT B TO RESOLUTION

LEGAL DESCRIPTION

All of the unincorporated area of Flagler County, Florida, lying east of the Intracoastal Waterway, south of the Town of Marineland, west of the mean high water mark of the Atlantic Ocean, and north of the Town of Beverly Beach.

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

SUBJECT: Consideration for Approval of Purchase and Sale Agreement with Marjorie D. McCraney for the Purchase of Eight Contiguous Parcels of Land Totaling 27.49+/- Acres Utilizing Environmentally Sensitive Lands (ESL) Program Funds.

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: The Board is being requested to consider and approve a Purchase and Sale Agreement with Marjorie D. McCraney, subject to any adjustments in the Agreement for title purposes in advance of closing, for the purchase of eight contiguous parcels lying North of County Road 2006 West (depicted in yellow below), which have been assigned the following Flagler County Property Appraiser Parcel Numbers:

1	25-12-28-5600-000C0-0011 (5.00+/- acres)
2	25-12-28-5600-000D0-0010 (1.57+/- acres)
3	25-12-28-5600-000D0-0080 (0.78+/- acres)
4	25-12-28-5600-000D0-0100 (0.49+/- acres)
5	25-12-28-5600-000D0-0120 (0.25+/- acres)
6	25-12-28-5600-000E0-0000 (3.45+/- acres)
7	25-12-28-5600-000F0-0000 (9.41+/- acres)
8	25-12-28-5600-000H0-0000 (6.54+/- acres)



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

These parcels include the seller's homestead and are zoned AC (Agriculture) with an Agriculture and Timberlands Future Land Use designation. The Land Acquisition Committee (LAC) previously designated these parcels as a Priority A acquisition, which prompted the two appraisals. The two appraisals are less than six months apart, and have a variance of \$50,000, with the midpoint between the two appraisals being \$1,245,000. The owner has agreed to the County's purchase at \$1,245,000. The attached Purchase and Sale Agreement reflects this purchase price and provides for up to sixty days to complete the closing.

If purchased, these parcels may be utilized as a comfort station and recreational amenities for the Bull Creek Campground, along with land for uses including, but not limited to, expansion of the Campground's RV parking to include fifty additional sites including a camp host, expansion and relocation of the sanitary sewer drainfield, stormwater ponds, compensating storage (for flood waters), and overflow parking.

The Land Acquisition Committee (LAC) reviewed the expenditure of the Environmentally Sensitive Lands (ESL) Program funds for the purchase of these parcels at its October 14, 2024, Regular Meeting and unanimously recommended that the Board of County Commissioners pursue acquisition of the westernmost 10+/- acres (Parcel No. 25-12-28-5600-000F0-0000) as opposed to the entirety of the eight parcels. The LAC was unsure about the County's use of the homestead parcel (Parcel No. 25-12-28-5600-000H0-0000) in particular.

In a follow-up meeting with the LAC on November 18, 2024, the Committee unanimously recommended that the Board of County Commissioners purchase the entirety of the eight parcels for the \$1,245,000 negotiated price. As part of the LAC meeting, staff presented a draft site plan of the proposed development and use of the parcels, demonstrating the benefit to the County to enhance the recreational amenities and use of Dead Lake and the adjoining Bull Creek Fish Camp.

Among other standard provisions, the County is given the authority to make an inspection of the premises to assure that all building components are in good working order.

FUNDING INFORMATION: Funding in the amount of \$1,245,000 will be appropriated for this purchase from the Environmentally Sensitive Lands Program Fund 1119 reserves upon approval of the budget transfer.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 2 – Protect and Manage Natural Resources
- Goal 3 – Preserve & Enhance Cultural, Recreational & Leisure Activities

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

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

RECOMMENDATION: Request the Board approve Budget Transfer and the Purchase and Sale Agreement with Marjorie D. McCraney, subject to any adjustments made by the County Attorney to the Agreement for title purposes and for other terms, for the purchase of eight contiguous parcels of land totaling 27.49+/- acres for a purchase price not to exceed \$1,245,000 using Environmentally Sensitive Lands (ESL) Program Funds and to otherwise approve the closing of the transaction upon satisfaction of all terms within the Purchase and Sale Agreement.

ATTACHMENT:

1. Purchase and Sale Agreement
2. Budget Transfer
3. [Link to: Bull Creek Expansion Conceptual Site Plan \(oversized\)](#)

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (hereinafter called "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between **MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney)**, whose address is Post Office Box 313, Bunnell, Florida 32110 ("Seller"), and **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Suite 301, Bunnell, Florida, 32110 ("Buyer"), with Buyer and Seller sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Seller is the owner of the fee simple title to certain real property situate in Flagler County, Florida, consisting of approximately 27.49 acres, as generally identified and depicted in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter collectively referred to as "the Property"); and

WHEREAS, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the Property, together with any and all improvements, structures, fixtures and appurtenances thereto, unless specifically excluded herein, on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. The Property. Seller agrees to sell and the Buyer agrees to purchase for the Purchase Price (as defined herein) and on the terms and conditions herein set forth, the Property, in fee simple, together with all of the tenements, hereditaments, improvements, oil, gas, timber and mineral rights, levees, dikes, canals, ditches, roads and easements, appertaining thereto and all of the Seller's rights, title and interest therein. The instrument of conveyance shall transfer all of Seller's rights, title and interest in and to the Property and Seller's interest in and to all littoral and riparian rights, transferable development rights, improvements, approvals, fixtures, easements, rights-of-way, licenses, privileges, tenements and appurtenances belonging or appertaining to the Property, including without limitation of the foregoing, all rights, title and interest of Seller in and to any land lying in the bed of any street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated). The Parties agree that the final parcel lines of the Property to be identified in the instrument of conveyance will be identified and deemed mutually acceptable to the Parties prior to the Closing Date, as this term is defined herein.

2. Survey and Legal Description.

(A) Buyer shall have the Property surveyed at its expense in accordance with the Minimum Technical Standards for Surveys in the State of Florida (Rules 5J-17.050, 5J-17.051, and 5J-17.052, Florida Administrative Code) and Buyer's Procedures for Land Acquisition Survey, which shall include a tract legal description and a metes and bounds legal description of the Property and a certification of the acreage thereof. The survey shall show any and all easements, encroachments or overlaps on the Property, and all matters affecting title shall be set forth in the title commitment obtained pursuant to Section 5 hereof entitled Evidence of Title. The survey shall show the relationship of the Property to adjacent parcels and the location of ingress and egress to the Property. It shall also be accompanied by a Surveyor's certificate in a form reasonably acceptable to Buyer and the title company.

(B) The Surveyor shall be instructed by the Buyer to immediately bring any potential title or survey objections discovered by the Surveyor as field work progresses to the attention of Buyer and Seller.

(C) Buyer shall have fifteen (15) business days from receipt of the survey within which to examine the survey and legal description provided pursuant to this section and to notify Seller if the survey and legal description set forth therein are acceptable, or if the survey shows any violation of the survey instructions or requirements or if the survey shows any encroachments or a violation of the Agreement requirements (hereinafter referred to as "Survey Objections"). Survey Objections shall be treated in the same manner as objections based on title defects in Section 5 hereof entitled Evidence of Title.

(D) The survey and legal description shall be certified to the Buyer, Buyer's counsel, and the title company. The costs of preparation of the survey and legal description required by this Section 2 shall be paid by Buyer.

3. Purchase Price.

(A) The total purchase price of the Property is ONE MILLION TWO HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$1,245,000.00) (the "Purchase Price"), which was set following the completion of two qualifying appraisals representing the current fair market value of the Property, with the purchase price being the midpoint between the two appraised values.

(B) The Purchase Price (or such greater or lesser amount as may be necessary to complete payment of the Purchase Price after credits, adjustments and prorations) shall be paid to Seller at Closing. The net proceeds payable to the Seller shall be disbursed by wire transfer or trust account check (as determined by Seller) in accordance with the written instructions of the Seller to Buyer.

4. Title to be Conveyed. Seller shall execute and deliver to Buyer a general warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable, fee simple title to the Property, free and clear of all liens and encumbrances except for the lien of taxes not yet due and payable, and easements, restrictions and reservations of record acceptable to Buyer (the "Permitted Exceptions"). Such title shall include legal and physical access from a dedicated public road, street or highway, in a location and form that is acceptable to Buyer in its sole discretion, which access is insurable under the title policy called for in Section 5 hereof entitled Evidence of Title.

5. Evidence of Title.

(A) No later than sixty (60) days from the Effective Date of this Agreement, Buyer shall obtain a commitment for an owner's title insurance policy (ALTA Form B) showing good and marketable fee simple title to the Property vested in the Seller, subject only to the Permitted Exceptions and those which shall be discharged by Seller at or before Closing (hereinafter the "Title Commitment"). The Title Commitment shall be in the amount of the Purchase Price of the Property. The Title Commitment shall identify each exception of record ("Title Defect") for the Property to which such matters apply and include copies of all exceptions of record noted therein. The cost of the Title Commitment and related title policy shall be paid by Buyer, and shall be reimbursed by Seller at Closing.

(B) The Buyer shall have fifteen (15) business days from receipt of the Title Commitment within which to examine same and notify the Seller in writing of any Title Defects, specifying such defects. Any written notice of Title Defect shall be deemed delivered at the time it is deposited in the U.S. Mail, postage prepaid, and sent to the Seller at its address listed above. Upon receipt of such notice of Title Defects, the Seller shall have ninety (90) days within which to cure or remove the Title Defects so specified. If upon the expiration of the ninety (90) day period, the Seller has not corrected or cured any such Title Defects, the Buyer shall have the option to: i) terminate this Agreement, ii) waive such defects and proceed to Closing, accepting title as it then is and without setoff or reduction in the Purchase Price, or iii) renegotiate the Purchase Price with the Seller. In the event the Buyer shall elect to terminate this Agreement because of an uncured or incurable Title Defect, the Parties hereto shall thereafter be relieved of all liability hereunder and shall have no further obligations under this Agreement except those which expressly survive such termination.

(C) Upon Closing and upon recording of the deed to Buyer, an owner's title insurance policy (ALTA Form B) in the amount of the Purchase Price for the Property shall be issued pursuant to the Title Commitment and delivered to Buyer showing fee simple title to the Property vested in Buyer, with the fee owner's title insurance premium for such policy to be paid at Closing in accordance with the provisions of Section 9 hereof entitled Closing Costs, Prorations and Adjustments. Upon execution by Seller at Closing of the Affidavits required by the Title Company and completion of the survey called for herein, the "standard exceptions" to the title policy shall be deleted, except for those relating to taxes for the year of Closing.

(D) Seller agrees to use diligent efforts to correct the Title Defects within the time provided therefor, including the bringing of necessary suits. If Seller fails to make a diligent effort to remove the Title Defects, Seller shall be in default of this Agreement.

6. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(A) Seller is the owner in fee simple of all the Property and has full power and authority to enter into and perform this Agreement in accordance with its terms.

(B) Seller has no knowledge of and has not received notice of any of the following with respect to the Property subject to this Agreement: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

(C) There is no pending litigation or dispute involving or concerning the location of the boundaries of the Property.

(D) Seller has not entered into any leases, contracts or other agreements relating to the Property.

(E) Seller represents that there are no mechanics' liens, claims of lien or other claims against the Property and that Seller has no unpaid bills for labor or services performed on, or for materials supplied to the Property, except for those unpaid bills which will be paid prior to the Closing or paid by Seller with funds to be escrowed from the Closing proceeds.

(F) That, to the knowledge of Seller, no member of the Buyer's Board of County Commissioners, no agent or employee of the Buyer, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from, or receive any portion of the payments to be made to the Seller under the provisions of this Agreement.

(G) That at the time of Closing, no person other than the Seller shall be entitled to or be in possession of any portion of the Property.

(H) Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code.

(I) No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(J) To the best of Seller's knowledge, there is no environmental contamination on the Property, in violation of any Environmental Laws (as herein defined), and Seller has not received any notification from any governmental authority regarding any potential environmental contamination of the Property.

(K) Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer have negotiated this Agreement at arms-length and the consideration paid represents fair value for the assets to be transferred.

(L) Seller warrants that the Property is not governed by any covenants or restrictions and is not subject to the governance of a Homeowners Association or maintenance entity. Seller further acknowledges and agrees that Buyer shall independently provide for any stormwater management requirements that may be required for the development of the Property and shall not be subject to any permits or requirements governing Seller's property located adjacent to the Property.

At the time of Closing, Seller will provide Buyer with an affidavit to the effect that the above warranties and representations are true and correct as of the Closing Date and Seller will indemnify and hold Buyer harmless from and against all liability, claims, demands, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees, and attorneys' fees and costs on appeal, including attorneys' fees incurred in determining the right to attorneys' fees and the amount of said attorneys' fees, arising out of or related to the untruthfulness of any of the above warranties and representations.

7. Environmental Audit and Representations.

(A) For the purpose of this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, rules and regulations of the Environmental Protection Agency, rules and regulations of Florida Department of Environmental Protection, and rules and regulations of the St. Johns River Water Management District.

(B) From the Effective Date hereof through the date of Closing, Buyer, through its agents, environmental consultants and employees, will be authorized to enter

upon the Property for the purposes of scientific investigation, installation of monitoring wells, surveying, the taking of soil borings and soil samples, the taking of water samples from those and existing wells, geophysical investigation (i.e., ground penetrating radar, electromagnetic and magnetic) and the testing of tanks, and other appropriate and generally accepted testing methods, including building sampling for asbestos, lead and other potentially hazardous materials; and upon contiguous lands owned by Seller for the purpose of access to the Property; and may conduct an inspection of the improvements on the Property, including the homestead and outlying buildings, to assess whether everything is in working order and to identify any defects or code violations; provided, however, that any such agents, consultants or employees of Buyer shall give reasonable advance notice to Seller and shall be responsible to close and lock any gates through which they pass in the exercise of such right of entry. Any boring holes made by the Buyer shall be properly filled and packed to the surrounding earth level by the Buyer.

(C) The Parties agree that the Buyer may require a Phase I Environmental Site Assessment (“ESA”) of the Property to be completed by Seller to ensure there are no areas of environmental concern that warrant further investigation.

(D) If at any time prior to Closing toxic or hazardous substances or wastes are found on or contaminating the Property, either party may elect to terminate this Agreement and neither party shall have any further obligation under this Agreement.

8. The Closing.

(A) The closing of title for the Property shall take place at the Flagler County Attorney’s Office, 1769 E. Moody Blvd., Suite 303, Bunnell, Florida 32110, telephone (386) 313-4005 (the “Closing”) on or before January 16, 2025, unless extended by mutual agreement of the Buyer and Seller (the “Closing Date”). The agreement to extend the closing date shall be in writing and may consist of a simple correspondence from one party that is acknowledged by the other party.

(B) The Closing Agent for the transaction shall be Coast Title.

(C) Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereinafter “Trash and Debris”) from the Property to the satisfaction of the Buyer prior to the Closing. If the Seller does not remove the Trash and Debris from the Property prior to Closing, Buyer may elect to: (a) deduct the expense necessary to remove Trash and Debris from the Purchase Price in an amount not to exceed five percent (5%) of the Purchase Price, and proceed to Closing; or (b) extend the Closing Date, in order to provide additional time for Seller to remove all Trash and Debris from the Property; or (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement except those which expressly survive such termination.

9. Closing Costs, Prorations and Adjustments. The following items are to be paid at Closing by the party indicated and in the manner set forth:

(A) Real property taxes shall be prorated between Seller and Buyer and escrowed with the County Tax Collector at Closing in accordance with the provisions of Section 196.295, Florida Statutes.

(B) Seller shall pay the cost of the recording fees for recording the general warranty deed and other documents executed at Closing. Seller shall pay the cost of recording any corrective instruments.

(C) The owner's title insurance premium for the title policy described in Section 5 hereof entitled Evidence of Title shall be borne by Seller.

(D) The cost of the survey called for by Section 2 hereof to be obtained by Buyer shall be paid for by Buyer at or before Closing.

(E) The documentary stamps which are required to be affixed to the General Warranty Deed shall be paid by Seller.

10. Broker.

(A) The Seller represents and warrants to the Buyer that it has not engaged the services of a real estate broker with respect to the Property. Seller agrees to hold Buyer harmless from any real estate commission or fees which may be claimed to be due through the Seller or pursuant to the acts of Seller. Seller further covenants and agrees to indemnify Buyer for damages, court costs and attorneys' fees incurred as a result of any such claim.

(B) The obligations of Seller under this Section shall survive the Closing.

11. Documents to be Delivered.

(A) By Seller at Closing. The Seller shall execute, acknowledge and deliver the following documents at the Closing hereunder:

(1) General Warranty Deed, in a form acceptable to Buyer, from Seller conveying the fee simple title to the Property, in proper form for recording which shall be duly executed, acknowledged and witnessed.

(2) An Affidavit executed by Seller, in substantially the form attached hereto as **Exhibit "B"** and by this reference made a part hereof, confirming the Seller's representations as to Environmental Laws.

(3) A Certification of Non-Foreign Status in the form attached hereto as **Exhibit "C"** and by this reference made a part hereto, to determine whether or not Buyer shall be required to withhold ten percent (10%) of the Purchase Price and pay

the withheld amount to the Internal Revenue Service pursuant to Internal Revenue Code Section 1415. Any such amount thus withheld by Buyer shall be deemed to have been paid to Seller in cash at Closing as part of Buyer's obligation to pay the Purchase Price hereunder.

(4) An Affidavit executed by Seller, in substantially the form attached hereto as **Exhibit "D"** and by this reference made a part hereof, confirming the Seller's representations as to mechanic's liens, parties in possession, and other warranties and representations made by Seller under the terms of this Agreement.

(5) An assignment of Development Rights, Permits and Contracts in the form attached hereto as **Exhibit "E"** and incorporated herein by reference.

(6) Such other documentation as may reasonably be required by Buyer, title company or Closing Agent in order to close this transaction in accordance with the terms of this Agreement. Amendments to the documents provided for herein may be approved by the County Administrator, upon review by the County Attorney, as deemed necessary in order to effectuate the intent of the Parties.

(C) By the Buyer at Closing. The Buyer shall execute, acknowledge, and deliver the following documents at the Closing hereunder:

(1) Any documentation as may reasonably be required by Seller or Closing Agent in order to close this transaction in accordance with the terms of this Agreement.

12. Negotiated Price to be Without Prejudice. The Purchase Price specified herein was negotiated by the Parties on the basis of a total price for the Property and shall be without prejudice to any party and inadmissible in any court proceedings which might hereinafter be brought if the Buyer for any reason does not acquire the Property pursuant to the terms herein contained.

13. Survival of Warranties and Agreements. All warranties, representations, covenants, obligations, indemnities and agreements contained herein shall survive the execution and delivery of the general warranty deed and the Closing to be held hereunder.

14. Parties. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

15. Entire Agreement/Amendment. This Agreement constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the Parties hereto or their authorized assignees.

16. Non-Waiver of Buyer's Regulatory Powers. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the Buyer as it now or hereafter exists under applicable laws, rules and regulations.

17. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Buyer of its sovereign immunity under the constitution and laws of the State of Florida; provided, however, that this section shall not be construed as an attempt by the Buyer to negate any partial waiver of sovereign immunity made by the Legislature under the provisions of The Tort Claims Act, Section 768.28, Florida Statutes or any future statute or Act adopted by the Florida Legislature.

18. Time is of the Essence. Time is of the essence with respect to all matters set forth in the Agreement.

19. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

20. Recording of this Agreement. Buyer may record a Memorandum of Agreement in the Public Records of Flagler County, Florida, at its discretion and expense.

21. Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation hereof.

22. Default. If either party defaults under this Agreement, the other party may waive the default and proceed to Closing, or seek specific performance, each without waiving any action for damages, or seek any other remedy permitted by law or in equity.

23. Fixtures and Personal Property. All fixtures on the Property including all structures, buildings, interior and exterior fences and fence posts, corrals, pumps, pump motors and tanks shall become the property of the Buyer at Closing and may, in the Buyer's sole discretion, be removed, relocated or abandoned following Closing; provided, however, the Buyer shall inspect the Property and notify Seller, in writing, of any solid waste, trash, debris, fencing materials and any other physical property or improvements located on the Property which will be required to be removed, and same will be removed from the Property by Seller prior to Closing as provided in this Agreement.

24. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transaction contemplated hereby. The obligations of Seller and Buyer pursuant to this Section shall survive the Closing hereunder.

25. Permits. Seller shall transfer to Buyer all St. Johns Water Management District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, Florida Fish and Wildlife Conservation Commission and any other local, state and federal permits and approvals, if any, required in addition to those referenced in **Exhibit "E"**, attached hereto, for the Property prior to or at the time of Closing.

26. Definitions. As used herein, the term "Business Days" shall mean those days during which the Buyer is open for regular public business.

27. Assignment. This Agreement may be assigned by Buyer to another government entity, in which event Buyer will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Buyer.

28. Severability. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

29. Waiver. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

30. Counterparts. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

31. Addendum. Any addendum attached hereto that is signed by the Parties shall be deemed a part of this Agreement.

32. Notice. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, certified mail, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement. A copy of any notice given to Seller shall also be given to the following representatives of the Buyer: County Administrator Heidi Petito at 1769 E. Moody Blvd., Building 2, Suite 301, Bunnell, Florida 32110, and also to County Attorney Al Hadeed at 1769 E. Moody Blvd., Building 2, Suite 303, Bunnell, Florida 32110.

33. Effective Date. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the Seller or the Buyer has executed the same, and that date shall be inserted at the top of the first page hereof.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written.

SELLER:

Witness
Print Name: _____
Address: _____

By: _____
Marjorie D. McCraney (also known as
Marjorie A. McCraney and Margie D.
McCraney)

Witness
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

BUYER:

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Court
and Comptroller

APPROVED AS TO FORM:



Sarah E. Spector, Assistant County Attorney

EXHIBIT "A"

IDENTIFICATION AND DEPICTION OF THE PROPERTY

The property depicted below has been assigned the following Flagler County Property Appraiser Parcel Numbers:

1	25-12-28-5600-000C0-0011 (5.00+/- acres)
2	25-12-28-5600-000D0-0010 (1.57+/- acres)
3	25-12-28-5600-000D0-0080 (0.78+/- acres)
4	25-12-28-5600-000D0-0100 (0.49+/- acres)
5	25-12-28-5600-000D0-0120 (0.25+/- acres)
6	25-12-28-5600-000E0-0000 (3.45+/- acres)
7	25-12-28-5600-000F0-0000 (9.41+/- acres)
8	25-12-28-5600-000H0-0000 (6.54+/- acres)



Note: The parcel numbers provided herein are as of November 21, 2024. If a complete and accurate legal description is obtained prior to contract execution, said legal description will be substituted for the parcel numbers.

EXHIBIT "B"

ENVIRONMENTAL AFFIDAVIT

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, personally appeared Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney) ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the following described real property located in Flagler County, Florida, to-wit:

See **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter "the Property").

2. For the purpose of this Affidavit, the term "Environmental Laws" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, rules and regulations of the Environmental Protection Agency, rules and regulations of the Florida Department of Environmental Protection, and rules and regulations of the St. Johns River Water Management District, now or at any time hereafter in effect.

3. As of and subsequent to the date hereof, Affiant warrants and represents to **FLAGLER COUNTY**, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building #2, Bunnell, Florida, 32110 ("County"), its successors and assigns that:

(i) There are not now, nor to Affiant's knowledge have there ever been, any tanks, including associated piping, on, under or at the Property which have leaked and that all tanks and associated piping presently on, under or at the Property are in sound condition.

(ii) To the best of Affiant's knowledge, no person or entity has ever caused or permitted materials to be disposed of on, under or at the Property, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws.

