



# Flagler County Board of County Commissioners Meeting Agenda

February 20, 2023 • 5:00 p.m.

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

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:** Flagler Reads Together – March 2023 *(Requested by the Friends of the Library)*
  - 4c) **Presentations:** None
5. **Community and Board Comments:**
  - 5a) **Community Outreach:** *This thirty-minute time period has been allocated for public comment on any consent agenda item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.*
  - 5b) **Board Comments on Consent Items**
6. **Consent: Constitutional Officers:**
  - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
    - 1) Disbursement Report for Week Ending January 20, 2023
    - 2) Disbursement Report for Week Ending January 27, 2023
  - 6b) **Clerk: Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
    - 1) January 17, 2023 Workshop
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 a Resolution to Allow Florida Development Finance Corporation to Issue Advantageous Revenue Bond Financing to Waste Pro USA, Inc. for the Flagler County Portion of the Issuance of the Series 2023 Bonds and to the Use of a Portion of the Proceeds to Finance the Improvements to Waste Pro's Flagler County Facility in an Aggregate Principal Amount Not to Exceed \$4,000,000** Recommend the Board Approve the Resolution consenting to the Florida Development Finance Corporation issuing revenue bonds to WastePro for improvements to its facility in Bunnell. *(Requested by E. John Brower, Financial Services Director)*
- 7-d) Consideration of an Amendment to the Fiscal Year 2022-23 Budget for Impacts of Hurricane Nicole** Request the Board approve the Unanticipated Revenue Resolution, Budget Transfer, and Interfund Loan I. *(Requested by E. John Brower, Financial Services Director)*
- 7-e) Consideration of FEMA Reimbursement for Hurricane Ian through Federal Disaster Grant Assistance:** Request the Board approve the grant agreement and resolution authorizing the County Administrator to execute the grant agreement as approved to form by the County Attorney. *(Requested by E. John Brower, Financial Services Director and Michael Catalano, Financial Analyst)*
- 7-f) Adoption of a Resolution to Designate by Map that Ownership and Maintenance in Opossum Lane (County Road 14) is Vested in Flagler County:** Request the Board adopt the resolution vesting the County's ownership and maintenance in Opossum Lane (also known as County Road 14). *(Requested by Adam Mengel, Growth Management Director)*
- 7-g) Consideration of Approval of the First Amendment to the Standard Grant Agreement #23FL1 between the Florida Department of Environmental Protection (FDEP) and Flagler County Board of County Commissioners for the 2022 Hurricane Ian and Nicole Emergency Recovery Project:** Request the Board to approve the First Amendment to the Standard Agreement #23FL1 between the Florida Department of Environmental Protection (FDEP) and Flagler County Board of County Commissioners. *(Requested by Faith Alkhatib, County Engineer)*
- 7-h) Consideration and approval of the following; 1) Standard Grant Agreement #23FL3 between the Florida Department of Environmental Protection (FDEP) and Flagler County Board of County Commissioners for implementation of the Washington Oaks Garden State Park (WOGSP) Dune Restoration Project in the amount of \$1,867,699.80; 2) First Amendment to the Construction Agreement 23-010B between Flagler County and Eastman Aggregate Enterprises, LLC for construction of the WOGSP Dune Restoration Project in the amount of \$1,726,809.60; 3) First Amendment to the Professional Services Agreement 21-009Q between Flagler County and Eisman and