(iii) There is no violation of Environmental Laws on the Property which may directly or indirectly affect the Property.

(iv) To the best of Affiant's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action, or other response, under Environmental Laws on the part of the Affiant or a subsequent owner of all or any portion of the Property, or which would subject Affiant or a subsequent owner of all or any portion of the Property to penalties, damages or injunctive relief.

(v) Affiant is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Affiant has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Laws.

(vi) No hazardous material, pollutant or contaminant has been released or discharged onto the Property or into any water body on the Property.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
Marjorie D. McCraney (also known as
Marjorie A. McCraney and Margie D.
McCraney)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

EXHIBIT "C"

CERTIFICATION OF NON-FOREIGN STATUS

DEFICIT REDUCTION ACT OF 1984
(U.S. Public Law 98-369; 26 USCA 1445)
Withholding Tax on Disposition of U.S. Real Property by Aliens

MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney) (hereinafter "Transferor"), and **FLAGLER COUNTY, a political subdivision of the State of Florida** (hereinafter "Transferee"), certify as follows:

A. That Transferor is transferring and Transferee is acquiring an interest in and to a certain parcel of land more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Transferor and Transferee acknowledge that:

1. They are aware of the provisions of the Deficit Reduction Act of 1984, and the Internal Revenue Service Regulations implementing said Act (hereinafter "the Act") referring to the withholding tax on the disposition of United States real property interests by foreign persons and foreign corporations.

2. Transferor is either exempt from the Act or this transaction is not subject to the provisions of the Act for one of the following reason: Transferor is not a foreign person or corporation.

3. Transferor is aware that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

4. Transferor's address is:
Post Office Box 313, Bunnell, Florida 32110

5. Transferor has been advised by Transferee that Transferee must retain this certificate until the end of the fifth (5th) year following the taxable year in which the transfer takes place.

C. Transferor and Transferee give this Certificate for the purpose of closing the transaction between Transferor and Transferee without requiring the Transferee to withhold ten percent (10%) of the sales proceeds in accordance with the Act.

IN CONSIDERATION THEREOF, the Transferor and Transferee covenant and agree as follows:

1. That they will not hold Agent liable for any loss or damage that Transferor or Transferee shall sustain arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the Act.

2. That, to the extent permitted by law, they will hold harmless and indemnify the Agent for any loss or damage arising from the failure of the Transferee to withhold ten percent (10%) of the sale proceeds in accordance with the provisions of the Act.

UNDER PENALTIES OF PERJURY, Transferor and Transferee declare that they have examined this Certification and, to the best of their knowledge and belief, it is true, correct and complete, and Transferor and Transferee further declare that they have authority to sign this document on behalf of Transferor and Transferee, respectively.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Transferor and Transferee have executed this certificate this _____ day of _____, 20__.

TRANSFEROR

By: _____
Marjorie D. McCraney (also known as
Marjorie A. McCraney and Margie D.
McCraney)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

TRANSFEEE
FLAGLER COUNTY

Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court
and Comptroller

APPROVED AS TO FORM:

Sarah E. Spector, Assistant County Attorney

EXHIBIT "D"
OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF FLAGLER

BEFORE ME, personally appeared Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney) ("Affiant") who, being by me first duly sworn, deposes and states:

1. That Affiant is the owner of the fee simple interest in the following described real property located in Flagler County, Florida, to-wit:

See **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter the "Property").

2. That said Property is free and clear of all mortgages, liens and encumbrances whatsoever, except for _____.

3. That there are no Mechanic's Liens under Chapter 713, Florida Statutes, filed against the said Property; that there have been no repairs, improvements or other work done to or labor, materials or services bestowed upon said Property or any portion thereof, for which any or all of the cost of the same remains unpaid; that no person, firm or corporation is entitled to a lien under Chapter 713, Florida Statutes.

4. That Affiant is in exclusive possession of said Property and no person, firm or corporation has any interest, claim of possession or contract right with respect to said Property which is not a matter of record in the Public Records of Flagler County, Florida, and there are no facts known to Affiant which could give rise to a claim being asserted against said Property.

5. That there are no actions or proceedings now pending in any state or federal court to which Affiant is a party including, but not limited to, proceedings in bankruptcy, receivership, or insolvency.

6. That title to said Property is held by Affiant and that a portion of said Property is the homestead of Affiant.

7. That there are no unsatisfied judgments nor any federal, state or county tax deficiencies which are a lien against said Property and no taxes, liens, or assessments which are due or about to become due which have attached or could attach to said Property.

8. That Affiant is not aware of and has not received any notice with respect to said Property: (i) of violation of any city, county, state or federal law, ordinance, regulation or code, or (ii) of existence of dangerous or illegal conditions requiring corrective action.

9. That the improvements located on the Property are in good working order and Affiant is not aware of any deficiency in the structures, roofing, mechanical features, electrical systems, plumbing, and water and wastewater systems, ordinary wear and tear excepted.

10. That there is no pending litigation or dispute involving or concerning the location of the boundaries of said Property.

11. That no member of the Flagler County Board of County Commissioners (the "County"), no agent or employee of the County, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from or receive any portion of the payments to be made to Affiant under the provisions of the Agreement for the purchase of said Property.

12. That Affiant has agreed and hereby agrees to indemnify and hold harmless Flagler County from and against all liability, claims, demands, damages, fines, penalties, expenses, suits, proceedings, actions and costs of action, including reasonable attorneys' fees and costs on appeal and attorneys' fees incurred in determining the right to attorneys' fees and the amount of said attorneys' fees, arising out of or related to the untruthfulness or incorrectness of any of the representations set forth in this Affidavit.

13. Affiant recognizes that Coastal Title (the "Title Company") and Flagler County will rely on the statements in this Affidavit and Affiant is making this Affidavit for the further purpose of inducing the Title Company to issue its policy or policies of title insurance in connection with the conveyance of said Property and for Flagler County to close the transaction.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

By: _____
Marjorie D. McCraney (also known as
Marjorie A. McCraney and Margie D.
McCraney)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

EXHIBIT “E”

Assignment of Development Rights, Permits and Contracts

THIS ASSIGNMENT OF DEVELOPMENT RIGHTS, PERMITS AND CONTRACTS (the “Assignment”) is executed as of this ____ day of _____, 20__ (the “Effective Date”), by and between **MARJORIE D. MCCRANEY (also known as Marjorie A. McCraney and Margie D. McCraney)**, whose address is Post Office Box 313, Bunnell, Florida 32110 (“Assignor”), and Flagler County, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building #2, Suite 301, Bunnell, Florida 32110 (“Assignee”).

Background Facts

Pursuant to that certain Agreement for Purchase and Sale by and between Assignor and Assignee dated _____, 20__, Assignor agreed to convey to Assignee all of its development rights, permits and contracts for that certain real property located in Flagler County, Florida and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “Property”). Assignor desires to assign any and all development rights, permits and contracts related to the Property to the Assignee.

Agreement

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Background Facts.** The Background Facts set forth above are true and correct and are incorporated herein by this reference.
2. **Assignment.** Assignor hereby assigns to Assignee, to the extent they exist, the following development rights, permits and contracts:
 - a. Any and all ordinances related to zoning and development of the Property.
 - b. Any and all construction plans, engineering plans and preliminary plats for the Property.
 - c. Any and all development orders (as defined in Chapter 380, Florida Statutes) and development agreements for the Property.
 - d. Any and all rights and entitlements generated by St. Johns River Water Management District environmental resource and consumptive use permits for the Property.

- e. Any and all rights and entitlements generated by Florida Department of Environmental Protection permits for the Property.
- f. Any and all rights and entitlements generated by U.S. Army Corps of Engineers permits for the Property.
- g. Any and all other local, state and federal permits and approvals related to the Property.
- h. Any and all environmental site assessment reports for the Property.
- i. Any and all mitigation, impact fee and other credits obtained by Assignor for development of the Property through agreement or contract, whether or not the same run with the land.
- j. Any other permits or approval related to the ownership and use of the Property.

The above documents shall be referred to herein collectively as the “Approvals”.

3. **Binding**. This Agreement shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Approvals shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Assignment, Assignor shall have no further rights or obligations with respect to the Approvals related to the Property.

4. **Assurances**. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Approvals assigned herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment in a manner so as to be binding as of the day and year first above written.

ASSIGNOR:

Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Marjorie D. McCraney (also known as Marjorie A. McCraney and Margie D. McCraney). Such person(s) (Notary Public must check applicable box):

[_____]
[_____]

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

(NOTARY PUBLIC SEAL)

Notary Public
Commission No.: _____
My Commission Expires: _____

ASSIGNEE:

FLAGLER COUNTY

Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court and
Comptroller

APPROVED AS TO FORM:

Sarah E. Spector, Assistant County Attorney

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	01	10955	10/22/2024	005	BUA MCCRANBTR	1	1			
1	11960015	561000		ESL2008Ref/Non-Grant	Land		.00	1,245,000.00	1,245,000.00	
	1119-161-6001-537600-530-53-000-000-561000-						10/22/2024			
2	11950000	598020		ESL2008Ref/Reserves	Reserve - Future Use		10,709,659.00	-1,245,000.00	9,464,659.00	
	1119-150-5000-000000-590-00-000-000-598020-						10/22/2024			
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

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					
2025	1	10955											
BUA	1119-161-6001-537600-530-53-000-000-561000-							Land		5		1,245,000.00	
	10/22/2024	MCCRANBTR	005							T			
BUA	1119-150-5000-000000-590-00-000-000-598020-							Reserve - Future Use		5			1,245,000.00
	10/22/2024	MCCRANBTR	005							T			
JOURNAL 2025/01/10955										TOTAL		.00	.00

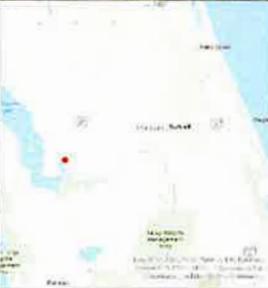
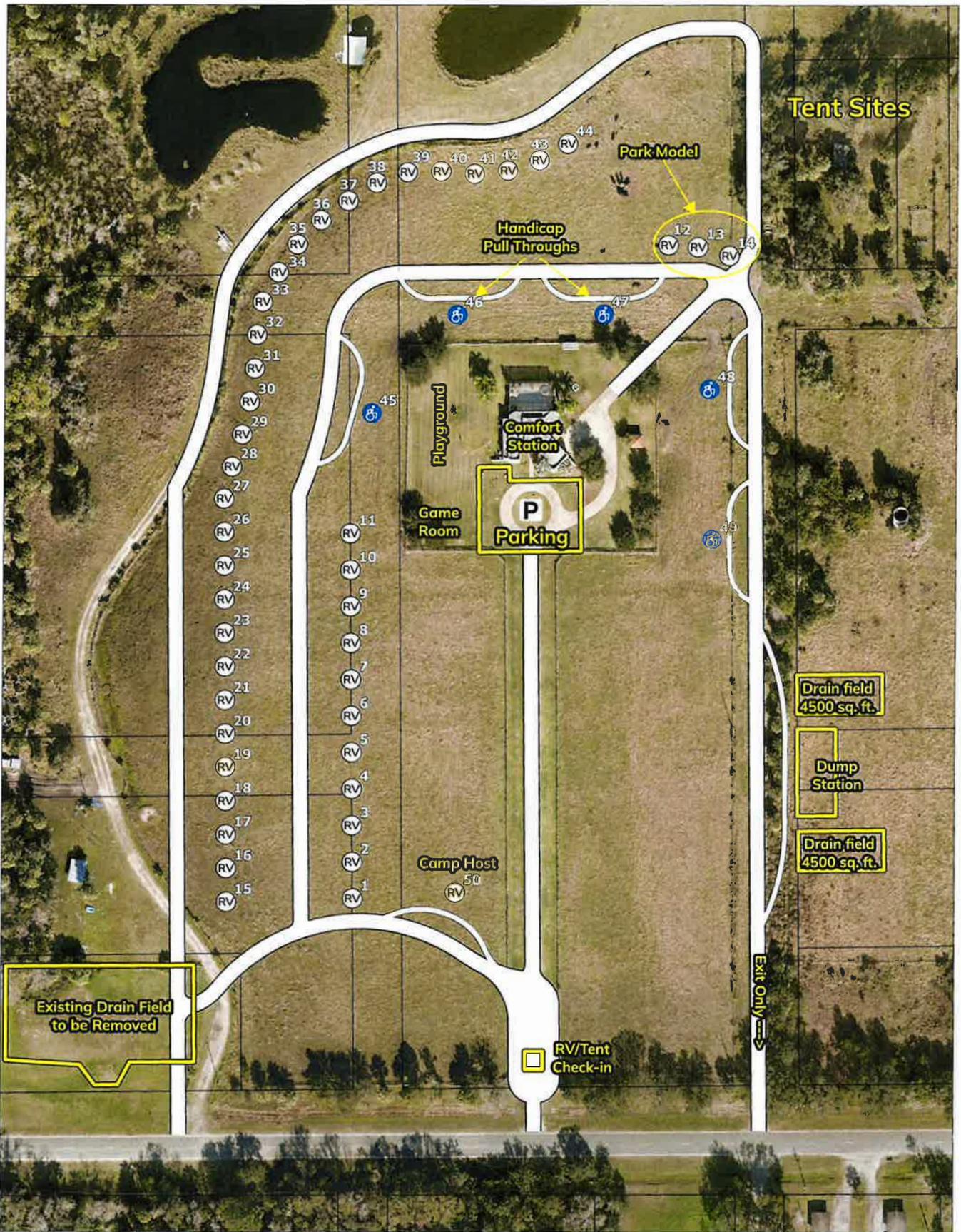
BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: MCatalano

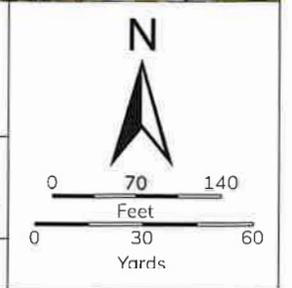
PA JOURNAL SOURCE	PROJECT STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****		10/22/2024	2025/01/10955						
PAB	BD25TRK001-CAP/LOCAL	-CIMP/1119	-561000	005			T MCCRANBTR	5	1,245,000.00
							BD25TRK001 TOTAL:		1,245,000.00
** END OF REPORT - Generated by Michael Catalano **									



Bull Creek Campground Proposed Expansion

<ul style="list-style-type: none"> Campground Assets Road Pull Through P General Parking 	<ul style="list-style-type: none"> Camper Lot Handicap Accessible Camper Lot Current Parcels 	<p>Date created: 11/13/2024 Aerial imagery date: 12/2022</p>
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All data on this map is preliminary.
Created by Flagler County BOCC GIS



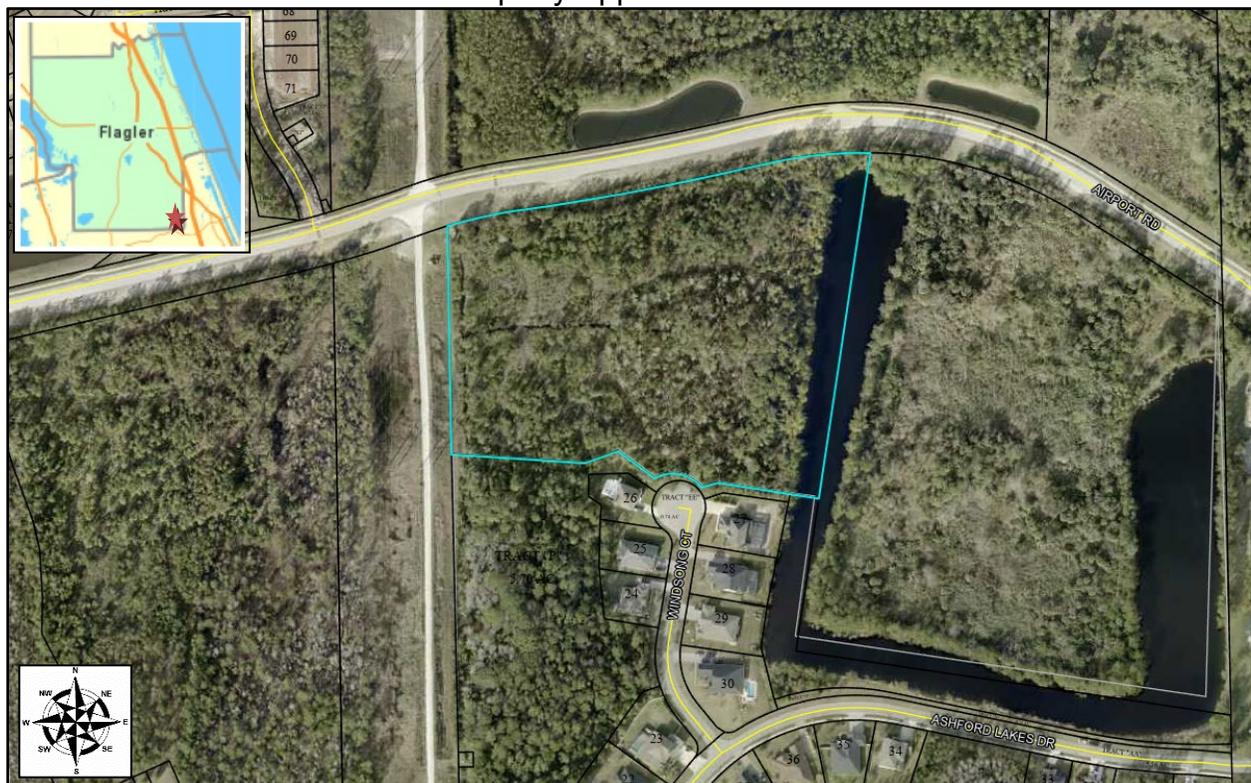
**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS/AGENDA ITEM #8c**

SUBJECT: QUASI-JUDICIAL – Request for Approval of a Final Plat for Hunter’s Ridge Storage; Parcel Number: 22-14-31-0000-01010-0110; 10.44+/- acres. Owner: Hunters Ridge Airport Road LLC; Agent: ARCO/Murray. (Application No. 3311/Project No. PLAT-000742-2022).

DATE OF MEETING: December 2, 2024

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The subject parcel lies South of Airport Road, East of the FPL powerlines within the Hunter’s Ridge Development or Regional Impact (DRI):

Property Appraiser Aerial



The agent submitted a final plat application and supporting documents dated April 26, 2022. Through the submittal, the applicant is seeking approval of a final plat consisting of a single tract – Tract A – to be known as the Hunter’s Ridge Storage subdivision.

This final plat submittal is provided to satisfy the general platting requirements of the Land Development Code (LDC) as listed in LDC Sec. 3.04.04.D. and LDC Sec. 4.03.00., including the specific platting requirement in Section 3.H. of the Hunter’s Ridge Storage at Hunter’s Ridge PUD adopted through Ordinance No. 2022-07 as approved by the Board of County Commissioners on May 16, 2022, and recorded on June 24, 2022 at

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

Official Records Book 2700, Page 470, Public Records of Flagler County, Florida. Section 3.H. states:

“The Hunter’s Ridge Storage at Hunter’s Ridge PUD will require final plat approval prior to the certificate of occupancy of the building. All infrastructure necessary to support the development shall be constructed within the development or sufficient surety provided in the form of a performance bond or other instrument as approved by the County Attorney as a condition of this PUD approval. Adequate emergency vehicle access and turn-arounds shall be provided at all times.”

There is no infrastructure within the plat that would be maintained by an entity other than the owner. An Acceptance of Reservations is included on the plat’s cover page for the Hunter’s Ridge Homeowners Association of East Florida, Inc.; however, with the exception of the Declaration of Grant of Easement Agreement for Stormwater and Utilities recorded on May 24, 2022 at Official Records Book 2690, Page 163, Public Records of Flagler County, Florida, there is no other specific mention of the Homeowners Association.

BCC review authority: LDC Section 4.05.03. requires that no plat may be recorded unless and until the plat has been approved by the Board of County Commissioners.

As required by LDC Section 4.05.03.C.3.b. and Sec. 197.192, Florida Statutes, all current and previous taxes must be paid prior to recording. While the owner had paid the 2023 Property Taxes, the 2024 Property Taxes are now due. The 2024 Property Taxes will need to be paid prior to recording the final plat.

This agenda item is:

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

Public Notice: Public notice has been provided in accordance with Section 2.07.00 of the LDC.

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1 – Provide Quality Fundamental Infrastructure and Assets
 - Objective GI 1.1: Ensure public safety through continuous planning for future needs and adequate evacuation capacity.

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

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

OPTIONS FOR THE BOARD: The Board finds that the final plat for Hunter's Ridge Storage is consistent with the Comprehensive Plan, the Land Development Code, the Hunter's Ridge DRI Development Order, and the Hunter's Ridge Storage PUD Development Agreement and PUD Site Development Plan, and:

Approves Application No. 3311, the final plat for Hunter's Ridge Storage, subject to the final plat not being recorded until the payment in full of the 2024 Property Taxes.

Denies Application No. 3311, the final plat for Hunter's Ridge Storage.

Continues Application No. 3311, the final plat for Hunter's Ridge Storage.

ATTACHMENTS:

1. Technical Staff Report (TSR)
2. [Link to: Final Plat \(oversized\)](#)
3. Application and supporting documents
4. Title opinion letter dated November 12, 2024
5. Proof of 2023 Taxes Paid
6. Reviewing Surveyor's Letter dated November 19, 2024

**APPLICATION NO. 3311
FINAL PLAT FOR
HUNTER'S RIDGE STORAGE SUBDIVISION
TECHNICAL STAFF REPORT**

Chapter 177, Florida Statutes, includes statewide platting requirements, while LDC Section 4.05.02 provides for minimum plat submittal requirements. The Comprehensive Plan does not specifically address platting requirements, but does include provisions related to concurrency and public facilities.

Plat Specific Review

The plat consists of one tract, Tract A. This plat satisfies the platting requirement listed in the approved Hunter's Ridge Storage PUD Development Agreement.

An acceptance of reservations is included to the Hunter's Ridge Homeowners Association of East Florida, Inc.

The specific reservations and dedications from the face of the final plat are as follows:

Reservations and Dedications

Tract	Entity	Purpose
Tract A	Hunters Ridge Airport Road, LLC	Private ingress, egress, stormwater management, drainage, conservation and other purposes

Additionally, the following easements are specifically listed on the plat:

Easements

Tract	Entity	Purpose
Within Tract A	Florida Power & Light	10 foot utility easement along front (North) parcel line (as per Map Book 37, Page 39, PRFCF)
Within Tract B	City of Ormond Beach	30 foot by 30 foot Well Site 36 and 5 foot utility easement (as per Official Records Book 333, Page 65, and Map Book 37, Page 39, PRFCF)
Drainage Easement	Hunter's Ridge Homeowners Association of East Florida, Inc.	Drainage purposes

**APPLICATION NO. 3311
FINAL PLAT FOR
HUNTER'S RIDGE STORAGE SUBDIVISION
TECHNICAL STAFF REPORT**

Public Services and Utilities

Water and sewer service are provided by the City of Ormond Beach. Electric is provided by Florida Power and Light.

Vehicular and Pedestrian Access

Access is from Airport Road.



APPLICATION FOR FINAL PLAT

FLAGLER COUNTY, FLORIDA
 1769 E. Moody Blvd, Bldg 2, Suite 105
 Bunnell, FL 32110
 Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project #: 3311 / PLAT-000742-2022

PROPERTY OWNER(S)	Name(s):	US Capital Alliance, LLC		
	Mailing Address:	880 Airport Rd., Ste 113		
	City: Ormond Beach	State: FL	Zip: 32174	
	Email: gfishman@assetrestructuring.com	Telephone # (732) 850-8318	Fax #	()

APPLICANT/AGENT	Name(s):	ARCO / Murray		
	Mailing Address:	4849 Greenville Ave, Ste. 1460		
	City: Dallas	State: TX	Zip: 75206	
	Email: merceg@arcomurray.com	Telephone # (469) 271-6978	Fax #	()

SUBJECT PROPERTY	SITE LOCATION (street address):	2730 AIRPORT RD, ORMOND BEACH, FL 32174	
	LEGAL DESCRIPTION: (briefly describe, do not use "see attached")		
	Parcel # (tax ID #):	22-14-31-0000-01010-0110	
	Parcel Size:	10.44 Acres	
	Number of Miles of New Road(s):	0	
	Current Zoning Classification:	PUD	
	Current Future Land Use Designation:	MIXED USE: LOW INTENSITY	
	Subject to A1A Scenic Corridor IDO?	YES	NO <input checked="" type="checkbox"/>

PURPOSE OF SUBMISSION / PROJECT DATA: Total Site Area is 10.44 Acres. Construction will consist of 105,000 SF

Three-story Self Storage with paved parking, domestic water, fire main and sanitary sewer services, with one wet detention pond.


 Signature of Owner(s) or Applicant/Agent
 if Owner Authorization form attached

2022-04-26
 Date

****OFFICIAL USE ONLY****

BOARD OF COUNTY COMMISSIONERS ACTION:

APPROVED []
 *APPROVED WITH CONDITIONS []
 DENIED []

Signature of Chairman: _____

Date: _____ *approved with conditions, see attached.

AUTHORIZATION OF OWNER

I/We Glen Fishman of US Capital Alliance LLC,

hereby authorize ARCO / Murray to act on my behalf with regard to

obtaining APPLICATION FOR SITE DEVELOPMENT PLAN regarding Storage Site @ Hunter's Ridge
Name of Project


OWNER'S SIGNATURE

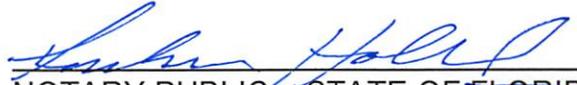
OWNER'S SIGNATURE

STATE OF ~~FLORIDA~~ SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 22 day of February,
2022, by Glen Fishman, who is personally known to me or ~~has~~
produced _____.

My Commission expires:




NOTARY PUBLIC - STATE OF FLORIDA SOUTH CAROLINA

Anneliese Holland
NAME OF NOTARY - TYPED OR PRINTED

COMMISSION # N/A



April 27, 2022

Adam Mengel & Gina Lemon
Flagler County Planning & Zoning Department
1769 E. Moody Boulevard, Building 2
Bunnell, FL 3211

RE: Application For Final Plat
Hunter's Ridge Storage Site

Dear Adam & Gina,

We would like to submit the following Application for Final Plat and supporting documents. This Plat consists of the construction of one three-story, 12,214 SF storage building with paved parking, domestic water, fire main, sanitary sewer services, and one wet detention pond. No public improvements are proposed, and access and utilities are available from Airport Rd. This package contains the following material for your review and acceptance:

- Ten (10) Cover Letters (This letter)
- Ten (10) Applications for Final Plat
- Six (6) Plat Survey Sets (24 x 36)
- Six (6) Boundary Survey Sets (24 x 36)
- Ten (10) Authorizations of Property Owner
- Ten (10) Title Opinions
- Ten (10) Property Tax Payment Receipts
- Ten (10) Warranty Deeds
- Ten (10) Contracts for Purchase and Sale of Real Property
- One (1) CD with the above files in PDF format
- One (1) Check #009189 in the amount of \$1,622.00 for the Application Fee

Should you have any questions or require additional information, please advise.

Sincerely,
The Alann Engineering Group, Inc.

Kimberly A. Buck, P.E.
President

cc: file

WARRANTY DEED

This Warranty Deed, dated this 11 day of March A.D., 2016, by between HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC., a Florida corporation (hereafter referred to as "Grantor"), whose address is 1 Beagle's Rest, Ormond Beach, Volusia County, Florida 32174, to US CAPITAL ALLIANCE, LLC, a Florida limited liability company, whose address is 880 Airport Road, Suite 113, Ormond Beach, Florida 32174, (hereafter referred to as "Grantee").

WITNESSETH, That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt whereof by Grantors have hereby acknowledged, remised, released and quit-claimed unto the Grantee and Grantee's heirs, legal representatives, successors and assigns forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the **COUNTY OF VOLUSIA AND COUNTY OF FLAGLER, STATE OF FLORIDA**, to wit:

SEE ATTACHED EXHIBIT "A"

Subject to covenants, conditions, restrictions, reservations, limitations, liens, delinquent taxes and assessment, easements and agreements of record, if any as shown on Exhibit "B"; taxes and assessments for the year 2015 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And to the Grantor hereby covenants with said Grantee that except as above noted, that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in presence of:

WITNESSES:

HUNTER'S RIDGE RESIDENTIAL
GOLF PROPERTIES, INC.,
a Florida corporation

Annie Padayao
Print Name: Annie Padayao

By: [Signature]
Allan Feker, President

James E. Eternach
Print Name: James E. Eternach

RECORDED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

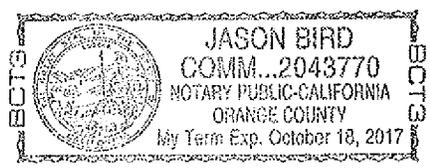
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 7th, 2016 before me, Jason Bird, Notary Public,
personally appeared Allan Feker,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by
his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Signature *Jason Bird*



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of pages 3 Document Date 3/7/16

none
(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSSStoreLocal.com/0120

EXHIBIT "A"

[LEGAL DESCRIPTION]

TRACT 1 (FLAGLER COUNTY):

CONSERVATION AREA LEGAL DESCRIPTION:

ALL OF SECTION 17 AND SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, AND PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING $S01^{\circ}23'37''E$ ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4072.41'; THENCE $S88^{\circ}09'57''W$ DEPARTING SAID SECTION LINE A DISTANCE OF 5304.19' TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 15; THENCE DEPARTING SAID INTERSECTION $S88^{\circ}11'54''W$ A DISTANCE OF 2619.76' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE $S01^{\circ}41'45''E$ A DISTANCE OF 2304.78'; THENCE $S43^{\circ}13'25''E$ A DISTANCE OF 749.86'; THENCE $S40^{\circ}56'30''E$ A DISTANCE OF 898.99'; THENCE $S33^{\circ}37'40''E$ A DISTANCE OF 508.06'; THENCE $S64^{\circ}21'36''E$ A DISTANCE OF 226.21'; THENCE $S01^{\circ}13'55''W$ A DISTANCE OF 234.10'; THENCE $S33^{\circ}53'03''E$ A DISTANCE OF 538.61' TO A CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID CURVE IN THE NORTH RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF $D=007^{\circ}45'44''$, A RADIUS OF $R=2800.00'$, AN ARC LENGTH OF $L=379.34'$, A CHORD BEARING OF $CB=S48^{\circ}41'25''W$, AND A CHORD DISTANCE OF $CH=379.05'$ TO A POINT OF TANGENCY IN SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY $S44^{\circ}48'33''W$ A DISTANCE OF 249.66'; THENCE DEPARTING THE RIGHT-OF-WAY OF AIRPORT ROAD $N14^{\circ}10'38''W$ A DISTANCE OF 51.47'; THENCE $N53^{\circ}38'41''W$ A DISTANCE OF 894.33'; THENCE $S51^{\circ}35'29''W$ A DISTANCE OF 974.13' TO A CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF $D=018^{\circ}32'46''$, A RADIUS OF $R=812.00'$, AN ARC LENGTH OF $L=262.84'$, A CHORD BEARING OF $CB=S62^{\circ}51'10''W$, AND A CHORD DISTANCE OF $CH=261.69'$ TO A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY; THENCE ALONG SAID CURVE HAVING A DELTA OF $D=042^{\circ}18'27''$, A RADIUS OF $R=917.00'$, AN ARC LENGTH OF $L=677.12'$, A CHORD BEARING OF $CB=S50^{\circ}58'19''W$, AND A CHORD DISTANCE OF $CH=661.84'$ TO A POINT OF TANGENCY; THENCE $S29^{\circ}49'06''W$ A DISTANCE OF 645.54'; THENCE $S24^{\circ}21'45''W$ A DISTANCE OF 276.51' TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE $S88^{\circ}05'26''W$ ALONG THE SOUTH LINE OF SAID SECTION 21 A DISTANCE OF 1335.50' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE DEPARTING THE SOUTH LINE OF SECTION 21, $S87^{\circ}39'57''W$ ALONG THE SOUTH LINE OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2665.28' TO THE SOUTH QUARTER CORNER OF SAID SECTION 20; THENCE CONTINUE ALONG THE SOUTH LINE OF SECTION 20, $S87^{\circ}39'38''W$ A DISTANCE OF 2664.85' TO THE SOUTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE SOUTH LINE OF SECTION 20 $N01^{\circ}23'49''W$ ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 5321.15' TO THE NORTHWEST CORNER OF SECTION 20; THENCE DEPARTING THE WEST LINE OF SECTION 20 $N01^{\circ}04'12''W$ ALONG THE WEST LINE OF SECTION 17, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 5287.15' TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE DEPARTING THE WEST LINE OF SECTION 17 $N88^{\circ}06'34''E$ ALONG THE NORTH LINE OF SECTION 17 A DISTANCE OF 5312.21' TO THE NORTHEAST CORNER OF SECTION 17; THENCE DEPARTING THE NORTH LINE OF SECTION 17 $N88^{\circ}11'54''E$ ALONG THE NORTH LINE OF SECTION 16, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 2647.92' TO THE NORTH QUARTER CORNER OF SAID

SECTION 16; THENCE DEPARTING THE NORTH LINE OF SECTION 16 S01°41'45"E A DISTANCE OF 4072.26' TO THE POINT OF BEGINNING OF THIS DESCRIPTION. LESS AND EXCEPT THE SOUTH 695 FEET OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

TRACT 2 (FLAGLER COUNTY)

LEGAL DESCRIPTION: VILLAGE CENTER PARCEL AS CREATED BY SURVEYOR:
 A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
 AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH 01°17'59" WEST ALONG THE EASTERLY LINE OF AFORESAID SECTION 21 A DISTANCE OF 3781.04 FEET; THENCE NORTH 59° 56' 22" EAST, A DISTANCE OF 897.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 02' 41" WEST, A DISTANCE OF 995.07 FEET TO THE SOUTHERLY RIGHT OF WAY OF A 60 FOOT PROPOSED RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2970.00 FEET AND A CENTRAL ANGLE OF 01° 38' 32"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 85.12 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 88° 10' 26" EAST, A DISTANCE OF 85.12 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG THE SAID SOUTHERLY RIGHT OF WAY, NORTH 88° 59' 42" EAST, A DISTANCE OF 384.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2970.00 FEET AND A CENTRAL ANGLE OF 00° 23' 56"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 20.68 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 89° 11' 40" EAST, A DISTANCE OF 20.68 FEET TO THE END OF SAID CURVE; THENCE NORTH 89° 23' 38" EAST, A DISTANCE OF 345.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 91° 16' 44"; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 79.66 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 44° 58' 00" EAST, A DISTANCE OF 71.50 FEET TO THE END OF SAID CURVE AND TO THE WESTERLY RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD AN 80 FOOT PROPOSED RIGHT OF WAY; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE SOUTH 00° 40' 23" WEST, A DISTANCE OF 116.48 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 46° 32' 03"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 357.36 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 22° 35' 39" EAST, A DISTANCE OF 347.61 FEET TO THE END OF SAID CURVE; THENCE SOUTH 45° 51' 40" EAST, A DISTANCE OF 102.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 860.00 FEET AND A CENTRAL ANGLE OF 19° 32' 08"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 293.22 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 36° 05' 36" EAST, A DISTANCE OF 291.81 FEET TO THE END OF SAID CURVE; THENCE SOUTH 76° 38' 04" WEST, A DISTANCE OF 141.62 FEET; THENCE SOUTH 11° 49' 22" EAST, A DISTANCE OF 119.51 FEET; THENCE SOUTH 55° 30' 15" EAST, A DISTANCE OF 247.69 FEET; THENCE SOUTH 13° 04' 11" EAST, A DISTANCE OF 472.22 FEET AND ALONG A PORTION OF THE WESTERLY RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD A 80 FOOT RIGHT OF WAY PER RECORD TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 71° 02' 04"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 30.99 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 22° 26' 51" WEST, A DISTANCE OF 29.05 FEET TO THE END

OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF $49^{\circ} 02' 49''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 149.81 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $33^{\circ} 26' 28''$ WEST, A DISTANCE OF 145.27 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $67^{\circ} 20' 02''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 29.38 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $42^{\circ} 35' 04''$ WEST, A DISTANCE OF 27.72 FEET TO THE END OF SAID CURVE AND TO THE NORTHERLY RIGHT OF WAY OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY OF RECORD AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1700.00 FEET AND A CENTRAL ANGLE OF $21^{\circ} 05' 51''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 625.98 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $65^{\circ} 42' 21''$ WEST, A DISTANCE OF 622.45 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY OF AIRPORT ROAD SOUTH $55^{\circ} 09' 25''$ WEST, A DISTANCE OF 108.81 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH $19^{\circ} 50' 37''$ WEST, A DISTANCE OF 1017.44 FEET; THENCE NORTH $78^{\circ} 54' 37''$ WEST, A DISTANCE OF 356.16 FEET TO THE POINT OF BEGINNING.

AND

LEGAL DESCRIPTION: SUBDIVISION "A" PHASE-1 PARCEL AS CREATED BY SURVEYOR:

A PORTION OF SECTION 21 & 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
 AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH $01^{\circ} 17' 59''$ WEST ALONG THE EASTERLY LINE OF AFORESAID SECTION 21 A DISTANCE OF 3781.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH $59^{\circ} 56' 22''$ WEST, A DISTANCE OF 144.30 FEET; THENCE SOUTH $56^{\circ} 39' 07''$ WEST, A DISTANCE OF 363.40 FEET; THENCE NORTH $16^{\circ} 07' 37''$ WEST, A DISTANCE OF 1010.85 FEET TO THE SOUTHERLY LINE OF A 60 FOOT PROPOSED RIGHT OF WAY AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF $28^{\circ} 21' 10''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 197.94 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $64^{\circ} 34' 56''$ EAST, A DISTANCE OF 195.93 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY NORTH $50^{\circ} 24' 21''$ EAST, A DISTANCE OF 737.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 670.00 FEET AND A CENTRAL ANGLE OF $30^{\circ} 49' 26''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 360.44 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $65^{\circ} 49' 04''$ EAST, A DISTANCE OF 356.11 FEET TO THE END OF SAID CURVE; THENCE NORTH $81^{\circ} 13' 47''$ EAST, A DISTANCE OF 42.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF $149^{\circ} 52' 19''$; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY SOUTHERLY, EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 340.05 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $82^{\circ} 57' 05''$ EAST, A DISTANCE OF 251.07 FEET TO THE END OF SAID CURVE AND TO THE SOUTHERLY LINE OF SAID 60 FOOT PROPOSED RIGHT OF WAY AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2970.00 FEET AND A CENTRAL ANGLE OF $02^{\circ} 23' 56''$; THENCE EASTERLY ALONG THE ARC

OF SAID CURVE TO THE RIGHT, A DISTANCE OF 124.35 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 86° 09' 12" EAST, A DISTANCE OF 124.34 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY SOUTH 00° 02' 41" EAST, A DISTANCE OF 995.07 FEET; THENCE SOUTH 59° 56' 22" WEST, A DISTANCE OF 897.73 FEET TO THE POINT OF BEGINNING.

AND

LEGAL DESCRIPTION: SUBDIVISION "A" PHASE-2 PARCEL AS CREATED BY SURVEYOR:

A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
 AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH 01° 17' 59" WEST ALONG THE EASTERLY LINE OF AFORESAID SECTION 21 A DISTANCE OF 3781.04 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH 59° 56' 22" WEST, A DISTANCE OF 144.30 FEET; THENCE SOUTH 56° 39' 07" WEST, A DISTANCE OF 363.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 56° 39' 07" WEST, A DISTANCE OF 1252.49 FEET; THENCE NORTH 33° 25' 01" WEST, A DISTANCE OF 1242.94 FEET; THENCE NORTH 24° 56' 00" EAST, A DISTANCE OF 481.17 FEET; THENCE SOUTH 52° 22' 16" EAST, A DISTANCE OF 188.47 FEET TO THE NORTHERLY RIGHT OF WAY OF A 50 FOOT PROPOSED RIGHT OF WAY AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 10° 41' 26"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 74.63 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 47° 07' 51" EAST, A DISTANCE OF 74.53 FEET TO THE END OF SAID CURVE; THENCE NORTH 52° 28' 34" EAST, A DISTANCE OF 15.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 177° 11' 44"; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY AND SOUTHERLY, EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 402.04 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 64° 57' 58" EAST, A DISTANCE OF 259.92 FEET TO THE END OF SAID CURVE AND TO THE SOUTHERLY LINE OF A 60 FOOT PROPOSED RIGHT OF WAY AND ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 590.00 FEET AND A CENTRAL ANGLE OF 39° 20' 42"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 405.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 71° 09' 39" EAST, A DISTANCE OF 397.24 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH 89° 10' 00" EAST, A DISTANCE OF 336.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 12° 04' 29"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 84.30 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 84° 47' 45" EAST, A DISTANCE OF 84.14 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY SOUTH 16° 07' 37" EAST, A DISTANCE OF 1010.85 FEET TO THE POINT OF BEGINNING.

AND

LEGAL DESCRIPTION: SUBDIVISION "B" PARCEL AS CREATED BY SURVEYOR:

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH $01^{\circ}17'59''$ WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 5262.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH $88^{\circ}15'41''$ EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 2473.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $88^{\circ}15'41''$ EAST ALONG SAID NORTH LINE OF SECTION 22, A DISTANCE OF 1048.02 FEET TO THE WESTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 500, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY AND DEED BOOK 38, PAGE 50, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}00'05''$ EAST ALONG SAID WESTERLY LINE OF SAID EASEMENT, A DISTANCE OF 1521.83 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY PER RECORD AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF $02^{\circ}40'59''$; THENCE WESTERLY ALONG THE SAID RIGHT OF WAY AND ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 65.56 FEET, SAID ARC SUBTENDE BY A CHORD WHICH BEARS SOUTH $74^{\circ}35'44''$ WEST, A DISTANCE OF 65.55 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH $84^{\circ}20'38''$ WEST, A DISTANCE OF 82.69 FEET; THENCE NORTH $12^{\circ}19'05''$ WEST, A DISTANCE OF 254.77 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF $84^{\circ}27'57''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 44.23 FEET, SAID ARC SUBTENDE BY A CHORD WHICH BEARS NORTH $54^{\circ}33'04''$ WEST, A DISTANCE OF 40.33 FEET TO THE END OF SAID CURVE; THENCE SOUTH $83^{\circ}12'57''$ WEST, A DISTANCE OF 125.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF $85^{\circ}47'16''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 44.92 FEET, SAID ARC SUBTENDE BY A CHORD WHICH BEARS SOUTH $40^{\circ}19'20''$ WEST, A DISTANCE OF 40.84 FEET TO THE END OF SAID CURVE; THENCE SOUTH $02^{\circ}34'18''$ EAST, A DISTANCE OF 249.48 FEET; THENCE SOUTH $53^{\circ}07'43''$ WEST, A DISTANCE OF 138.20 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY OF AIRPORT ROAD; THENCE ALONG SAID NORTHERLY AND EASTERLY RIGHT OF WAY OF AIRPORT ROAD SOUTH $76^{\circ}55'49''$ WEST, A DISTANCE OF 554.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $67^{\circ}58'32''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 29.66 FEET, SAID ARC SUBTENDE BY A CHORD WHICH BEARS NORTH $69^{\circ}04'55''$ WEST, A DISTANCE OF 27.95 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF $49^{\circ}00'36''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 149.69 FEET, SAID ARC SUBTENDE BY A CHORD WHICH BEARS NORTH $59^{\circ}35'57''$ WEST, A DISTANCE OF 145.17 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $71^{\circ}02'04''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 30.99 FEET, SAID ARC SUBTENDE BY A CHORD WHICH BEARS NORTH $48^{\circ}35'13''$ WEST, A DISTANCE OF 29.05 FEET TO THE END OF SAID CURVE; THENCE NORTH $13^{\circ}04'11''$ WEST, A DISTANCE OF 205.77 FEET; THENCE DEPARTING AFORESAID RIGHT OF WAY OF AIRPORT ROAD NORTH $76^{\circ}55'49''$ EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH $13^{\circ}04'11''$ WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH $76^{\circ}55'49''$ WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH $13^{\circ}04'11''$ WEST, A DISTANCE OF 231.38 FEET; THENCE NORTH $88^{\circ}15'41''$ EAST, A DISTANCE OF 281.00 FEET; THENCE NORTH $01^{\circ}44'19''$ WEST, A DISTANCE OF 1076.91 FEET TO THE POINT OF BEGINNING.

TRACT 3 (FLAGLER AND VOLUSIA COUNTIES):

PARCEL 1 (FLAGLER COUNTY):

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE N01°17'59"W ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 2145.06 FEET TO THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY OF RECORD; THENCE DEPARTING SAID WESTERLY LINE OF SECTION 22 AND ALONG THE CENTERLINE OF AFORESAID AIRPORT ROAD N55°09'25"E A DISTANCE OF 1891.80 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET AND A CENTRAL ANGLE OF 05°50'25"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 168.19 FEET; THENCE DEPARTING SAID CENTERLINE S29°00'09"E, A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD AND THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 01°29'42" AND A CHORD BEARING N61°44'30"E; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 41.75 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S06°31'16"W, 98.11 FEET; THENCE S52°36'35"E, 87.90 FEET; THENCE N75°35'25"E, 186.17 FEET; THENCE N07°38'09"W, 167.17 FEET; THENCE N19°01'48"E, 38.49 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 04°46'03" AND A CHORD BEARING N73°48'25"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 133.13 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 68°40'31"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 29.97 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 48°58'12"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 149.57 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 71°02'04"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 30.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUNTERS RIDGE BOULEVARD AN 80 FOOT RIGHT OF WAY OF RECORD; THENCE ALONG SAID HUNTERS RIDGE BOULEVARD THE NEXT THREE COURSES AND DISTANCES: S13°04'11"E, 211.66 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET AND A CENTRAL ANGLE OF 09°34'48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 200.64 FEET; THENCE S03°29'23"E, 74.00 FEET; THENCE DEPARTING THE SAID WESTERLY RIGHT OF WAY LINE OF HUNTERS RIDGE BOULEVARD S87°25'04"W, 85.25 FEET; THENCE S49°06'53"W, 96.01 FEET; THENCE S04°43'06"E, 118.87 FEET TO THE NORTHERLY BOUNDARY LINE OF HUNTINGTON WOODS AT HUNTER'S RIDGE-PHASE I, AS RECORDED IN MAP BOOK 37, PAGES 65 THROUGH 69, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 02°18'20" AND A CHORD BEARING N75°55'03"W; THENCE WESTERLY ALONG SAID NORTHERLY BOUNDARY LINE AND THE ARC OF SAID CURVE, 17.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18°43'30"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY BOUNDARY LINE, 215.70 FEET; THENCE S86°30'37"W ALONG SAID

NORTHERLY BOUNDARY LINE, 236.65 FEET; THENCE DEPART SAID NORTHERLY BOUNDARY LINE N27°01'57"E, 98.07 FEET; THENCE N06°41'27"W, 166.17 FEET; THENCE N37°07'41"W, 32.51 FEET; THENCE N06°33'25"W, 145.98 FEET; THENCE S74°29'25"W, 75.63 FEET; THENCE N66°49'20"W, 126.13 FEET; THENCE S88°28'40"W, 61.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD; THENCE N55°09'25"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 109.09 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET AND A CENTRAL ANGLE OF 05°50'26"; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 163.10 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 2 (VOLUSIA COUNTY):

A PORTION OF SECTION 28 AND A PORTION OF SECTION 29, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 88°05'26" EAST ALONG THE NORTH LINE OF AFORESAID SECTION 28, A DISTANCE OF 1415.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1953.28 FEET AND A CENTRAL ANGLE OF 28°54'28"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 985.50 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°02'04" EAST, A DISTANCE OF 975.08 FEET TO THE END OF SAID CURVE; THENCE SOUTH 66°56'56" WEST A DISTANCE OF 356.03 FEET; THENCE SOUTH 15°48'34" EAST A DISTANCE OF 261.38 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF STATE ROAD 40 (RIGHT OF WAY VARIES, AS SHOWN ON FLORIDA RIGHT OF WAY MAP SECTION NUMBER 79100 SHEET 7, 8 & 9, OF 18, DATED 4-12-01); THENCE SOUTH 66°56'56" WEST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2589.81 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY NORTH 23°03'04" WEST, A DISTANCE OF 146.00 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 730.00 FEET; THENCE SOUTH 23°03'04" EAST, A DISTANCE OF 146.00 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 1936.84; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 174.69 FEET; THENCE NORTH 70°02'17" EAST, A DISTANCE OF 146.58 FEET; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 70°02'17" WEST, A DISTANCE OF 146.58 FEET; THENCE NORTH 19°57'27" WEST, A DISTANCE OF 30.54 FEET; THENCE SOUTH 66°56'56" WEST, A DISTANCE OF 172.84 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, NORTH 00°50'15" WEST, A DISTANCE OF 354.96; THENCE SOUTH 89°09'45" WEST, A DISTANCE OF 51.00 FEET; THENCE NORTH 00°50'15" WEST, A DISTANCE OF 2710.20 FEET TO THE NORTH LINE OF AFORESAID SECTION 29; THENCE NORTH 87°38'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 3998.13 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 3 (FLAGLER COUNTY):

THE SOUTH 695 FEET OF SECTION 20, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

TRACT 4 (FLAGLER COUNTY)

LEGAL DESCRIPTION: GOLF COURSE PARCEL A/K/A SUBSTANTIAL DEVIATION AREA:

A PORTION OF SECTION 15, 16, 21 & 22 AND SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 01 DEGREES 17 MINUTES 59 SECONDS WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 2146.07 FEET TO THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY PER RECORD; THENCE DEPARTING SAID WESTERLY LINE OF SECTION 22 AND ALONG THE CENTERLINE OF AFORESAID AIRPORT ROAD THE FOLLOWING COURSES AND DISTANCES; NORTH 55 DEGREES 09 MINUTES 25 SECONDS EAST A DISTANCE OF 1891.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1650.00 AND A CENTRAL ANGLE OF 21 DEGREES 46 MINUTES 35 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 627.11 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 66 DEGREES 02 MINUTES 43 SECONDS EAST, A DISTANCE OF 623.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 76 DEGREES 56 MINUTES 00 SECONDS EAST A DISTANCE OF 165.02 FEET TO THE INTERSECTION OF THE CENTERLINE OF HUNTERS RIDGE BOULEVARD A 80 FOOT RIGHT OF WAY PER RECORD; THENCE CONTINUING ALONG SAID AIRPORT ROAD CENTERLINE NORTH 76 DEGREES 56 MINUTES 00 SECONDS EAST A DISTANCE OF 1,146.76 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,450.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 03 MINUTES 18 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 203.85 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 72 DEGREES 54 MINUTES 18 SECONDS EAST A DISTANCE OF 203.68 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,050.00 FEET AND A CENTRAL ANGLE OF 06 DEGREES 39 MINUTES 56 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 122.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 72 DEGREES 12 MINUTES 40 SECONDS EAST A DISTANCE OF 122.08 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 01 DEGREES 00 MINUTES 05 SECONDS WEST A DISTANCE OF 1502.60 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID SECTION 22 AND THE EASTERLY LINE OF A FLORIDA POWER AND LIGHT EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY LINE OF SECTION 22 NORTH 88 DEGREES 15 MINUTES 41 SECONDS WEST, A DISTANCE OF 3021.69 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 AND A CENTRAL ANGLE OF 83 DEGREES 51 MINUTES 14 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 365.88 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 49 DEGREES 15 MINUTES 20 SECONDS WEST, A DISTANCE OF 334.09 FEET TO A POINT IN SECTION 15 AND THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 AND A CENTRAL ANGLE OF 44 DEGREES 02 MINUTES 56 SECONDS; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 461.28 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 66 DEGREES 47 MINUTES 36 SECONDS WEST, A DISTANCE OF 450.00 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 08 SECONDS WEST A DISTANCE OF 75.00; THENCE SOUTH 35 DEGREES 34 MINUTES 12 SECONDS EAST A DISTANCE OF 180.28 FEET TO A POINT IN SAID SECTION 22; THENCE LEAVING SAID SECTION 22 SOUTH 44 DEGREES 46 MINUTES 08 SECONDS WEST A DISTANCE OF 529.62 TO A POINT IN SECTION 21 AND THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 495.40 AND A CENTRAL ANGLE OF 43 DEGREES 33 MINUTES 18 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 376.59 FEET, SAID ARC

SUBTENDED BY A CHORD WHICH BEARS SOUTH 66 DEGREES 24 MINUTES 17 SECONDS WEST, A DISTANCE OF 367.59 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 12 SECONDS WEST A DISTANCE OF 1201.27 FEET; THENCE NORTH 01 DEGREES 28 MINUTES 29 SECONDS WEST A DISTANCE OF 200 FEET; THENCE SOUTH 88 DEGREES 07 MINUTES 12 SECONDS WEST A DISTANCE OF 802.36 FEET; THENCE LEAVING SAID SECTION 21 NORTH 01 DEGREES 41 MINUTES 45 SECONDS WEST A DISTANCE OF 5737.34 FEET TO A POINT IN THE NORTHERLY LINE OF SECTION 16; THENCE ALONG SAID NORTHERLY LINE OF SECTION 16 NORTH 88 DEGREES 11 MINUTES 54 SECONDS EAST A DISTANCE OF 2647.92 FEET TO THE NORTHWEST CORNER OF SECTION 15; THENCE ALONG THE NORTHERLY LINE OF SECTION 15 NORTH 88 DEGREES 06 MINUTES 05 SECONDS EAST A DISTANCE OF 2696.49 FEET TO A POINT ON THE NORTHERLY LINE OF SECTION 15; THENCE CONTINUE ALONG SAID NORTHERLY LINE OF SECTION 15 NORTH 88 DEGREES 13 MINUTES 58 SECONDS EAST A DISTANCE OF 2601.01 FEET TO THE NORTHEAST CORNER OF SECTION 15; THENCE ALONG THE EASTERLY LINE OF SECTION 15 SOUTH 01 DEGREES 15 MINUTES 57 SECONDS EAST A DISTANCE OF 5302.51 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 15 SOUTH 88 DEGREES 15 MINUTES 41 SECONDS WEST A DISTANCE OF 269.65 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 100.00 AND A CENTRAL ANGLE OF 80 DEGREES 32 MINUTES 26 SECONDS; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 140.57 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 48 DEGREES 02 MINUTES 54 SECONDS WEST, A DISTANCE OF 129.98 FEET TO A POINT IN SAID SECTION 22; THENCE SOUTH 07 DEGREES 54 MINUTES 01 SECONDS WEST A DISTANCE OF 297.81 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 400.00 AND A CENTRAL ANGLE OF 91 DEGREES 54 MINUTES 09 SECONDS; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 641.60 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 53 DEGREES 43 MINUTES 46 SECONDS WEST, A DISTANCE OF 575.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 300.00 AND A CENTRAL ANGLE OF 73 DEGREES 44 MINUTES 23 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 386.10 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 43 DEGREES 26 MINUTES 58 SECONDS WEST, A DISTANCE OF 360.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 760.00 AND A CENTRAL ANGLE OF 33 DEGREES 56 MINUTES 55 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 450.31 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 10 DEGREES 07 MINUTES 33 SECONDS EAST, A DISTANCE OF 443.75 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 22; THENCE LEAVING SAID SECTION LINE SOUTH 89 DEGREES 56 MINUTES 34 SECONDS WEST A DISTANCE OF 119.34 FEET; THENCE NORTH 70 DEGREES 18 MINUTES 21 SECONDS WEST A DISTANCE OF 79.50 FEET; THENCE NORTH 64 DEGREES 31 MINUTES 08 SECONDS WEST A DISTANCE OF 85.65 FEET; THENCE NORTH 55 DEGREES 50 MINUTES 38 SECONDS WEST A DISTANCE OF 116.70 FEET; THENCE NORTH 52 DEGREES 15 MINUTES 00 SECONDS WEST A DISTANCE OF 115.16 FEET; THENCE NORTH 54 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 51.37 FEET TO A POINT ON THE EASTERLY LINE OF A FLORIDA POWER AND LIGHT EASEMENT; THENCE ALONG SAID FLORIDA POWER AND LIGHT EASEMENT SOUTH 01 DEGREES 00 MINUTES 05 SECONDS EAST A DISTANCE OF 244.74 FEET TO THE POINT OF BEGINNING.

TRACT 5:

PARCEL B "REMAINING PARCEL":

A PORTION OF SECTIONS 15, 21 AND 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEARING $S01^{\circ}23'37''E$ ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 4072.41'; THENCE $S88^{\circ}09'57''W$ DEPARTING SAID SECTION LINE A DISTANCE OF 5304.19' TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 15; THENCE DEPARTING SAID INTERSECTION $S88^{\circ}11'54''W$ A DISTANCE OF 2619.76'; THENCE $S01^{\circ}41'45''E$ A DISTANCE OF 1665.07' TO A POINT IN SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE $N88^{\circ}07'12''E$ A DISTANCE OF 802.36'; THENCE $S01^{\circ}28'29''E$ A DISTANCE OF 200.00'; THENCE $N88^{\circ}07'12''E$ A DISTANCE OF 1201.27' TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A DELTA OF $D=043^{\circ}33'18''$, A RADIUS OF $R=495.40'$, AN ARC LENGTH OF $L=376.59'$, A CHORD BEARING OF $CB=N66^{\circ}24'17''E$, AND A CHORD DISTANCE OF $CH=367.59'$ TO A POINT OF TANGENCY; THENCE $N44^{\circ}46'08''E$ A DISTANCE OF 529.62'; THENCE $N35^{\circ}34'12''W$ A DISTANCE OF 180.28' TO A POINT IN SECTION 15; THENCE $N44^{\circ}46'08''E$ A DISTANCE OF 75.00' TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF $D=044^{\circ}02'56''$, A RADIUS OF $R=600.00'$, AN ARC LENGTH OF $L=461.28'$, A CHORD BEARING OF $CB=N66^{\circ}47'36''E$, AND A CHORD DISTANCE OF $CH=450.00'$ TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A DELTA OF $D=083^{\circ}51'14''$, A RADIUS OF $R=250.00'$, AN ARC LENGTH OF $L=365.88'$, A CHORD BEARING OF $CB=S49^{\circ}15'20''E$, AND A CHORD DISTANCE OF $CH=334.09'$ TO A POINT ON THE NORTH LINE OF SECTION 22; THENCE ALONG THE NORTH LINE OF SECTION 22, $N88^{\circ}13'45''E$ A DISTANCE OF 3021.75' TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 38, PAGE 50, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND OFFICIAL RECORDS BOOK 1335, PAGE 502, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING THE NORTH LINE OF SECTION 22 AND ALONG THE EASTERLY LINE OF AFOREDESCRIBED FLORIDA POWER AND LIGHT EASEMENT, $N01^{\circ}00'05''W$ A DISTANCE OF 244.74'; THENCE DEPARTING SAID EASTERLY LINE $S54^{\circ}09'03''E$ A DISTANCE OF 51.37'; THENCE $S52^{\circ}15'00''E$ A DISTANCE OF 115.16'; THENCE $S55^{\circ}50'38''E$ A DISTANCE OF 116.70'; THENCE $S64^{\circ}31'08''E$ A DISTANCE OF 85.65'; THENCE $S70^{\circ}18'21''E$ A DISTANCE OF 79.50'; THENCE $N89^{\circ}48'34''E$ A DISTANCE OF 119.34' TO A POINT ON THE NORTH LINE OF SECTION 22 AND POINT OF A NON-TANGENT CURVE; THENCE DEPARTING THE NORTH LINE OF SECTION 22 AND ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A DELTA OF $D=033^{\circ}56'55''$, A RADIUS OF $R=760.00'$, AN ARC LENGTH OF $L=450.31'$, A CHORD BEARING OF $CB=S10^{\circ}07'33''W$, AND A CHORD DISTANCE OF $CH=443.75'$ TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A DELTA OF $D=073^{\circ}44'23''$, A RADIUS OF $R=300.00'$, AN ARC LENGTH OF $L=386.10'$, A CHORD BEARING OF $CB=S43^{\circ}26'58''E$, AND A CHORD DISTANCE OF $CH=360.00'$ TO A POINT OF COMPOUND CURVATURE; THENCE ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A DELTA OF $D=091^{\circ}54'09''$, A RADIUS OF $R=400.00'$, AN ARC LENGTH OF $L=641.60'$, A CHORD BEARING OF $CB=N53^{\circ}43'46''E$, AND A CHORD DISTANCE OF $CH=575.00'$ TO A POINT OF TANGENCY; THENCE $N07^{\circ}54'01''E$ A DISTANCE OF 297.81' TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF $D=082^{\circ}37'50''$, A RADIUS OF $R=100.00'$, AN ARC LENGTH OF $L=143.90'$, A CHORD BEARING OF $CB=N47^{\circ}07'03''E$, AND A CHORD DISTANCE OF $CH=131.81'$ TO A POINT ON THE NORTH LINE OF SECTION 22; THENCE ALONG THE NORTH LINE OF SECTION 22, $N88^{\circ}13'45''E$ A DISTANCE OF 281.50' TO THE

NORTHEAST CORNER OF SECTION 22; THENCE DEPARTING SAID NORTH LINE, ALONG THE EAST LINE OF SECTION 22, S01°08'02"E A DISTANCE OF 1207.96' TO A POINT ON RESERVED TRACT PARCEL TWO DESCRIBED IN EXHIBIT B, AS RECORDED IN OFFICIAL RECORDS BOOK 0609 PAGE 1421, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING THE EAST LINE OF SECTION 22 AND ALONG THE NORTHERLY BOUNDARY LINE OF SAID RESERVED TRACT PARCEL TWO, N61°08'02"W A DISTANCE OF 260.00'; THENCE S47°21'58"W A DISTANCE OF 140.00'; THENCE S02°07'46"W A DISTANCE OF 264.74' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE CROSSING AIRPORT ROAD (100' R/W) ON AN EXTENSION OF THE NORTHERLY LINE OF RESERVED TRACT PARCEL TWO, S02°07'46"W A DISTANCE OF 109.53' TO A POINT ON RESERVED TRACT PARCEL ONE DESCRIBED IN EXHIBIT B, AS RECORDED IN OFFICIAL RECORDS BOOK 0609 PAGE 1421, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD AND POINT OF A NON-TANGENT CURVE; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID RESERVED TRACT PARCEL ONE AND ALONG SAID CURVE IN THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHWESTERLY, HAVING A DELTA OF $D=026^{\circ}08'39"$, A RADIUS OF $R=800.00'$, AN ARC LENGTH OF $L=365.04'$, A CHORD BEARING OF $CB=N75^{\circ}17'54"W$, AND A CHORD DISTANCE OF $CH=361.88'$ TO A POINT; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY S08°32'12"W A DISTANCE OF 696.59'; THENCE DEPARTING SAID RESERVED TRACT PARCEL ONE, N81°07'46"W A DISTANCE OF 60.78' TO A POINT ON THE SUBDIVISION PLAT OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42-49, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF ASHFORD LAKES ESTATES, N81°07'46"W A DISTANCE OF 144.82'; THENCE S74°34'58"W A DISTANCE OF 33.70' TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A DELTA OF $D=079^{\circ}41'47"$, A RADIUS OF $R=75.00'$, AN ARC LENGTH OF $L=104.32'$, A CHORD BEARING OF $CB=N78^{\circ}51'11"W$, AND A CHORD DISTANCE OF $CH=96.11'$ TO A POINT; THENCE N53°49'02"W A DISTANCE OF 91.08'; THENCE S70°28'41"W A DISTANCE OF 70.21'; THENCE N86°22'52"W A DISTANCE OF 269.72' TO AN INTERSECTION WITH THE WESTERLY LINE OF ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF AFOREDESCRIBED FLORIDA POWER AND LIGHT EASEMENT; THENCE S01°00'33"E ALONG THE WESTERLY BOUNDARY LINE OF ASHFORD LAKES ESTATES, ALSO BEING THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 685.90'; THENCE DEPARTING AFORESAID LINE S89°00'10"W A DISTANCE OF 235.47' TO AN INTERSECTION WITH THE WESTERLY LINE OF AFORESAID FLORIDA POWER AND LIGHT EASEMENT AND THE EASTERLY BOUNDARY LINE OF A PARCEL DESCRIBED IN EXHIBIT A, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF AFOREDESCRIBED PARCEL, S52°59'29"W A DISTANCE OF 16.89'; THENCE S53°02'55"W A DISTANCE OF 47.26'; THENCE S58°40'13"W A DISTANCE OF 34.27'; THENCE S63°48'20"W A DISTANCE OF 26.83'; THENCE S73°20'42"W A DISTANCE OF 34.36'; THENCE S74°32'39"W A DISTANCE OF 39.23'; THENCE N78°20'10"W A DISTANCE OF 32.00'; THENCE N76°52'13"W A DISTANCE OF 50.00'; THENCE N84°41'14"W A DISTANCE OF 32.53'; THENCE N23°51'30"W A DISTANCE OF 147.86'; THENCE S65°56'34"W A DISTANCE OF 219.53'; THENCE S24°16'39"E A DISTANCE OF 115.58'; THENCE S65°12'19"W A DISTANCE OF 80.94' TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A DELTA OF $D=032^{\circ}55'39"$, A RADIUS OF $R=113.43'$, AN ARC LENGTH OF $L=65.19'$, A CHORD BEARING OF $CB=S81^{\circ}39'59"W$, AND A CHORD DISTANCE OF $CH=64.30'$ TO A POINT OF TANGENCY; THENCE N80°30'36"W A DISTANCE OF 105.52'; THENCE N81°00'19"W A DISTANCE OF 27.37' TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A DELTA OF $D=008^{\circ}59'23"$, A RADIUS OF $R=1175.00'$, AN ARC LENGTH OF $L=109.97'$,

A CHORD BEARING OF $CB=N85^{\circ}30'00''W$, AND A CHORD DISTANCE OF $CH=109.85'$ TO A POINT OF TANGENCY; THENCE $S86^{\circ}44'13''W$ A DISTANCE OF $105.93'$; THENCE $N48^{\circ}40'37''W$ A DISTANCE OF $62.22'$ TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF HUNTER'S RIDGE BOULEVARD (80' R/W) AND THE WESTERLY BOUNDARY LINE OF AFOREDESCRIBED PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY AND THE WESTERLY BOUNDARY LINE OF SAID PARCEL, $N46^{\circ}36'15''W$ A DISTANCE OF $117.25'$ TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF HUNTER'S RIDGE BOULEVARD (80' R/W) AND THE EASTERLY BOUNDARY LINE OF THE SUBDIVISION PLAT OF HUNTINGTON WOODS AT HUNTERS RIDGE - PHASE 1, AS RECORDED IN MAP BOOK 37, PAGES 65-69, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY $S85^{\circ}52'06''W$, ALONG THE NORTHERLY BOUNDARY LINE OF HUNTINGTON WOODS AT HUNTERS RIDGE - PHASE 1, A DISTANCE OF $34.60'$ TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A DELTA OF $D=018^{\circ}43'30''$, A RADIUS OF $R=440.00'$, AN ARC LENGTH OF $L=143.80'$, A CHORD BEARING OF $CB=N84^{\circ}46'09''W$, AND A CHORD DISTANCE OF $CH=143.16'$ TO A POINT OF REVERSE CURVE; THENCE ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A DELTA OF $D=018^{\circ}43'30''$, A RADIUS OF $R=660.00'$, AN ARC LENGTH OF $L=215.70'$, A CHORD BEARING OF $CB=N84^{\circ}46'09''W$, AND A CHORD DISTANCE OF $CH=214.74'$ TO A POINT OF TANGENCY; THENCE $S85^{\circ}52'06''W$ A DISTANCE OF $255.50'$; THENCE $S04^{\circ}07'54''E$ A DISTANCE OF $135.00'$; THENCE $S86^{\circ}52'06''W$ A DISTANCE OF $243.72'$ TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A DELTA OF $D=011^{\circ}30'15''$, A RADIUS OF $R=775.00'$, AN ARC LENGTH OF $L=155.61'$, A CHORD BEARING OF $CB=S80^{\circ}06'59''W$, AND A CHORD DISTANCE OF $CH=155.35'$ TO A POINT; THENCE $N30^{\circ}58'16''W$ A DISTANCE OF $157.59'$; THENCE $S59^{\circ}01'44''W$ A DISTANCE OF $660.00'$; THENCE $S30^{\circ}58'16''E$ A DISTANCE OF $130.00'$; THENCE $S59^{\circ}01'44''W$, A DISTANCE OF $236.45'$ TO A POINT ON THE WESTERLY BOUNDARY LINE OF HUNTINGTON WOODS AT HUNTERS RIDGE - PHASE 1, AS RECORDED IN MAP BOOK 37, PAGES 65-69; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE, $S59^{\circ}01'44''W$ ALONG THE NORTHERLY BOUNDARY LINE OF A PARCEL DESCRIBED IN EXHIBIT A, AS RECORDED IN OFFICIAL RECORDS BOOK 1424, PAGE 42, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DISTANCE OF $349.67'$; THENCE CONTINUE ALONG SAID NORTHERLY BOUNDARY LINE $N42^{\circ}15'29''W$, A DISTANCE OF $307.67'$ TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID RIGHT-OF-WAY $S54^{\circ}30'43''W$ A DISTANCE OF $802.46'$ TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE IN THE SOUTHERLY RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHERLY, HAVING A DELTA OF $D=003^{\circ}45'03''$, A RADIUS OF $R=2700.00'$, AN ARC LENGTH OF $L=176.76'$, A CHORD BEARING OF $CB=S52^{\circ}38'11''W$, AND A CHORD DISTANCE OF $CH=176.73'$ TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY $S43^{\circ}21'02''E$, ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF $1644.15'$ TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A DELTA OF $D=032^{\circ}35'38''$, A RADIUS OF $R=774.39'$, AN ARC LENGTH OF $L=440.53'$, A CHORD BEARING OF $CB=S60^{\circ}09'58''E$, AND A CHORD DISTANCE OF $CH=434.61'$ TO A POINT OF REVERSE CURVE; THENCE ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A DELTA OF $D=018^{\circ}02'14''$, A RADIUS OF $R=743.08'$, AN ARC LENGTH OF $L=233.93'$, A CHORD BEARING OF $CB=S66^{\circ}23'34''E$, AND A CHORD DISTANCE OF $CH=232.96'$ TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF AFOREDESCRIBED PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1424, PAGE 42, AND THE SOUTHERLY LINE OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST; THENCE ALONG THE SOUTH LINE OF SECTION 22, $S88^{\circ}59'50''W$ A DISTANCE OF $935.72'$ TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 22; THENCE DEPARTING SAID INTERSECTION, ALONG THE

SOUTH LINE OF SECTION 21, S88°05'26"W A DISTANCE OF 3955.28'; THENCE DEPARTING THE SOUTH LINE OF SECTION 21 N24°21'45"E A DISTANCE OF 276.51'; THENCE N29°49'06"E A DISTANCE OF 645.54' TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF $D=042^{\circ}18'27''$, A RADIUS OF $R=917.00'$, AN ARC LENGTH OF $L=677.12'$, A CHORD BEARING OF $CB=N50^{\circ}58'19''E$, AND A CHORD DISTANCE OF $CH=661.84'$ TO A POINT OF REVERSE CURVE; THENCE ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A DELTA OF $D=018^{\circ}32'46''$, A RADIUS OF $R=812.00'$, AN ARC LENGTH OF $L=262.84'$, A CHORD BEARING OF $CB=N62^{\circ}51'10''E$, AND A CHORD DISTANCE OF $CH=261.69'$ TO A POINT OF TANGENCY; THENCE N51°35'29"E A DISTANCE OF 974.13'; THENCE S53°38'41"E A DISTANCE OF 894.33'; THENCE S14°10'38"E A DISTANCE OF 51.47' TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF AIRPORT ROAD (100' R/W); THENCE ALONG SAID RIGHT-OF-WAY N44°48'33"E A DISTANCE OF 249.66' TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE IN THE RIGHT-OF-WAY OF AIRPORT ROAD, CONCAVE SOUTHEASTERLY, HAVING A DELTA OF $D=007^{\circ}45'44''$, A RADIUS OF $R=2800.00'$, AN ARC LENGTH OF $L=379.34'$, A CHORD BEARING OF $CB=N48^{\circ}41'25''E$, AND A CHORD DISTANCE OF $CH=379.05'$ TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY N33°53'03"W A DISTANCE OF 538.61'; THENCE N01°13'55"E A DISTANCE OF 234.10'; THENCE N64°21'36"W A DISTANCE OF 226.21'; THENCE N33°37'40"W A DISTANCE OF 508.06'; THENCE N40°56'30"W A DISTANCE OF 898.99'; THENCE N43°13'25"W A DISTANCE OF 749.86'; THENCE N01°41'45"W A DISTANCE OF 639.77' TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGES 38 AND 39, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED TRACT 5, THOSE CERTAIN LANDS DESCRIBED ABOVE AS TRACT 2, PARCEL 1 OF TRACT 3, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 2 (FLAGLER COUNTY: VILLAGE CENTER PARCEL, SUBDIVISION "A" PHASE-1 PARCEL, SUBDIVISION "A" PHASE-2 PARCEL AND SUBDIVISION "B" PARCEL)

LEGAL DESCRIPTION: VILLAGE CENTER PARCEL AS CREATED BY SURVEYOR: A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH $01^{\circ}17'59''$ WEST ALONG THE EASTERLY LINE OF AFORESAID SECTION 21 A DISTANCE OF 3781.04 FEET; THENCE NORTH $59^{\circ}56'22''$ EAST, A DISTANCE OF 897.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH $00^{\circ}02'41''$ WEST, A DISTANCE OF 995.07 FEET TO THE SOUTHERLY RIGHT OF WAY OF A 60 FOOT PROPOSED RIGHT OF WAY AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2970.00 FEET AND A CENTRAL ANGLE OF $01^{\circ}38'32''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 85.12 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $88^{\circ}10'26''$ EAST, A DISTANCE OF 85.12 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG THE SAID SOUTHERLY RIGHT OF WAY, NORTH $88^{\circ}59'42''$ EAST, A DISTANCE OF 384.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2970.00 FEET AND A CENTRAL ANGLE OF $00^{\circ}23'56''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 20.68 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $89^{\circ}11'40''$ EAST, A DISTANCE OF 20.68 FEET TO THE END OF SAID CURVE; THENCE NORTH $89^{\circ}23'38''$ EAST, A DISTANCE OF 345.12 FEET TO THE BEGINNING OF A

CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF $91^{\circ} 16' 44''$; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 79.66 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $44^{\circ} 58' 00''$ EAST, A DISTANCE OF 71.50 FEET TO THE END OF SAID CURVE AND TO THE WESTERLY RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD AN 80 FOOT PROPOSED RIGHT OF WAY; THENCE ALONG SAID WESTERLY RIGHT OF WAY THE SOUTH $00^{\circ} 40' 23''$ WEST, A DISTANCE OF 116.48 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF $46^{\circ} 32' 03''$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 357.36 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $22^{\circ} 35' 39''$ EAST, A DISTANCE OF 347.61 FEET TO THE END OF SAID CURVE; THENCE SOUTH $45^{\circ} 51' 40''$ EAST, A DISTANCE OF 102.77 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 860.00 FEET AND A CENTRAL ANGLE OF $19^{\circ} 32' 08''$; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 293.22 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $36^{\circ} 05' 36''$ EAST, A DISTANCE OF 291.81 FEET TO THE END OF SAID CURVE; THENCE SOUTH $76^{\circ} 38' 04''$ WEST, A DISTANCE OF 141.62 FEET; THENCE SOUTH $11^{\circ} 49' 22''$ EAST, A DISTANCE OF 119.51 FEET; THENCE SOUTH $55^{\circ} 30' 15''$ EAST, A DISTANCE OF 247.69 FEET; THENCE SOUTH $13^{\circ} 04' 11''$ EAST, A DISTANCE OF 472.22 FEET AND ALONG A PORTION OF THE WESTERLY RIGHT OF WAY OF HUNTERS RIDGE BOULEVARD A 80 FOOT RIGHT OF WAY PER RECORD TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $71^{\circ} 02' 04''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 30.99 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $22^{\circ} 26' 51''$ WEST, A DISTANCE OF 29.05 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF $49^{\circ} 02' 49''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 149.81 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $33^{\circ} 26' 28''$ WEST, A DISTANCE OF 145.27 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $67^{\circ} 20' 02''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 29.38 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $42^{\circ} 35' 04''$ WEST, A DISTANCE OF 27.72 FEET TO THE END OF SAID CURVE AND TO THE NORTHERLY RIGHT OF WAY OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY OF RECORD AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1700.00 FEET AND A CENTRAL ANGLE OF $21^{\circ} 05' 51''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 625.98 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $65^{\circ} 42' 21''$ WEST, A DISTANCE OF 622.45 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY OF AIRPORT ROAD SOUTH $55^{\circ} 09' 25''$ WEST, A DISTANCE OF 108.81 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH $19^{\circ} 50' 37''$ WEST, A DISTANCE OF 1017.44 FEET; THENCE NORTH $78^{\circ} 54' 37''$ WEST, A DISTANCE OF 356.16 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: SUBDIVISION "A" PHASE-1 PARCEL AS CREATED BY SURVEYOR: A PORTION OF SECTION 21 & 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH $01^{\circ} 17' 59''$ WEST ALONG THE EASTERLY LINE OF AFORESAID SECTION 21 A DISTANCE OF 3781.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH $59^{\circ} 56' 22''$ WEST, A DISTANCE OF 144.30 FEET; THENCE SOUTH $56^{\circ} 39' 07''$

WEST, A DISTANCE OF 363.40 FEET; THENCE NORTH 16° 07' 37" WEST, A DISTANCE OF 1010.85 FEET TO THE SOUTHERLY LINE OF A 60 FOOT PROPOSED RIGHT OF WAY AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 28° 21' 10"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 197.94 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 64° 34' 56" EAST, A DISTANCE OF 195.93 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY NORTH 50° 24' 21" EAST, A DISTANCE OF 737.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 670.00 FEET AND A CENTRAL ANGLE OF 30° 49' 26"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 360.44 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 65° 49' 04" EAST, A DISTANCE OF 356.11 FEET TO THE END OF SAID CURVE; THENCE NORTH 81° 13' 47" EAST, A DISTANCE OF 42.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 149° 52' 19"; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY SOUTHERLY, EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 340.05 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 82° 57' 05" EAST, A DISTANCE OF 251.07 FEET TO THE END OF SAID CURVE AND TO THE SOUTHERLY LINE OF SAID 60 FOOT PROPOSED RIGHT OF WAY AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2970.00 FEET AND A CENTRAL ANGLE OF 02° 23' 56"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 124.35 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 86° 09' 12" EAST, A DISTANCE OF 124.34 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY SOUTH 00° 02' 41" EAST, A DISTANCE OF 995.07 FEET; THENCE SOUTH 59° 56' 22" WEST, A DISTANCE OF 897.73 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: SUBDIVISION "A" PHASE-2 PARCEL AS CREATED BY SURVEYOR: A PORTION OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH 01° 17' 59" WEST ALONG THE EASTERLY LINE OF AFORESAID SECTION 21 A DISTANCE OF 3781.04 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH 59° 56' 22" WEST, A DISTANCE OF 144.30 FEET; THENCE SOUTH 56° 39' 07" WEST, A DISTANCE OF 363.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 56° 39' 07" WEST, A DISTANCE OF 1252.49 FEET; THENCE NORTH 33° 25' 01" WEST, A DISTANCE OF 1242.94 FEET; THENCE NORTH 24° 56' 00" EAST, A DISTANCE OF 481.17 FEET; THENCE SOUTH 52° 22' 16" EAST, A DISTANCE OF 188.47 FEET TO THE NORTHERLY RIGHT OF WAY OF A 50 FOOT PROPOSED RIGHT OF WAY AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 10° 41' 26"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 74.63 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 47° 07' 51" EAST, A DISTANCE OF 74.53 FEET TO THE END OF SAID CURVE; THENCE NORTH 52° 28' 34" EAST, A DISTANCE OF 15.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 177° 11' 44"; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY AND SOUTHERLY, EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 402.04 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 64° 57' 58" EAST, A DISTANCE OF 259.92 FEET TO THE END OF SAID CURVE AND TO THE SOUTHERLY LINE OF A 60 FOOT PROPOSED RIGHT OF WAY AND ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF

590.00 FEET AND A CENTRAL ANGLE OF $39^{\circ} 20' 42''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 405.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $71^{\circ} 09' 39''$ EAST, A DISTANCE OF 397.24 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY SOUTH $89^{\circ} 10' 00''$ EAST, A DISTANCE OF 336.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF $12^{\circ} 04' 29''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 84.30 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $84^{\circ} 47' 45''$ EAST, A DISTANCE OF 84.14 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY SOUTH $16^{\circ} 07' 37''$ EAST, A DISTANCE OF 1010.85 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: SUBDIVISION "B" PARCEL AS CREATED BY SURVEYOR:

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH $01^{\circ} 17' 59''$ WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 5262.99 FEET TO THE NORTHWEST CORNER OF SAID SECTION 22; THENCE NORTH $88^{\circ} 15' 41''$ EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 2473.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $88^{\circ} 15' 41''$ EAST ALONG SAID NORTH LINE OF SECTION 22, A DISTANCE OF 1048.02 FEET TO THE WESTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 500, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY AND DEED BOOK 38, PAGE 50, IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH $01^{\circ} 00' 05''$ EAST ALONG SAID WESTERLY LINE OF SAID EASEMENT, A DISTANCE OF 1521.83 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY PER RECORD AND TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF $02^{\circ} 40' 59''$; THENCE WESTERLY ALONG THE SAID RIGHT OF WAY AND ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 65.56 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $74^{\circ} 35' 44''$ WEST, A DISTANCE OF 65.55 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY NORTH $84^{\circ} 20' 38''$ WEST, A DISTANCE OF 82.69 FEET; THENCE NORTH $12^{\circ} 19' 05''$ WEST, A DISTANCE OF 254.77 FEET; TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF $84^{\circ} 27' 57''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 44.23 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $54^{\circ} 33' 04''$ WEST, A DISTANCE OF 40.33 FEET TO THE END OF SAID CURVE; THENCE SOUTH $83^{\circ} 12' 57''$ WEST, A DISTANCE OF 125.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF $85^{\circ} 47' 16''$; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 44.92 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $40^{\circ} 19' 20''$ WEST, A DISTANCE OF 40.84 FEET TO THE END OF SAID CURVE; THENCE SOUTH $02^{\circ} 34' 18''$ EAST, A DISTANCE OF 249.48 FEET; THENCE SOUTH $53^{\circ} 07' 43''$ WEST, A DISTANCE OF 138.20 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY OF AIRPORT ROAD; THENCE ALONG SAID NORTHERLY AND EASTERLY RIGHT OF WAY OF AIRPORT ROAD SOUTH $76^{\circ} 55' 49''$ WEST, A DISTANCE OF 554.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $67^{\circ} 58' 32''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 29.66 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $69^{\circ} 04' 55''$ WEST,

A DISTANCE OF 27.95 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 49°00'36"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 149.69 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 59°35'57" WEST, A DISTANCE OF 145.17 FEET TO THE END OF SAID CURVE AND TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 71°02'04"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 30.99 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 48°35'13" WEST, A DISTANCE OF 29.05 FEET TO THE END OF SAID CURVE; THENCE NORTH 13°04'11" WEST, A DISTANCE OF 205.77 FEET; THENCE DEPARTING AFORESAID RIGHT OF WAY OF AIRPORT ROAD NORTH 76°55'49" EAST, A DISTANCE OF 130.00 FEET; THENCE NORTH 13°04'11" WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 76°55'49" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 13°04'11" WEST, A DISTANCE OF 231.38 FEET; THENCE NORTH 88°15'41" EAST, A DISTANCE OF 281.00 FEET; THENCE NORTH 01°44'19" WEST, A DISTANCE OF 1076.91 FEET TO THE POINT OF BEGINNING.

TRACT 3 (FLAGLER AND VOLUSIA COUNTIES):

PARCEL 1 (FLAGLER COUNTY):

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE N01°17'59"W ALONG THE WESTERLY LINE OF AFORESAID SECTION 22 A DISTANCE OF 2145.06 FEET TO THE INTERSECTION OF SAID WESTERLY LINE AND THE CENTERLINE OF AIRPORT ROAD A 100 FOOT RIGHT OF WAY OF RECORD; THENCE DEPARTING SAID WESTERLY LINE OF SECTION 22 AND ALONG THE CENTERLINE OF AFORESAID AIRPORT ROAD N55°09'25"E A DISTANCE OF 1891.80 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET AND A CENTRAL ANGLE OF 05°50'25"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 168.19 FEET; THENCE DEPARTING SAID CENTERLINE S29°00'09"E, A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD AND THE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 01°29'42" AND A CHORD BEARING N61°44'30"E; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 41.75 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S06°31'16"W, 98.11 FEET; THENCE S52°36'35"E, 87.90 FEET; THENCE N75°35'25"E, 186.17 FEET; THENCE N07°38'09"W, 167.17 FEET; THENCE N19°01'48"E, 38.49 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 04°46'03" AND A CHORD BEARING N73°48'25"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 133.13 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 68°40'31"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 29.97 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 48°58'12"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 149.57 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 71°02'04"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 30.99 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUNTERS RIDGE BOULEVARD AN 80 FOOT RIGHT OF WAY OF RECORD; THENCE ALONG SAID HUNTERS RIDGE BOULEVARD THE NEXT THREE COURSES AND DISTANCES:

S13°04'11"E, 211.66 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1200.00 FEET AND A CENTRAL ANGLE OF 09°34'48"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 200.64 FEET; THENCE S03°29'23"E, 74.00 FEET; THENCE DEPARTING THE SAID WESTERLY RIGHT OF WAY LINE OF HUNTERS RIDGE BOULEVARD S87°25'04"W, 85.25 FEET; THENCE S49°06'53"W, 96.01 FEET; THENCE S04°43'06"E, 118.87 FEET TO THE NORTHERLY BOUNDARY LINE OF HUNTINGTON WOODS AT HUNTER'S RIDGE-PHASE I, AS RECORDED IN MAP BOOK 37, PAGES 65 THROUGH 69, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 02°18'20" AND A CHORD BEARING N75°55'03"W; THENCE WESTERLY ALONG SAID NORTHERLY BOUNDARY LINE AND THE ARC OF SAID CURVE, 17.71 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18°43'30"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY BOUNDARY LINE, 215.70 FEET; THENCE S86°30'37"W ALONG SAID NORTHERLY BOUNDARY LINE, 236.65 FEET; THENCE DEPART SAID NORTHERLY BOUNDARY LINE N27°01'57"E, 98.07 FEET; THENCE N06°41'27"W, 166.17 FEET; THENCE N37°07'41"W, 32.51 FEET; THENCE N06°33'25"W, 145.98 FEET; THENCE S74°29'25"W, 75.63 FEET; THENCE N66°49'20"W, 126.13 FEET; THENCE S88°28'40"W, 61.53 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD; THENCE N55°09'25"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 109.09 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1600.00 FEET AND A CENTRAL ANGLE OF 05°50'26"; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 163.10 FEET TO THE POINT OF BEGINNING.

BOOKER & ASSOCIATES, P.A.
ATTORNEYS AT LAW

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April 28, 2022

TITLE OPINION PURSUANT TO SECTION 177.041, FLORIDA STATUTES

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT
4049 Reid Street
Palatka, Florida 32177-2571

Re: Asset Realty and Construction Group, Inc./US Capital Alliance, LLC/Permit no. _____
Opinion of Title

Dear Sir/Madam:

I have examined the title to the real property reflected on Exhibit "A" attached hereto and incorporated by this reference ("Property"). I am of the opinion that the fee simple title to the subject Property is held by US Capital Alliance, LLC, a Delaware limited liability company (collectively referred to "US Capital"), in good standing, by virtue of that certain Warranty Deed recorded in Official Records Book 2116, Page 1079, Public Records of Flagler County, Florida.

The Property is encumbered by a mortgage in favor of Metropolitan Partners Group Administration, LLC, which must be partially released. The mortgage information is as follows:

1. Mortgage and Security Agreement, dated April 15, 2021, and recorded on April 21, 2021 in Official Records Book which is recorded in Official Records Book 2553, Page 1411, as Official Records Instrument Number 2021021818, in the Public Records of Flagler County, Florida.
2. Assignment of Rents and Leases recorded on April 21, 2021, in Official Records Book 2553, Page 1444, as Official Records Instrument Number 2021021819, in the Public Records of Flagler County, Florida, and recorded in Official Records Book 8039, Page 3302, as Official Records Instrument Number 2021101079, in the Public Records of Volusia County, Florida.

As to any permitted exceptions, Asset Realty and Construction Group, Inc. shall take title to the property subject to the following Restrictions/Easements.

1. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

2. Standard Exceptions:

1. Oil, gas, and mineral reservations reserved in that certain Deed by Tomoka Land Company recorded March 9, 1951 in Deed Book 36, Page 79 as affected by Notice from Consolidated-Tomoka Land Co. f/k/a Tomoka Land Company recorded August 5, 1975 in Book 69, Page 229 and conveyed to Indigo Group Inc., a Florida corporation by Warranty Deed recorded December 3, 2004 in Book 1174, Page 917, including Release of Surface Entry Rights with Respect to Oil, Gas, and Mineral Interest by Indigo Group, Inc., a Florida corporation recorded May 28, 2008 in Book 1663, Page 404, all of the Public Records of Flagler County, Florida.

2. Right-Of-Way Agreement granted to Florida Power & Light Company recorded September 30, 1971 in Book 38, Page(s) 50 as affected by Memorandum of Right-Of-Way Consent Agreement by and between Hunter's Ridge Residential Golf Properties, Inc. and Florida Power & Light Company recorded September 16, 2005 in Book 1319, Page 1953, all of the Public Records of Flagler County, Florida.

3. Easement Deed granted to the City of Ormond Beach, Florida recorded January 19, 1987 in Book 302, Page 257 as affected by Corrective Easement Deed December 14, 1987 in Book 333, Page 65, Public Records of Flagler County, Florida.

4. Interlocal Bulk Water and Wastewater Treatment Service Interim Agreement for The Hunter's Ridge Development in Flagler County recorded February 24, 2006 in Book 1398, Page 70, Public Records of Flagler County, Florida as affected by Retail Water and Wastewater Service Agreement for the Hunter's Ridge Development in Flagler County recorded November 30, 2009 in Book 6421, Page 2821, Public Records of Volusia County, Florida.

5. Declaration of Covenants and Restrictions for the HUNTER'S RIDGE SUBDIVISION Volusia County/Flagler County, Florida and Notice of Provisions of Hunter's Ridge Homeowners Association of East Florida, Inc. and Notice of Provisions of Hunter's Ridge Water, Environment and Wildlife Management Association, Inc. and Notice of Provisions of Hunter's Ridge Utility Corp., which contains provisions for a private charge or assessments, dated April 24, 1990, recorded December 4, 2006 in Book 1512, Page(s) 1642 through 1742, inclusive (includes and made a part thereof First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Amendment(s) to Declaration of Covenants and Restrictions) (First Amendment also recorded July 17, 1991 in Book 451, Page 909)) and further amended by Twelfth Amendment recorded January 6, 2010 in Book 1751, Page 1511; Thirteenth Amendment recorded January 6, 2010 in Book 1751, Page 1519; Fourteenth Amendment recorded January 6, 2010 in Book 1751, Page 1524; Fifteenth Amendment recorded January 6, 2010 in Book 1751, Page 1530; Sixteenth Amendment recorded April 11, 2016 in Book 2121, Page 1071; Seventeenth Amendment recorded May 6, 2010 in Book 1767, Page 303; Amended Seventeenth Amendment recorded January 27, 2014 in Book 1987, Page 274; Eighteenth Amendment recorded March 28, 2012 in Book 1861, Page 743; Nineteenth Amendment recorded January 3, 2014 in Book 1982, Page 877; Twentieth Amendment recorded October 22, 2014 in Book 2030, Page 1184; Twenty First Amendment recorded April 23, 2015 in Book 2059, Page 1855; Twenty Second Amendment recorded July 18, 2016 in Book 2144, Page 585; Twenty Third Amendment recorded September 5, 2018 in Book 2304, Page 721; Twenty Fourth Amendment recorded January 9, 2019 in Book 2329, Page 706; Twenty Fifth Amendment recorded May 7, 2020 in Book 2440, Page 1212; and, Twenty Sixth Amendment recorded December 1, 2020 in Book 2500, Page 482, including provisions for Notice of Recording the Articles of Merger of Hunter's Ridge Water, Environment and Wildlife Management Association, Inc. and Hunter's Ridge Homeowners Association of East Florida, Inc. recorded July 19, 2011 in Book 1825, Page 494 re-recorded August 30, 2011 in Book 1831, Page 162 and Notice of Hunters Ridge Homeowners Association of East Florida, Inc. Under S. 720.3032, Florida Statutes, and Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, Chapter 712, Florida Statutes recorded March 16, 2020 in Book 2428, Page 442, all of the Public Records of Flagler County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION, as recorded August 7, 2009 in Map Book 37, Page(s) 38 and 39, Public Records of Flagler County, Florida, including, but not limited to, provisions for the following: (a) Plat Addendum recorded August 7, 2009 in Book 1730, Page 1052, Public Records of Flagler County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

7. Terms, provisions and conditions for Resolution No. 2010-61 Amending and Replacing in its entirety the Development Order for Hunter's Ridge recorded February 1, 2011 in Book 1803, Page 648, Public Records of Flagler County, Florida. (RE: Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f) for Hunter's Ridge Development Amended Final Order granting the Application recorded October 17, 1991 in Book 455, Page 1019, Public Records of Flagler County, Florida and Notice of Adoption of Development Order Pursuant to Florida Statutes Section 380.06(15)(f) for Hunter's Ridge Development recorded October 1, 1991 in Book 3696, Page 1640 affected by First Amendment recorded April 20, 1992 in Book 3739, Page 1898 re-recorded June 25, 1992 in Book 3754, Page 1692 and Second Amendment recorded December 4, 1997 in Book 4257, Page 2954 and Third Amendment to Amended Final Order recorded November 24, 2003 in Book 5212, Page 2589 and Fourth Amendment to Amended Final Order recorded June 13, 2019 in Book 7707, Page 16, all of Public Records of Volusia County, Florida.)

8. Terms and conditions for Ordinance No. 2010-07 designating the Hunter's Ridge Temporary RV Storage Planned Unit Development (PUD) recorded February 1, 2011 in Book 1803, Page 798, Public Records of Flagler County, Florida.

9. Non Exclusive Drainage, Stormwater and Utility Easement by and between US Capital Alliance, LLC, a Florida limited liability company and Hunter's Ridge Oaks Community Development District No. 1 recorded January 11, 2017 in Book 2180, Page 1317, Public Records of Flagler County, Florida.

10. Terms and conditions for Notice of Establishment of The Hunter's Ridge Oaks Community Development District No. 1 recorded March 9, 2017 in Book 2191, Page 1731, Public Records of Flagler County, Florida.

11. Retail Utility Service Agreement for Hunter's Ridge DRI Service Area (Flagler County) by and between the City of Ormond Beach, Florida; Hunter's Ridge Oaks Community Development District No. 1; and, U.S. Capital Alliance, LLC, a Florida limited liability company recorded January 16, 2018 in Book 2253, Page 502, Public Records of Flagler County, Florida.

This opinion shall be certified through April 11, 2022 at 11:00 p.m. If you have any questions regarding this matter, please do not hesitate to give me a call.

Sincerely,

Booker & Associates, P.A.



By: _____
Kim C. Booker, Attorney at Law

Attachment

cc: US Capital Alliance, LLC

EXHIBIT "A"

EAST PORTION OF TRACT "A"

A PORTION OF LAND SITUATE IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF AND ADJACENT TO AIRPORT ROAD, SUBJECT TO A 236 FOOT WIDE POWER LINE EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT BEING THE SOUTHEAST CORNER OF SAID SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEAR S88°19'07"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 A DISTANCE OF 226.47 FEET; THENCE DEPARTING SAID SECTION LINE N01°14'34"W A DISTANCE OF 158.45 FEET; THENCE S88°16'13"W A DISTANCE OF 177.90 FEET; THENCE N33°36'00"W A DISTANCE OF 741.80 FEET; THENCE S88°13'01"W A DISTANCE OF 225.53 FEET; THENCE N55°08'47"W A DISTANCE OF 659.70 FEET TO THE EASTERLY LINE OF A 236 FOOT WIDE POWER LINE EASEMENT; THENCE N00°59'59"W ALONG SAID EAST LINE OF A 236 FOOT POWER LINE EASEMENT A DISTANCE OF 2103.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE N00°59'59"W A DISTANCE OF 459.56 FEET TO POINT OF CURVATURE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (100 FOOT R/W) RECORDED AT MAP BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONCAVE SOUTHERLY, THENCE ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF 07°17'57", A RADIUS OF 1000.00', AN ARC LENGTH OF 127.39', A CHORD BEARING OF N78°28'18', AND A CHORD DISTANCE OF 127.31'. TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 05°11'49", A RADIUS OF 5000.00 FEET, AN ARC LENGTH OF 453.53 FEET, A CHORD BEARING OF N79°31'21"E, AND A CHORD DISTANCE OF 453.37 FEET; THENCE N76°55'26"E A DISTANCE OF 78.99 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHERLY; THENCE ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF 14°40'11", A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 204.83 FEET, A CHORD BEARING OF N84°15'32"E, AND A CHORD DISTANCE OF 204.27 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S08°30'02"W A DISTANCE OF 702.27 FEET; THENCE N81°07'02"W A DISTANCE OF 60.90 FEET TO THE NORTHEAST CORNER OF TRACT "P," ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGE 42, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE ALONG THE NORTH LINE OF TRACT "P" N81°07'02"W A DISTANCE OF 144.76 FEET; THENCE S74°46'33"W A DISTANCE OF 33.74 FEET TO A POINT OF CURVATURE, CONCAVE SOUTHERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 79°34'35", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 104.17 FEET, A CHORD BEARING OF N78°53'56"W, AND A CHORD DISTANCE OF 95.99 FEET; THENCE N53°49'09"W A DISTANCE OF 91.12 FEET; THENCE S70°33'12"W A DISTANCE OF 70.23 FEET; THENCE N86°22'07"W A DISTANCE OF 269.73 FEET TO THE EAST LINE OF SAID 236 FOOT EASEMENT TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SUZANNE JOHNSTON Flagler County Tax Collector

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2021 Paid Real Estate

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2021	2214310000010100110	83631	005	

US CAPITAL ALLIANCE LLC
880 AIRPORT ROAD
SUITE 113
ORMOND BEACH, FL 32174

2730 AIRPORT RD
ORMOND BEACH 32174

10.44 ACRES THAT PORTION LYING ALONG
SLY ROW OF AIRPORT RD AND ELY ALONG
FPL EASEMENT OR 1678/546 OR 1732/1629
OR 2116/1079

Flagler County Suzanne Johnston
Paid By HUNTER'S RIDGE ACQUISITION
11/30/2021 \$1,377.53
Receipt # 014-21-00044426

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY GENERAL FUND	386-313-4008	93,620	8.0297	0	93,620	751.74
ESL	386-313-4008	93,620	0.1250	0	93,620	11.70
2015 G O BONDS	386-313-4008	93,620	0.2050	0	93,620	19.19
2009/2016 ESL BONDS	386-313-4008	93,620	0.1250	0	93,620	11.70
FLAGLER COUNTY SCHOOL BOARD GENERAL FUND	386-437-7526	105,220	3.6170	0	105,220	380.58
DISCRETIONARY	386-437-7526	105,220	0.7480	0	105,220	78.70
CAP. OUTLAY	386-437-7526	105,220	1.5000	0	105,220	157.83
ST. JOHNS RIVER WATER MGMT	386-329-4500	93,620	0.2189	0	93,620	20.49
FIND	561-627-3386	93,620	0.0320	0	93,620	3.00
TOTAL MILLAGE		14.6006		TOTAL AD VALOREM TAXES		\$1,434.93

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
TOTAL NON-AD VALOREM TAXES			\$0.00
TOTAL COMBINED TAXES AND ASSESSMENTS			\$1,434.93

If Paid By	Nov 30, 2021				
Please Pay	1,377.53				

RETAIN FOR YOUR RECORDS

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2021 Paid Real Estate

ACCOUNT NUMBER	ALT KEY
2214310000010100110	83631
PROPERTY ADDRESS	
2730 AIRPORT RD ORMOND BEACH 32174	

Make checks payable to:
Suzanne Johnston
Flagler County Tax Collector
PO Box 846 Bunnell, FL 32110
386-313-4160

Payments in U.S. funds from a U.S. bank

Pay online at www.Flaglertax.com

US CAPITAL ALLIANCE LLC
880 AIRPORT ROAD
SUITE 113
ORMOND BEACH, FL 32174

PAY ONLY ONE AMOUNT
If Paid By Nov 30, 2021 <input type="checkbox"/> 1,377.53
If Paid By <input type="checkbox"/>
If Paid By <input type="checkbox"/>
If Paid By <input type="checkbox"/>
If Paid By <input type="checkbox"/>

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE



CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

Airport Road, Ormond Beach, Florida

THIS CONTRACT FOR SALE AND PURCHASE (this "Contract") is made and entered into as of the Effective Date (as defined herein) by and among **US CAPITAL ALLIANCE, LLC.**, a Florida limited liability company, whose address is 111 Coleman Blvd., Suite 400, Mount Pleasant, South Carolina 29474, as Seller, and **ASSET REALTY AND CONSTRUCTION GROUP, INC.**, a Delaware corporation, whose address is 1590 Troy Avenue Brooklyn, New York 11234, its successors and/or assigns, as Buyer.

RECITALS

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following terms when used in this Contract for Purchase and Sale of Real Property shall have the following meanings:

1.1 **Adverse Impact.** As to Seller, any consequence directly attributable to an action of Buyer or Buyer's Affiliates which consequence is materially adverse to the development, to the use, or to the cost of development or use, of any of the properties or improvements (existing or proposed) within the Hunter's Ridge Development, or to the entitlements, mitigation, capacity and/or vesting under the Development Order. As to Buyer, any consequence directly attributable to an action of Seller or Seller's Affiliates, which consequence is materially adverse to the development or use for Buyer's Contemplated Improvements (as defined herein), or to the mitigation, capacity and/or vesting of the any development rights allocated to the Property for Buyer's Contemplated Improvements in accordance with this Contract.

1.2. **Attorneys' Fees.** All reasonable fees and expenses charged by an attorney for his services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for representation at the trial level and in all appeals.

1.3. **Business Day.** Any day that the banks in Flagler County, Florida are open for business, excluding Saturdays and Sundays.

1.4. **Buyer.** Asset Realty and Construction Group, Inc., a Delaware corporation, whose address is 1590 Troy Avenue Brooklyn, New York 11234, its successors and/or assigns. Buyer's mailing address is 1590 Troy Avenue Brooklyn, New York 11234.

1.5. **Buyer's Attorney.** Read Law Group, PLLC Attn: Christopher M. Read, 666 Old Country Road, Suite 402, Garden City, Florida 11530; email cread@readlawgroup.com (Telephone 516.588.8777)

1.6. **Buyer's Contemplated Improvements.** A self-storage facility with a minimum of 102,000 square feet of gross buildable area.

1.7. **Buyer's Costs.** The reasonable, ordinary and documented out-of-pocket costs expended by the Buyer with respect to the purchase of the Property, which shall include costs of recording the Deed, charges for surveys, soil tests, feasibility studies, appraisals environmental audits, engineering, site plans, impact fees assessed by Flagler County and Volusia County for transportation, water and sewer or any other impact fees, and architectural work.

1.8. Buyer's Intended Use. To construct, develop and operate Buyer's Contemplated Improvements on the Property.

1.9. Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.

1.10. Closing Agent. Seller's Attorney and Escrow Agent, as agent for the title company shall be the Closing Agent.

1.11. Closing Date. The Closing Date shall be the date which is on or about thirty (30) days after the satisfaction of all of the Conditions Precedent (as defined in Section 9 of this Contract), provided, however, if all of the conditions set forth in Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9 and 9.10 (collectively, "Seller Items") have been satisfied, but Buyer has not obtained Site Plan Approval and six (6) months have elapsed from the expiration date of the Investigation Period, Seller shall have the option of setting a date for Closing, not less than 30 days from the date it delivers written notice of same to Buyer, at which time, the Buyer shall have the option of Closing within such 30 day period or terminating the Contract. Conversely, six (6) months following the expiration date of the Investigation Period, if Seller Items are not satisfied, Buyers shall have the option of setting a date for Closing, not less than 30 days from the date it delivers written notice of same to Seller, at which time, if such Seller Items remain unsatisfied the Buyer shall have the option of either waiving the Seller Items and Closing or terminating the Contract. Notwithstanding the foregoing, no party in default hereunder shall have the option of setting a Closing Date or terminating this Contract. In the event of termination as set forth above, Buyer shall receive a return of the Deposit and thereafter the parties shall be released from all further obligations under this Contract except those obligations which expressly survive termination

1.12. Contract. This Contract for Purchase and Sale of Real Property.

1.13. Deposit. The Deposit in the amount of One Hundred Thousand and No/100 (\$100,000.00).

1.14. Effective Date. The date this Contract is last executed by both Buyer and Seller.

1.15. Escrow Agent. Kim C. Booker, Attorney at Law, Booker & Associates, P.A., , whose address is 1019 Town Center Drive, Orange City, Florida 32763, attention, Kim C. Booker, email: kbooker@bookerandassoc.com.

1.16. Final Plat Approval. The final and non-appealable approval by the applicable Governmental Authority of the Final Plat. The establishment of the Land as: (i) having a unique tax parcel identification number for ad valorem real property taxation purposes at or simultaneously with Closing, (ii) being lawfully entitled to be conveyed as single parcel, and (ii) contiguous to a dedicated public right of way or private right of way by easement benefiting the Land and insurable by the Escrow Agent.

1.17. Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.18. Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter

enacted, adopted, promulgated, entered, or issued applicable to the approval of a site plan to allow construction of the Buyer's Contemplated Improvements or the Buyer's Intended Use.

1.19. Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.

1.20. Improvements. Any and all improvements on or under the Land existing as of the Effective Date hereof, if any.

1.21. Investigation Period. The period of time beginning on the Effective Date and ending at 5:00 pm on the date that is sixty (60) calendar days after the Effective Date provided that such day is a Business Day otherwise ending on first Business Day occurring after the date that is sixty (60) calendar days after the Effective Date (the "Investigation Period").

1.22. Land. That certain real property located in Flagler County, Florida, and more particularly depicted in **Exhibit "A"** attached hereto and made a part hereof, together with all entitlements necessary to develop a self-storage facility consisting of not less than 102,000 sq. ft of gross buildable area, any and all other property rights, easements, privileges and appurtenances pertaining to the Property and Buyer's Contemplated Improvements, and the wetland mitigation credits as necessary for Buyer's Contemplated Improvements on the Property. The parties acknowledge and agree that (i) the final legal description of the Land may change based on the final plat approval, but in no event shall any such changed have a materially adverse effect on the Land as depicted in Exhibit A hereto on the date hereof without substitution and shall not have the effect of reducing the area of such depicted land to less than 10 acres (approximately 6 of which shall be upland/buildable acres); (ii) such final legal description shall be acceptable to both Seller and Buyer; and (iii) the final agreed upon legal description shall be substituted for **Exhibit "A"** attached hereto.

1.23. Personal Property. The Property is vacant land and there are no items of personal property located on the Property.

1.24. Property. The Land, the Improvements and the entitlements for Buyer's Contemplated Improvements.

1.25. Property Records. Copies of all the following documents relating to the Property: Any and all permits, authorizations and approvals issued by Governmental Authorities in accordance with Governmental Requirements, surveys, title commitments (including reports and search results), water reports, soil reports, environmental reports, if any, in Seller's possession along with the development of regional impact report to which the Property is subject, which is recorded as Resolution No. 2010-61 recorded in Official Records Book 1803, Page 648, Amending and Replacing in its Entirety the Development Order recorded in Official Records Book 423, Page 669, Adoption of Development Order recorded in Official Records Book 455, Page 1019, and Amendment recorded in Official Records Book 465, Page 1466, Public Records of Flagler County, Florida ("Hunter's Ridge DRI"), Hunters Ridge Homeowner's Association of East Florida ("Master Association") and the Declaration recorded in Official Records Book Declaration of Covenants and Restrictions for the Hunters Ridge Subdivision recorded in recorded in Official Records Book 3457, Page 1623, as amended in Official Records Book 3600, Page 1212, Official Records Book 3710, Page 3559, Official Records Book 3771, Page 3128, Official Records Book 4031, Page 1727, Official Records Book 4067, Page 2967, Official Records Book 4160, Page 4276,

Official Records Book 4286, Page 4436, together with Assignment of Rights recorded in Official Records Book 4290, Page 3271 and further amended in Official Records Book 4318, Page 2090, Official Records Book 4551, Page 1550, Official Records Book 5099, Page 3685, Official Records Book 5259, Page 585, Official Records Book 5373, Page 958, Official Records Book 5976, Page 4228, Official Records Book 6159, Page 2886, Official Records Book 6192, Page 1130, and Official Records Book 6225, Page 1958, re-recorded in Official Records Book 6402, Page 3203, Official Records Book 6431, Page 4443, Official Records Book 6471, Page 3046, Official Records Book 7006, Page 4351, Official Records Book 6698, Page 2024, Official Records Book 7239, Page 297, Official Records Book 7047, Page 2628, Official Records Book 7094, Page 3290, and Official Records Book 7950, page 3545, with Resolutions recorded in Official Records Book 6728, Page 238, with Notice of Recording the Articles of Merger recorded in Official Records Book 6604, Page 1020, re-recorded in Official Records Book 6620, Page 196, Public Records of Volusia County, Florida, as amended (“Declaration”).

1.26. Purchase Price. The Purchase Price shall be the sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) which shall include wetland mitigation credits as necessary for Buyer’s Contemplated Improvements on the Property assigned by Seller to Buyer for development of the Property. The Purchase Price is in addition to the amounts to be paid by Buyer to Seller at Closing for potable water and sewer impact fees and transportation impact fees applicable to the Property as set forth in Section 9.13 or such Impact Fee Credits that may be available pursuant to and subject to Section 14.1.5. below.

1.27. Seller. US Capital Alliance, LLC., a Florida limited liability company and a wholly owned subsidiary of Hunter’s Ridge Acquisition and Development, LLC, a Delaware limited liability company, whose address is 111 Coleman Blvd., Suite 400, Mount Pleasant, South Carolina 29474; Attn: Jake Beren. E-mail: jberen@huntersridgefl.com.

1.28. Seller’s Attorney. Booker & Associates, P.A. Attn: Kim C. Booker, Seller’s Attorney’s mailing address is 1019 Town Center Drive, Suite 201, Volusia City, Florida 32763; email kbooker@bookerandassoc.com and Telephone (386) 774-6552.

1.29. Site Plan. The “Site Plan” shall have the meaning set forth in 4.2.

1.30. Subdivision Infrastructure. Water, sewer and electric shall be available within five (5) feet of the boundary of the Property.

1.31. Survey. A survey prepared by a licensed Florida surveyor and meeting the ALTA survey requirements, satisfactory to the Title Agent for the deletion of all survey exceptions.

2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price shall be paid as follows:

3.1. Deposit. Within three (3) Business Days following the Effective Date, Buyer shall deliver the Deposit to Escrow Agent. Following the expiration of the Investigation Period set forth in paragraph 4.1 below, and provided that the Site Plan (defined below) has been approved by Buyer and Seller in accordance with Section 4.2 below, the Deposit shall be disbursed by Escrow Agent, upon request, to Seller for costs and expenses incurred for obtaining a Final Plat for the subject Property; provided however, (a) the entire Deposit shall be a credit against the Purchase Price at Closing and, (b) in the event that Closing does not occur due to any reason other than Buyer’s default hereunder, Seller shall be obligated to reimburse Buyer for the full amount of the Deposit.

3.2. Closing. At the Closing, Buyer shall deliver to Closing Agent the Purchase Price, all impact fees applicable to the Property assessed by Flagler County (paid to Flagler County), less the Deposit and any adjustments as provided for hereunder. The Purchase Price, less any adjustments as provided for hereunder, shall be paid to Seller in accordance with the closing procedure hereinafter set forth.

4. Investigation Period.

4.1. Suitability for Use; Buyer's Right to Terminate. During the Investigation Period, Buyer shall determine, in its sole and absolute discretion, whether the Property is suitable for Buyer. If Buyer determines that the Property is not acceptable for any or no reason in its sole discretion and elects to terminate this Contract, Buyer shall on or before the expiration of the Investigation Period give written notice of such election to terminate this transaction to Seller and the Escrow Agent (the "**Termination Notice**"). In the event Buyer fails to so deliver the Termination Notice on or before the expiration of the Investigation Period, then this Contract shall automatically continue without any further notice and the Deposit shall be non-refundable except upon Seller's default hereunder, including without limitation, Seller's the failure to satisfy the Conditions Precedent set forth in Section 9 hereof. In the event the Buyer delivers to Seller a notice of Termination Notice on or before the expiration of the Investigation Period, then in that event, the Deposit shall be forthwith returned to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder, except for any obligations which expressly survive termination of the Contract.

4.2. Seller's Delivery of Property Records. Within five (5) days after the Effective Date, Seller shall deliver to Buyer the Property Records. During the Investigation Period, Buyer shall deliver to Seller, for Seller's approval, which shall not be unreasonably withheld, a site plan of Buyer's Contemplated Improvements. During the Investigation Period, the parties shall use good faith efforts to come to a common understanding and agreement with respect to a draft version of a site plan depicting Buyer's Contemplated Improvements beginning with Buyer's delivery to Seller of a proposed draft of a site plan depicting Buyer's Contemplated Improvements and Seller shall provide comments or its approval of such proposed site plan. Prior to the expiration of the Investigation Period, Buyer at Buyer's sole cost and expense shall present to Seller a formal proposed version of a site plan prepared by a licensed Florida engineer, depicting Buyer's Contemplated Improvements to the Land, including depictions of all proposed improvements, building locations, access points, driveways, signage, parking and open/green space and other matters reasonably requested by Seller and complying with all applicable use, zoning, and bulk table requirements of the Governmental Authority(ies) having site plan review and approval authority over the Land (the "Site Plan") which shall also include the landscape plan, conceptual architectural plans and exterior building elevations for the improvements to be constructed on the Property consistent with the Buyer's Contemplated Improvements. Seller shall have ten (10) Business Days after receipt of the Site Plan to review and respond to Buyer in writing with either Seller's approval or specific and reasonable objections thereto, whereupon Buyer shall have ten (10) Business Days to submit to Seller a revised Site Plan whereupon the process shall be repeated until mutually approved by the Parties. If Buyer and Seller do not each approve of the Site Plan within 30 days of the expiration of the Investigation Period, either party may terminate this Contract and the Deposit shall be forthwith returned to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder, except for any obligations which expressly survive termination of the Contract. If or once the parties timely agree upon the form of such Site Plan, then (i) Buyer shall, at Buyer's sole costs and expense, submit its Site Plan application (which shall conform to the agreed upon Site Plan) to the applicable Governmental Authority; and (ii) Seller shall, cooperate and execute any documentation necessary to allow Buyer to apply for and obtain Government Approval of the Site Plan.

4.3. Buyer's Inspection of the Property. During the Investigation Period, and if Buyer elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, Buyer (and Buyer's consultants, agents and/or third party professionals) shall have the right to (i) enter upon the Land and Improvements and to make all inspections and investigations of the condition of the Land and Improvements which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering and topographical studies, and investigations of zoning and the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's cost and expense; and (ii) speak with the Governmental Authorities in connection with the approved Site Plan, and construction and development of the Buyer's Contemplated Improvements.

4.4. Buyer's Indemnification. The Buyer hereby indemnifies and holds the Seller harmless from and against (i) any claim or demand that is actually incurred by Seller and (ii) any loss or damage that is actually incurred by Seller, of any nature whatsoever, as a direct result or consequence of the Buyer's inspections of the Property, including, but without limitation any and all reasonable attorney fees, litigation costs and expenses incurred by the Seller in connection with its investigation, settlement or defense of any such claim or loss against which it has been indemnified hereunder; provided, however, the foregoing shall not be deemed to include any loss arising out of the Buyer's identification of pre-existing conditions on or under the Property, or the presence of hazardous substances existing on the Property and Buyer shall not be liable or required to indemnify any person in connection with any act of negligence or misconduct by Seller or Seller's agents. The foregoing repair, indemnity and defense obligations do not apply to (a) any loss, liability cost or expense to the extent arising from or related to the acts or omissions of Seller, or its agents or consultants, (b) any diminution in value in the Property arising from or relating to matters discovered by Buyer during its investigation of the Property, (c) any latent defects in the Property discovered by Buyer, or (d) the release or spread of any Hazardous Substances (hereinafter defined) which are discovered (but not deposited) on or under the Property by Buyer. This indemnification shall be deemed to have survived any termination of this Contract for a period of one (1) year from such termination.

5. Title Review and Cure.

5.1. Within 20 days of the Effective Date Seller, at its expense shall: (i) obtain a municipal tax, lien and open permit search for the Property ("**Tax and Lien Search**"); and (ii) cause Escrow Agent to issue a standard owner's preliminary title commitment underwritten by Old Republic Title Insurance Company (the "**Title Company**") to insure Buyer as the fee owner of the Property in the amount of the Purchaser Price by issuance of an ALTA owner's title insurance policy together with such endorsements as Buyer shall have requested (the "**Title Commitment**"), subject only to the exceptions approved (or deemed approved) by Buyer in accordance with this Section 5. Not less than 15 days prior to the expiration of the Investigation Period, Buyer shall notify Seller, in writing, of any objections it may have to the requirements, exceptions or other matters shown on the Tax and Lien Search, the Title Commitment and/or the Survey (collectively, the "**Title Objections**"). Notwithstanding the foregoing to the contrary, the "Development of Regional Impact Development Order" recorded October 1, 1991 in Official Records Book 3969, Page 1640, and as Amended in its Entirety by Resolution No. 2010-61, Recorded in Official Records Book 1803, Page 648, all recorded in Public Records of Flagler County, shall not be objected to by the Buyer.

5.2. Seller shall have five (5) days after receipt of Buyer's written notice of the Title Objections ("**Seller's Response Period**") within which to notify Buyer of any Title Objections, identified therein, that Seller will not remove or otherwise cure ("**Seller's Refusal Notice**"). Notwithstanding the foregoing or any term or provision herein to the contrary, Seller is required to remove at or prior to Closing (i) any title matters that are liens, judgments or other monetary items encumbering the Land which can be satisfied by the payment of an ascertainable amount, (ii) any Title Objections not included in Seller's Refusal Notice, and (iii) any exceptions, encumbrances or other matters recorded

against the Property between the date of the Title Commitment and the Closing Date, or evidenced in an update to the Tax and Lien Search, and in either case not consented to by the Buyer in writing. If Seller notifies Buyer that it will not remove one or more Title Objections identified in its Seller's Refusal Notice, or if Seller fails to timely deliver the Seller's Refusal Notice, then Buyer shall have the option, to be exercised within fifteen (15) days after (a) Buyer's receipt of Seller's Refusal Notice to either (a) proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or (b) terminate the Contract by sending written notice of termination to Seller. Upon the termination of this Contract pursuant to this Section, Escrow Agent shall return the Deposit to Buyer, and, thereafter, neither Buyer nor Seller shall have any further rights or obligations hereunder, except for any obligations that expressly survive termination of this Contract.

5.3. During the Investigation Period Buyer shall cause a Survey of the Property to be prepared of the Property, at its sole costs and expense, reflecting any and all of the exceptions, encumbrances or other matters of record and/or as shown on the Title Commitment against the Property. The legal description of the Survey shall be approved by the Seller and Buyer prior to the expiration of the Investigation Period and upon acceptance by both Buyer and Seller, substituted as the description of the Land to be conveyed hereunder. A copy of the Survey shall be delivered to Seller and Seller shall have five (5) days from receipt thereof to deliver any objections to the legal description to Buyer.

6. Seller's Representations.

6.1. Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

6.1.1. Existence. Seller is a Delaware limited partnership duly organized, existing, in good standing and qualified to do business under the laws of the State of Florida, and Seller has full limited partnership power and authority to sell the Property and to comply with the terms of this Contract.

6.1.2. Authority. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity. This Contract has been duly executed and delivered by the Seller and all requisite limited liability company action has been taken to make this Contract valid and binding on Seller in accordance with its terms. The person signing this Contract on behalf of Seller is authorized to do so.

6.1.3. No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) to Seller's knowledge, constitute a violation of any Governmental Requirement.

6.1.4. No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

6.1.5. Compliance With Governmental Requirements. To the Seller's knowledge the Property is in compliance with all Governmental Requirements.

6.1.6. Title. Seller is the owner of fee simple title to the Property.

6.1.7. Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened, against Seller or the Property affecting any portion of the Property.

6.1.8. No Condemnation Pending or Threatened. There is no pending or, to the knowledge of Seller, threatened, condemnation or similar proceeding affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

6.1.9. No Hazardous Material. To the knowledge of Seller, the Property has not in the past been used and is not presently being used for the handling, storage, transportation or disposal of Hazardous Material.

6.1.10. Assessments and Fees. The Seller hereby discloses that the Land is subject to the following fees: such fees assessed by the Association.

6.1.11. Parties in Possession. To Seller's actual knowledge, there are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons which have possessory rights in respect to the Property or any part thereof, except as disclosed in Section 6.1.17 below.

6.1.12. Commitments to Governmental Authorities. Except as may be reflected in the Title Commitment, to the Seller's knowledge, no other commitments relating to the Property have been made to any Governmental Authority, utility company, school board, church or other religious body, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Land. Additional commitments may be imposed by the applicable Governmental Authority during the Site Plan Approval process.

6.1.13. Adverse Information. Seller has no information or knowledge of (a) any Governmental Requirement, (b) any change contemplated in any Governmental Requirement, (c) any judicial or administrative action, (d) any action by adjacent landowners, (e) any natural or artificial conditions upon the Land, or (f) any other fact or condition of any kind or character whatsoever which would prevent, limit, impede, render more costly or adversely affect Buyer's Intended Use of the Property.

6.1.14. Utility Services. As of the Closing Date there will be, available through public or private rights of ways or insurable (by nationally recognized title insurance company for no additional cost over and above promulgated rate) dedicated easements to the boundary of the Land and systems for the furnishing of the Subdivision Infrastructure.

6.1.15. Notices. Seller has received no notice of and to its knowledge there is no violation of any law, regulation, ordinance, order or judgment affecting the Property.

6.1.16. Leases. There are no leases, occupancy agreements or similar agreements affecting the Property.

6.1.17. Contracts. Except as may be reflected in the Title Commitment, to the Seller's knowledge there are no other contracts (service or otherwise) or unrecorded easement which will affect the Property after Closing or become an obligation of Buyer.

6.1.18. Subdivision and Zoning. Prior to Closing, the applicable Government Authority shall have granted Site Plan Approval which shall allow Buyer to submit for a building permit for construction of Buyer's Contemplated Improvements. Seller shall obtain a Final Plat of the Land, if required by the applicable Governmental Authority. Upon expiration of the Investigation Period and provided that the Site Plan has been approved by Buyer and Seller in accordance with Section 4.2, the Deposit shall be disbursed by Escrow Agent, upon request, to Seller for costs and expenses incurred for obtaining a Final Plat for the Property; provided however, (a) the entire Deposit shall be a credit against the Purchase Price at Closing and, (b) in the event that Closing does not occur due to any reason other than Buyer's default hereunder, Seller shall be obligated to reimburse Buyer for the full amount of the Deposit.

6.1.19. Patriot Act. Seller is not, and will not be, a person or entity with whom Buyer is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

6.1.20. FIRPTA. Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended.

6.1.21. Options. No person, tenant, firm, corporation or other entity has any right or option to acquire the Property, or any part thereof, which was granted by Seller.

6.1.22. Bankruptcy. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

6.2. Survival of Representations. All of the representations of the Seller set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date. All of the representations, warranties and agreements of the Seller set forth in this Contract shall survive the Closing for a period of one year.

7. Seller's Affirmative Covenants.

7.1. Cooperation. Seller agrees, at no expense to the Seller, that Buyer shall have the right to seek and pursue (i) Site Plan Approval (as hereinafter defined); and (ii) any and all other approvals, permits and licenses to permit Buyer Contemplated Improvements on the Property. Seller agrees to cooperate fully with Buyer with respect to Buyer's efforts to obtain Site Plan Approval and any other approvals. Within five (5) days from receipt of Buyer's request, Seller agrees to execute, acknowledge and deliver such applications, documents, instruments and consents as may be reasonably required to obtain the Site Plan Approval and any other approvals.

7.2. Acts Affecting Property. From and after the Effective Date, Seller will refrain from (a) performing any excavation or other modifications to the Land which will require Buyer to bring in additional fill to the Land than Buyer would otherwise be required to bring onto the Land, but for Seller's actions; and (b) committing any waste or nuisance upon the Property.

7.3. Maintenance of Property. From the Effective Date until the Closing, Seller will observe all Governmental Requirements affecting the Property and its use, until the Closing Date.

7.4. Notice of Changes in Law. Seller will advise Buyer promptly of any change in any applicable Governmental Requirement, which might affect the use of the Property for Buyer's Contemplated Use of which Seller obtains actual knowledge. Seller shall promptly provide Buyer with copies of any and all correspondence or notices delivered by Seller or received by Seller from any Governmental Authority.

7.5. Operation of Property. During the period between the Effective Date and the Closing Date, Seller shall continue to operate the Property in the usual and customary manner.

7.6. Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

8. Buyer's Representations. Buyer hereby represents and warrants to the Seller as of the Effective Date and as of the Closing Date as follows:

8.1. Buyer's Existence. Buyer is a limited liability company duly organized, existing, in good standing and qualified to do business under the laws of the State of its formation, and Buyer has full power and authority to purchase the Property and to comply with the terms of this Contract.

8.2. Authority. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

9. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions (set forth below) are either fulfilled or waived, in writing, by Buyer (collectively, the "**Conditions Precedent**"):

9.1. Compliance with Covenants. Seller shall have performed all covenants, agreements and obligations and complied with all conditions required by this Contract to be performed or complied with by Seller prior to the Closing Date.

9.2. Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents to be delivered to Buyer at the Closing pursuant to this Contract.

9.3. Representations and Warranties. All of Seller's representations and warranties shall be true and correct in all material respects.

9.4. Status of Title. The status of title to the Land shall be as required by this Contract.

9.5. No Moratoria. There shall be no moratoria in effect, which would prohibit, delay, or render more costly the development of Buyer's Contemplated Improvements.

9.6. Utilities & Drainage. All utilities available for use in general and sufficient to accommodate Buyer's Contemplated Improvements, shall have been installed, or when so constructed, brought to within five feet of the boundary to the Property through a public or private right of way or insurable easements (by Escrow Agent for no additional cost over and above promulgated rate). All stormwater retention shall be on-site and Buyer shall submit a stormwater retention and/or drainage plan as part of the Site Plan submittal to the applicable Governmental Authority.

9.7. Delivery of Property free and clear of all Tenants. Seller shall deliver the Property free and clear of all tenants or other parties in possession on the Closing Date.

9.8. Final Plat Approval. Seller shall have obtained the Final Plat Approval from the applicable Governmental Authorities so that the Land may be legally conveyed as a separate parcel.

9.9. Homeowners' Association Fees. Prior to the expiration of the Investigation Period, Seller shall provide Buyer with the form of an amendment to the Declaration imposing assessments on the Property for maintenance of the common areas within the Hunter's Ridge DRI.

9.10. Zoning Approvals. Seller shall have obtained from the applicable Governmental Authority all zoning approvals (collectively, the "Zoning Approvals") necessary to allow the Buyer to submit for Site Plan Approval.

9.11. Evidence of Contract to Sell. Seller shall deliver to Buyer redacted evidence of the Seller's contract to sell at least 271 residential units within the Investigation Period.

9.12. Site Plan Approval. Prior to Closing, provided that Buyer has timely submitted a compliant and complete application for approval of the Site Plan to the applicable Governmental Authority, the applicable Governmental Authority shall have granted approval of the Site Plan to allow the submittal of a construction permit for Buyer's Contemplated Improvements on the Property from the applicable Governmental Authority ("**Site Plan Approval**"). Buyer shall diligently pursue the approval of the Site Plan by the applicable Governmental Authority. Seller shall cooperate with Buyer and execute any reasonable documentation necessary to obtain the Site Plan Approval, at Buyer's sole costs and expense.

9.13. Impact Fees. Buyer shall be required to pay all impact fees (including, without limitation, connection fees for all water and sewer, transportation impact or mobility fees, and other related fees) with respect to the development of the Property for Buyer's Contemplated Improvements and which shall be consistent with the Site Plan (collectively, the "**Impact Fees**"). At least ten (10) days prior to payment thereof, Buyer shall notify Seller in writing, and to the extent that Seller or its Affiliates have prepaid such fees or have credits that could be used by Buyer to pay such fees (an "**Impact Fee Credit**"), Buyer shall be required to purchase such Impact Fee Credits from Seller or its Affiliates; provided, Buyer shall only be required to purchase such Impact Fees Credits at the price the Governmental Authority would charge Buyer for same. The provisions of this 9.13 shall expressly survive Closing and be incorporated into the Development Agreement.

10. Closing Date.

10.1. Closing Date. Subject to all of the provisions of this Contract, Buyer and Seller shall close on the sale/purchase of the Property on the Closing Date.

11. Seller's Closing Documents.

11.1. Documents. At Closing, Seller shall deliver the following documents (collectively, “**Seller's Closing Documents**”) with respect to the Property to Buyer:

11.1.1. Deed. A bargain and sale deed (“**Deed**”) which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Property, free and clear of all liens, encumbrances and other conditions of title other than those permitted by the Contract.

11.1.2. Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller as may be required by the Escrow Agent to delete the preprinted exceptions with regard to gap, party in possession and mechanics' liens attesting, providing, among other things: (a) that no individual, entity or Governmental Authority has any claim against the Property, under the applicable contractor's lien law, (b) that except for Seller, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) that no improvements to the Property have been made for which payment has not been made within the immediately preceding ninety (90) days. The Seller's affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the title policy. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Buyer.

11.1.3. General Assignment. An absolute assignment of any licenses, warranties, permits and development rights to that extent that the same are applicable to the Property including development rights for a self-storage facility of not less than 102,000.00 sq. ft. of gross buildable area as approved pursuant to Buyer's Site Plan Approval.

11.1.4. Closing Statement. A closing statement setting forth the Purchase Price, Deposit, the Closing Date Extension Fee (if and to the extent applicable), and all credits, adjustments and prorations between Buyer and Seller, and the net due Seller.

11.1.5. Seller's Certificate. A duly executed certification that every representation and warranty of the Seller under this Contract is true and correct in all material respects as of the Closing as if made by the Seller at such time.

11.1.6. Estoppel. Seller shall cause the “Declarant” and “Association” (as such terms are defined in the Declaration) to issue a certificate and agreement (“Estoppel”) in a form reasonably acceptable to Buyer, which form shall, among other things, provide for approval of the Declarant and the Association of Buyer's Site Plan (provided that such plans are consistent with the agreed Site Plan), such that no further approval rights with respect to the construction and development of the Buyer's Contemplated Improvements shall be required from the Association (other than approvals from the applicable Governmental Authority).

11.1.7. Title Documents. Any documents required by the Escrow Agent, including, without limitation, evidence of good standing of Seller, together with such other evidence as the Escrow Agent may reasonably require for Seller to transfer good and marketable title to the Property.

11.1.18. Assignment of Mitigation Credits. Seller shall assign to Buyer wetland mitigation credits as necessary for Buyer's Contemplated Improvements on the Property.

11.2. Pre-Closing Delivery. Copies of Seller's Closing Documents shall be delivered to Buyer's Attorney for review not less than seven (7) days prior to the initially scheduled Closing Date.

12. Buyer's Closing Documents.

12.1. Documents. At Closing, Buyer shall deliver a closing statement to Seller.

13. Closing Procedure. The Closing shall proceed in the following manner, through an escrow closing arrangement, or effected via a "mail away" closing or by electronic means (i.e., in which funds are sent via wire transfer and closing documents are delivered via overnight delivery or courier delivery service to the Closing Agent or executed by electronic means and scanned):

13.1. Transfer of Funds. Buyer shall pay the cash to close and Escrow Agent shall deliver the Deposit to the Closing Agent by wire transfer to a depository designated by Closing Agent.

13.2. Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, and Seller shall deliver Seller's Closing Documents, to Closing Agent.

13.3. Disbursement of Funds and Documents. Once the Escrow Agent has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the title policy, then Closing Agent shall disburse the Purchase Price (subject to adjustments as provided for herein) and Buyer's Closing Documents to Seller and Seller's Closing Documents to Buyer.

14. Prorations and Closing Costs.

14.1. Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

14.1.1. Taxes. Real estate and personal property taxes shall be prorated on the following basis:

14.1.1.1. If a tax bill for the year of Closing is available, then proration shall be based upon the current bill.

14.1.1.2. If the assessment for the year is available, but not the actual tax bill, then proration shall be based upon the assessment and the TRIM Notice.

14.1.1.3. If neither the assessment for the year nor the tax bill is available, then proration shall be based on the prior year's tax bill.

14.1.1.4. In all events proration shall include the maximum discount for early payment of taxes.

14.1.2. Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed shall be paid by the Seller and other pending liens shall be assumed by the Buyer.

14.1.3. Utilities. Water, sewer, electricity, gas and other utility charges, if any, shall be prorated on the basis of the fiscal period for which assessed, except that if there are utility meters for the Property apportionment at the Closing shall be based on the last available reading.

14.1.4. Other Items. All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of property similar to the Property shall be adjusted and prorated between Seller and Buyer accordingly.

14.1.5. Impact Fee Credits. Buyer shall be required to purchase from Seller, at Closing, if available, any available impact fee credits required for development of the Property by Buyer, at par value provided that (i) the impact fees are transferred and assigned to Buyer and the Property, on forms which have been approved by the issuing agency as being effective and sufficient to legally transfer such impact fees; and (ii) such impact fee credits are required in connection with the development and are sufficient to satisfy any requirements imposed by the applicable Governmental Authorities with regard to the payment of such impact fees. This provision shall survive the Closing.

14.2. Re-proration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a re-proration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the re-proration shall be made within ten (10) days following demand therefor. All other proration and adjustments shall be final. This provision shall survive the Closing.

14.3. Seller's Closing Costs. Seller shall pay for the following items prior to or at the time of Closing:

1. Certified municipal special assessment liens for which the work has been substantially completed;
2. All Attorneys' Fees and other professional fees and costs incurred on behalf of Seller hereunder;
3. Survey;
4. All documentary stamps, surtaxes, and other transfer taxes related to the Deed; and
5. The cost to cure any Title Objections that the Seller has elected to cure or is otherwise required to cure pursuant to the terms of this Contract.
6. Title insurance fees incurred for the search, and owner's premium.

14.4. Buyer's Closing Costs. Buyer shall pay Buyer's Costs and for the following items prior to or at the time of Closing:

1. Survey;
2. All Attorneys' Fees and other professional fees and costs incurred on behalf of Buyer hereunder; and
3. Record Deed.

15. Possession. Buyer shall be granted full and sole possession of the Property at Closing.

16. Condemnation and Damage by Casualty.

16.1. Condemnation. In the event of the institution or threatened institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) Business Days after Seller's receipt of such notification. Should Buyer terminate this Contract, the Deposit shall immediately be returned to Buyer and thereafter the parties hereto shall be released from their respective obligations and liabilities hereunder. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all proceedings and all awards in connection with such taking to Buyer.

16.2. Damage by Casualty. Risk of loss to the Property from fire or other casualty shall be borne by Seller until the Closing Date. In the event a material portion of the Property is damaged or destroyed by casualty, Buyer may elect (i) to terminate the Contract and receive a full refund of the Deposit, or (ii) to proceed to Closing, with Seller delivering an assignment of the insurance proceeds and any deductible for such casualty.

17. Misrepresentations; Default; Default.

17.1. Buyer's Remedies for Seller's Misrepresentations. From and after the Closing, Seller agrees to indemnify Buyer and hold Buyer harmless and defend Buyer from and against any and all loss, cost, claims, liabilities, damages and expenses, including, without limitation, Attorneys' Fees, arising as the result of a breach of any of the representations or warranties of Seller set forth in this Contract. This Section shall survive Closing for a period of one year.

17.2. Buyer's Remedies for Seller's Default. In the event that (i) this transaction fails to close due to a refusal to close or default on the part of Seller, and such default shall continue for five (5) days after Buyer has provided written notice to Seller of such default (provided no notice shall be required for Seller's failure to close and Seller shall be in automatic default if it fails to timely close); or (ii) any representation or warranty of Seller is inaccurate, untrue or incorrect as of the Effective Date, or inaccurate, untrue or incorrect as of the Closing Date through an intentional or deliberate act of Seller, then in either such case, Buyer may, in addition to all other rights in law and/or equity, have the right to the following options:

17.2.1. Buyer may (i) terminate the Contract, receive a return of the Deposit from Escrow Agent, and Seller shall reimburse Buyer for its actual, third party out-of-pocket expenses incurred by Buyer in connection with this Contract, due diligence Site Plan development, Site Plan Approval, and application therefore, including reasonable attorneys fees in an aggregate amount not to exceed \$100,000.00, or (ii) seek specific performance of the Contract.

17.3. Seller's Remedies for Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, and such default or refusal shall continue for five (5) days (no such notice and cure period shall be required for refusal to close) after Buyer has received

Garden City, NY 11530
Attention: Christopher M. Read
Telephone (516) 588-8777
Email: cread@readlawgroup.com

To Seller: Hunter's Ridge Acquisition and Development, LLC
111 Coleman Blvd.
Suite 400
Mount Pleasant, South Carolina 29464
Attn: Glen Fishman
Phone:(732) 850-8318
Email: gfishman@assetrestructuring.com

With a copy to: Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Volusia City, Florida 32763
Telephone (386) 774-6552
Email: kbooker@bookerandassoc.com

20. Escrow Agent. The escrow of the Deposit shall be subject to the following provisions:

20.1. Duties and Authorization. The payment of the Deposit to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Contract. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Contract or the Deposit becomes involved in litigation, to deposit the Deposit with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Contract. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

20.2. Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature reasonably believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Contract is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

20.3. Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Contract, as well as the costs and expenses of defending against any claim or liability arising under this Contract. This provision shall survive the Closing or termination of this Contract.

20.4. Return of Deposit. Notwithstanding anything set forth in the Agreement to the contrary, if Buyer terminates this Contract by a written notice to Seller on or prior to the expiration of the Investigation Period, then Escrow Agent shall disburse the Deposit to Buyer. Seller hereby releases Escrow Agent from any liability whatsoever in connection with any such disbursement.

21. Assignment. Neither party may assign this Contract without the other party's prior written consent, except that Buyer may assign this Contract to an entity affiliated with the Buyer or any of its principals, or to any financial institution which may become a "partner" (which shall include an affiliation through any form of business organization) of the Buyer or any of its principals, or to any entity in which Buyer, its principals or said affiliates, have a controlling equity interest or operational control. Upon any such assignment, Buyer shall not be released from any obligations hereunder.

22. Miscellaneous.

22.1. Counterparts. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. Signatures to this Contract transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

22.2. Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

22.3. Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

22.4. Attorneys' Fees. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, each party in any such action, proceeding, trial or appeal, shall be responsible for its own reasonable Attorneys' Fees.

22.5. Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial. The parties hereby agree that all actions or proceedings initiated and arising directly or indirectly out of this Contract shall be litigated solely in courts of competent jurisdiction situated in Flagler County, Florida. The parties waive any claim that any court situated in Flagler County, Florida is an inconvenient forum, or an improper forum based on lack of venue.

22.6. Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

22.7. Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

22.8. Computation of Time. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 6:00 p.m. on the next full business day.

22.9. Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

22.10. Survival. All representations and warranties of Seller set forth in this Contract shall survive the Closing for a period of one year.

22.11. Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

22.12. Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

23. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24. Confidentiality. Seller agrees that it (i) shall hold and shall cause its officers, directors, employees, attorneys, accountants, representatives, agents, consultants and advisors to hold in strict confidence, this Contract and its terms/provisions.

25. Jury Waiver. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF THIS CONTRACT OR ANY ACTION OF EITHER PARTY HEREUNDER.**

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY]

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

SELLER:

US CAPITAL ALLIANCE, LLC. a Florida Limited Liability company

By: Hunter's Ridge Acquisition and Development, LLC.,

By:  _____

Print Name: Glen Fishman

Title: Manager

8/11/2021

Date: _____

BUYER:

ASSET REALTY & CONSTRUCTION GROUP, INC. a Delaware corporation

By:  _____

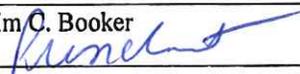
Date: 8/11/21

ESCROW AGENT: (as to only those Sections of the Contract pertaining to the Escrow Agent's rights and responsibilities):

Booker & Associates, P.A.

By:  _____

Name: Kim C. Booker

Title:  _____

This instrument prepared by and after recordation to be returned to:

READ LAW GROUP, PLLC
666 Old Country Road, Suite 402
Garden City, NY 11530

Note to Recorder: This conveyance of unencumbered real property is between a grantor and grantee which are each wholly-owned by the same individuals with the same ownership interests and is without consideration or a purchaser. Therefore, pursuant to Crescent Miami Center, LLC v. Florida Department of Revenue, 903 So.2d 913 (Fla. 2005), only minimum documentary stamp tax is due at the time of recording of this instrument.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 24th day of March 2023, by and between PRESTON COURT II LLC, a New York limited liability company having an address of 1590 Troy Avenue, Brooklyn New York 11234 (hereinafter referred to as the "**Grantor**"), and HUNTERS RIDGE AIRPORT ROAD, LLC, a Florida limited liability company having an address of 1590 Troy Avenue, Brooklyn New York 11234 (hereinafter referred to as the "**Grantee**").

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, remises, releases and transfers unto the Grantee, its successors and assigns, all that certain land situate and being in Flagler County, Florida, more fully described as follows (the "**Property**"):

See **Exhibit "A"** attached hereto and made a part hereof, which Property is subject to those matters set forth on **Exhibit "B"** attached hereto and hereby made a part hereof (the "Permitted Exceptions"); provided, however, that reference of the Permitted Exceptions is not intended to reimpose the same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

The Grantor does hereby covenant that the Grantor, subject to the Permitted Exceptions: (i) is lawfully seized of the Property in fee simple; (ii) has good right and lawful authority to sell and convey the Property; (iii) specially warrants that title to the land is free from all encumbrances made by Grantor; and (iv) will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

SIGNED IN THE PRESENCE OF:

PRESTON COURT II, LLC a New York Limited Liability Company

Irene Tomassetti.
Name: IRENE TOMASSETTI

By: [Signature]
Name: Dino Tomassetti, Jr.
Title: Manager

Lei, Zhong
Name: ZHANGSHAN LEI

STATE OF NEW YORK)

) ss.

COUNTY OF NASSAU)

On this 24th day of March in the year 2023 before me, the undersigned, personally appeared Dino Tomassetti, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

CHRISTOPHER M. READ
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RE6134361
Qualified in Nassau County
My Commission Expires September 26, 2025

EXHIBIT "A"

DESCRIPTION:

A PORTION OF LAND SITUATED IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF AND ADJACENT TO AIRPORT ROAD, SUBJECT TO A 236' WIDE POWER LINE EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT BEING THE SOUTHEAST CORNER OF SAID SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEAR S88°19'07"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 A DISTANCE OF 226.47'; THENCE DEPARTING SAID SECTION LINE N01°14'34"W A DISTANCE OF 158.45'; THENCE S88°16'13"W A DISTANCE OF 177.90'; THENCE N33°36'00"W A DISTANCE OF 741.80'; THENCE S88°13'01"W A DISTANCE OF 225.53'; THENCE N55°08'47"W A DISTANCE OF 659.70' TO THE EASTERLY LINE OF A 236' WIDE POWER LINE EASEMENT; THENCE N00°59'59"W ALONG SAID EAST LINE OF A 236' POWER LINE EASEMENT A DISTANCE OF 2103.68' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE N00°59'59"W A DISTANCE OF 459.65' TO POINT OF CURVATURE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (100 R/W) RECORDED AT MAP BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONCAVE SOUTHERLY, THENCE ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF 07°17'57", A RADIUS OF 1000.00', AN ARC LENGTH OF 127.39', A CHORD BEARING OF N78°28'18" E, AND A CHORD DISTANCE OF 127.31'. TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 05°11'49", A RADIUS OF 5000.00', AN ARC LENGTH OF 453.53', A CHORD BEARING OF N79°31'21"E, AND A CHORD DISTANCE OF 453.37'; THENCE N76°55'26"E A DISTANCE OF 78.99' TO A POINT OF CURVATURE, CONCAVE SOUTHERLY; THENCE ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF 14°40'11", A RADIUS OF 800.00', AN ARC LENGTH OF 204.83', A CHORD BEARING OF N84°15'32"E, AND A CHORD DISTANCE OF 204.27'; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S08°30'02"W A DISTANCE OF 702.27'; THENCE N81°07'02"W A DISTANCE OF 60.90' TO THE NORTHEAST CORNER OF TRACT "P," ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGE 42, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE ALONG THE NORTH LINE OF TRACT "P" N81°07'02"W A DISTANCE OF 144.76'; THENCE S74°46'33"W A DISTANCE OF 33.74' TO A POINT OF CURVATURE, CONCAVE SOUTHERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 79°34'35", A RADIUS OF 75.00', AN ARC LENGTH OF 104.17', A CHORD BEARING OF N78°53'56"W, AND A CHORD DISTANCE OF 95.99'; THENCE N53°49'09"W A DISTANCE OF 91.12'; THENCE S70°33'12"W A DISTANCE OF 70.23'; THENCE N86°22'07"W A DISTANCE OF 269.73' TO THE EAST LINE OF SAID 236' EASEMENT TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID LAND HAVING AN AREA OF 454,893 SQUARE FEET OR 10.443 ACRES, MORE OR LESS.

Exhibit "B"

Permitted Exceptions

1. Oil, gas, and mineral reservations reserved in that certain Deed by Tomoka Land Company recorded March 9, 1951 in Deed Book 36, Page 79 as affected by Notice from Consolidated-Tomoka Land Co. f/k/a Tomoka Land Company recorded August 5, 1975 in Book 69, Page 229 and conveyed to Indigo Group Inc., a Florida corporation by Warranty Deed recorded December 3, 2004 in Book 1174, Page 917, including Release of Surface Entry Rights with Respect to Oil, Gas, and Mineral Interest by Indigo Group, Inc., a Florida corporation recorded May 28, 2008 in Book 1663, Page 404, all of the Public Records of Flagler County, Florida.
2. Right-Of-Way Agreement granted to Florida Power & Light Company recorded September 30, 1971 in Book 38, Page(s) 50 as affected by Memorandum of Right-Of-Way Consent Agreement by and between Hunter's Ridge Residential Golf Properties, Inc. and Florida Power & Light Company recorded September 16, 2005 in Book 1319, Page 1953, all of the Public Records of Flagler County, Florida.
3. Easement Deed granted to the City of Ormond Beach, Florida recorded January 19, 1987 in Book 302, Page 257 as affected by Corrective Easement Deed December 14, 1987 in Book 333, Page 65, Public Records of Flagler County, Florida.
4. Interlocal Bulk Water and Wastewater Treatment Service Interim Agreement for The Hunter's Ridge Development in Flagler County recorded February 24, 2006 in Book 1398, Page 70, Public Records of Flagler County, Florida as affected by Retail Water and Wastewater Service Agreement for the Hunter's Ridge Development in Flagler County recorded November 30, 2009 in Book 6421, Page 2821, Public Records of Volusia County, Florida.
5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION, as recorded August 7, 2009 in Map Book 37, Page(s) 38 and 39, Public Records of Flagler County, Florida, including, but not limited to, provisions for the following: (a) Plat Addendum recorded August 7, 2009 in Book 1730, Page 1052, Public Records of Flagler County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
6. Terms and conditions for Ordinance No. 2010-07 designating the Hunter's Ridge Temporary RV Storage Planned Unit Development (PUD) recorded February 1, 2011 in Book 1803, Page 798, Public Records of Flagler County, Florida.
7. Non Exclusive Drainage, Stormwater and Utility Easement by and between US Capital Alliance, LLC, a Florida limited liability company and Hunter's Ridge Oaks Community Development District No. 1 recorded January 11, 2017 in Book 2180, Page 1317, Public Records of Flagler County, Florida.
8. Terms and conditions for Notice of Establishment of The Hunter's Ridge Oaks Community Development District No. 1 recorded March 9, 2017 in Book 2191, Page 1731, Public Records of Flagler County, Florida.
9. Retail Utility Service Agreement for Hunter's Ridge DRI Service Area (Flagler County) by and between the City of Ormond Beach, Florida; Hunter's Ridge Oaks Community Development District No. 1; and, U.S. Capital Alliance, LLC, a Florida limited liability company recorded January 16, 2018 in Book 2253, Page 502, Public Records of Flagler County, Florida.
10. Terms and conditions for Resolution No. 2021-66 Amending and Replacing in its entirety the Development Order for Hunter's Ridge recorded November 24, 2021 in Book 2631, Page 556.
11. Amendment to Declarations of Hunter's Ridge Homeowners of East Florida recorded in _____ Public Records of Flagler County, Florida.
12. Declaration and Grant of Easement Agreement for Stormwater and Utilities, recorded May ____, 2022 in Book _____, Page _____.

BOOKER & ASSOCIATES, P.A.
ATTORNEYS AT LAW

KIM C. BOOKER
kbooker@bookerandassoc.com

GISSELLE CALDERON-CRUZ
gissellec@bookerandassoc.com

1019 TOWN CENTER DRIVE, SUITE 201
ORANGE CITY, FLORIDA 32763
PHONE (386) 774-6552
FAX (386) 774-5997

November 12, 2024

UPDATED TITLE OPINION PURSUANT TO SECTION 177.041, FLORIDA STATUTES

Flagler County
Board of Commissioners
Planning and Zoning Department
1769 East Moody Boulevard, Suite 105
Bunnell, Florida 32110

Re: HUNTERS RIDGE AIRPORT ROAD LLC, a Florida limited liability company
Opinion of Title

Dear Sir/Madam:

I have examined the title to the real property reflected on Exhibit "A" attached hereto and incorporated by this reference ("Property"). I am of the opinion that the fee simple title to the subject Property is held by HUNTERS RIDGE AIRPORT ROAD LLC, a Florida limited liability company, in good standing, by virtue of that certain Special Warranty Deed recorded in Official Records Book 2768, Page 509, in the Public Records of Flagler County, Florida.

The Property is encumbered by a mortgage in favor of Fairwinds Credit Union. As to any permitted exceptions, the Property is subject to the following Restrictions/Easements:

1. Mortgage in favor of Fairwinds Credit Union, recorded in Official Records Book 2768, Page 514, in the Public Records of Flagler County, Florida;
2. Assignment of Rents, etc., recorded in Official Records Book 2768, Page 533, in the Public Records of Flagler County, Florida;
3. Financing Statement, recorded in Official Records Book 2768, Page 540, in the Public Records of Flagler County, Florida;
4. Amended Notice of Commencement, recorded in Official Records Book 2884, Page 1506, in the Public Records of Flagler County, Florida;
5. Amended Notice of Commencement, recorded in Official Records Book 2911, Page 1643, in the Public Records of Flagler County, Florida.
6. Notice of Environmental Resource Permit, recorded in Official Records Book 2819, Page 1122, in the Public Records of Flagler County, Florida.

7. Right-Of-Way Agreement granted to Florida Power & Light Company recorded September 30, 1971 in Book 38, Page(s) 50 as affected by Memorandum of Right-Of-Way Consent Agreement by and between Hunter's Ridge Residential Golf Properties, Inc. and Florida Power & Light Company recorded September 16, 2005 in Book 1319, Page 1953, all of the Public Records of Flagler County, Florida.

8. Easement Deed granted to the City of Ormond Beach, Florida recorded January 19, 1987 in Book 302, Page 257 as affected by Corrective Easement Deed December 14, 1987 in Book 333, Page 65, Public Records of Flagler County, Florida.

9. Interlocal Bulk Water and Wastewater Treatment Service Interim Agreement for The Hunter's Ridge Development in Flagler County recorded February 24, 2006 in Book 1398, Page 70, Public Records of Flagler County, Florida as affected by Retail Water and Wastewater Service Agreement for the Hunter's Ridge Development in Flagler County recorded November 30, 2009 in Book 6421, Page 2821, Public Records of Volusia County, Florida.

10. Declaration of Covenants and Restrictions for the HUNTER'S RIDGE SUBDIVISION Volusia County/Flagler County, Florida and Notice of Provisions of Hunter's Ridge Homeowners Association of East Florida, Inc. and Notice of Provisions of Hunter's Ridge Water, Environment and Wildlife Management Association, Inc. and Notice of Provisions of Hunter's Ridge Utility Corp., which contains provisions for a private charge or assessments, dated April 24, 1990, recorded December 4, 2006 in Book 1512, Page(s) 1642 through 1742, inclusive (includes and made a part thereof First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Amendment(s) to Declaration of Covenants and Restrictions) (First Amendment also recorded July 17, 1991 in Book 451, Page 909)) and further amended by Twelfth Amendment recorded January 6, 2010 in Book 1751, Page 1511; Thirteenth Amendment recorded January 6, 2010 in Book 1751, Page 1519; Fourteenth Amendment recorded January 6, 2010 in Book 1751, Page 1524; Fifteenth Amendment recorded January 6, 2010 in Book 1751, Page 1530; Sixteenth Amendment recorded April 11, 2016 in Book 2121, Page 1071; Seventeenth Amendment recorded May 6, 2010 in Book 1767, Page 303; Amended Seventeenth Amendment recorded January 27, 2014 in Book 1987, Page 274; Eighteenth Amendment recorded March 28, 2012 in Book 1861, Page 743; Nineteenth Amendment recorded January 3, 2014 in Book 1982, Page 877; Twentieth Amendment recorded October 22, 2014 in Book 2030, Page 1184; Twenty First Amendment recorded April 23, 2015 in Book 2059, Page 1855; Twenty Second Amendment recorded July 18, 2016 in Book 2144, Page 585; Twenty Third Amendment recorded September 5, 2018 in Book 2304, Page 721; Twenty Fourth Amendment recorded January 9, 2019 in Book 2329, Page 706; Twenty Fifth Amendment recorded May 7, 2020 in Book 2440, Page 1212; Twenty Sixth Amendment recorded December 1, 2020 in Book 2500, Page 482, including provisions for Notice of Recording the Articles of Merger

of Hunter's Ridge Water, Environment and Wildlife Management Association, Inc. and Hunter's Ridge Homeowners Association of East Florida, Inc. recorded July 19, 2011 in Book 1825, Page 494 re-recorded August 30, 2011 in Book 1831, Page 162 and Notice of Hunters Ridge Homeowners Association of East Florida, Inc. Under S. 720.3032, Florida Statutes, and Notice to Preserve and Protect Covenants and Restrictions from Extinguishment Under the Marketable Record Title Act, Chapter 712, Florida Statutes recorded March 16, 2020 in Book 2428, Page 442; and, Twenty Seventh Amendment to the Declaration for Hunter's Ridge Subdivision and Notice of Provisions of Hunter's Ridge Homeowners Association of East Florida, Inc. recorded May 24, 2022 in Book 2690, Page 171, all of the Public Records of Flagler County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION, as recorded August 7, 2009 in Map Book 37, Page(s) 38 and 39, Public Records of Flagler County, Florida, including, but not limited to, provisions for the following: (a) Plat Addendum recorded August 7, 2009 in Book 1730, Page 1052, Public Records of Flagler County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

12. Non Exclusive Drainage, Stormwater and Utility Easement by and between US Capital Alliance, LLC, a Florida limited liability company and Hunter's Ridge Oaks Community Development District No. 1 recorded January 11, 2017 in Book 2180, Page 1317, Public Records of Flagler County, Florida.

13. Retail Utility Service Agreement for Hunter's Ridge DRI Service Area (Flagler County) by and between the City of Ormond Beach, Florida; Hunter's Ridge Oaks Community Development District No. 1; and, U.S. Capital Alliance, LLC, a Florida limited liability company recorded January 16, 2018 in Book 2253, Page 502, Public Records of Flagler County, Florida.

14. Terms and conditions for Resolution No. 2021-66 Amending and Replacing in its entirety the Development Order for Hunter's Ridge recorded November 24, 2021 in Book 2631, Page 556.

15. Declaration and Grant of Easement Agreement for Stormwater and Utilities, by and between US Capital Alliance, LLC, a Florida limited partnership, their successors or assigns and Hunter's Ridge Homeowners Association of East Florida, a Florida not for profit corporation and Preston Court II, LLC, a New York limited liability company recorded May 24, 2022 in Book 2690, Page 163, Public Records of Flagler County, Florida.

This opinion shall be certified through November 6, 2024 at 8:00 a.m. If you have any questions regarding this matter, please do not hesitate to give me a call.

Sincerely,

Booker & Associates, P.A.

A handwritten signature in blue ink, appearing to read 'KCB', followed by a horizontal line extending to the right.

By: _____
Kim C. Booker, Attorney at Law

Attachment

cc: Hunters Ridge Airport Road, LLC

EXHIBIT "A"

Parcel ID #22-14-31-0000-01010-0110

A PORTION OF LAND SITUATED IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, LYING SOUTHERLY OF AND ADJACENT TO AIRPORT ROAD, SUBJECT TO A 236' WIDE POWER LINE EASEMENT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT BEING THE SOUTHEAST CORNER OF SAID SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEAR S88°19'07"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 A DISTANCE OF 226.47'; THENCE DEPARTING SAID SECTION LINE N01°14'34"W A DISTANCE OF 158.45'; THENCE S88°16'13"W A DISTANCE OF 177.90'; THENCE N33°36'00"W A DISTANCE OF 741.80'; THENCE S88°13'01"W A DISTANCE OF 225.53'; THENCE N55°08'47"W A DISTANCE OF 659.70' TO THE EASTERLY LINE OF A 236' WIDE POWER LINE EASEMENT; THENCE N00°59'59"W ALONG SAID EAST LINE OF A 236' POWER LINE EASEMENT A DISTANCE OF 2103.68' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE N00°59'59"W A DISTANCE OF 459.65 TO POINT OF CURVATURE IN THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD (100 R/W) RECORDED AT MAP BOOK 37, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, CONCAVE SOUTHERLY, THENCE ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF 07°17'57", A RADIUS OF 1000.00', AN ARC LENGTH OF 127.39', A CHORD BEARING OF N78°28'18" E, AND A CHORD DISTANCE OF 127.31'. TO A POINT OF REVERSE CURVATURE, CONCAVE NORTHERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 05°11'49", A RADIUS OF 5000.00', AN ARC LENGTH OF 453.53', A CHORD BEARING OF N79°31'21"E, AND A CHORD DISTANCE OF 453.37'; THENCE N76°55'26"E A DISTANCE OF 78.99' TO A POINT OF CURVATURE, CONCAVE SOUTHERLY; THENCE ALONG THE CURVE TO THE RIGHT HAVING A DELTA OF 14°40'11", A RADIUS OF 800.00', AN ARC LENGTH OF 204.83', A CHORD BEARING OF N84°15'32"E, AND A CHORD DISTANCE OF 204.27'; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S08°30'02"W A DISTANCE OF 702.27'; THENCE N81°07'02"W A DISTANCE OF 60.90' TO THE NORTHEAST CORNER OF TRACT "P," ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGE 42, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE CONTINUE ALONG THE NORTH LINE OF TRACT "P" N81°07'02"W A DISTANCE OF 144.76'; THENCE S74°46'33"W A DISTANCE OF 33.74' TO A POINT OF CURVATURE, CONCAVE SOUTHERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 79°34'35", A RADIUS OF 75.00', AN ARC LENGTH OF 104.17', A CHORD BEARING OF N78°53'56"W, AND A CHORD DISTANCE OF 95.99'; THENCE N53°49'09"W A DISTANCE OF 91.12'; THENCE S70°33'12"W A DISTANCE OF 70.23'; THENCE N86°22'07"W A DISTANCE OF 269.73' TO THE EAST LINE OF SAID 236' EASEMENT TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SUZANNE JOHNSTON Flagler County Tax Collector

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2023 Paid Real Estate

Attachment 5

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2023	2214310000010100110	83631	005	

HUNTERS RIDGE AIRPORT ROAD LLC
1590 TROY AVENUE
BROOKLYN, NY 11234

2730 AIRPORT RD
ORMOND BEACH 32174

10.44 ACRES THAT PORTION LYING ALONG
SLY ROW OF AIRPORT RD AND ELY ALONG
FPL EASEMENT OR 1678/546 OR 1732/1629
OR 2116/1079 OR 2694/133 OR 2691/149-(M)
See Additional Legal on Tax Roll

Flagler County Suzanne Johnston
Paid By Yonkers 300, LLC
11/30/2023 \$16,118.92
Receipt # INT-23-00041725

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	1,204,020	7.9297	0	1,204,020	9,547.52
ESL	386-313-4008	1,204,020	0.1250	0	1,204,020	150.50
2015 G O BONDS	386-313-4008	1,204,020	0.1546	0	1,204,020	186.14
2009/2016 ESL BONDS	386-313-4008	1,204,020	0.1250	0	1,204,020	150.50
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	1,204,020	3.1550	0	1,204,020	3,798.68
DISCRETIONARY	386-437-7526	1,204,020	0.7480	0	1,204,020	900.61
CAP. OUTLAY	386-437-7526	1,204,020	1.5000	0	1,204,020	1,806.03
ST. JOHNS RIVER WATER MGMT	386-329-4500	1,204,020	0.1793	0	1,204,020	215.88
FL INLAND NAVIGATION DISTRICT	561-627-3386	1,204,020	0.0288	0	1,204,020	34.68
TOTAL MILLAGE		13.9454	TOTAL AD VALOREM TAXES		\$16,790.54	

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
TOTAL NON-AD VALOREM TAXES			\$0.00
TOTAL COMBINED TAXES AND ASSESSMENTS			\$16,790.54

If Paid By	Nov 30, 2023				
Please Pay	\$16,118.92				

RETAIN FOR YOUR RECORDS

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2023 Paid Real Estate

ACCOUNT NUMBER	ALT KEY
2214310000010100110	83631
PROPERTY ADDRESS	
2730 AIRPORT RD ORMOND BEACH 32174	

HUNTERS RIDGE AIRPORT ROAD LLC
1590 TROY AVENUE
BROOKLYN, NY 11234

Make checks payable to:
Suzanne Johnston
Flagler County Tax Collector
PO Box 846 Bunnell, FL 32110
386-313-4160

Pay online at www.Flaglertax.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
<input type="checkbox"/>	If Paid By Nov 30, 2023 \$16,118.92
<input type="checkbox"/>	If Paid By
<input type="checkbox"/>	If Paid By
<input type="checkbox"/>	If Paid By
<input type="checkbox"/>	If Paid By

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE





November 19, 2024

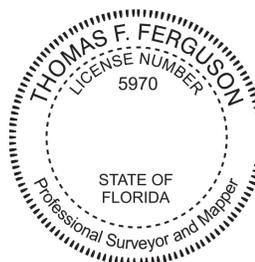
**Approval Letter
For
Plat Review
of
Hunter’s Ridge Storage**

Section 22, Township 14 South, Range 31 East, Flagler County, Florida

On this Date November 19, 2024 I, Thomas F Ferguson a Professional Land Surveyor and Mapper, LS5970 in the State of Florida under the Florida Statues, Chapter 472 have reviewed the Plat of Hunter’s Ridge Storage in Flagler County, Florida and found it to comply with the requirements of Chapter 177, Florida Statutes and Flagler County Platting Regulations.

**Sincerely, Thomas F
Ferguson**

Digitally signed by Thomas F Ferguson
DN: c=US, o=Unaffiliated,
dnQualifier=A01410D000001904F3E16
91000789ED, cn=Thomas F Ferguson
Date: 2024.11.19 15:39:42 -05'00'



**Thomas F Ferguson, PSM 5970
Survey Division Project Manager**

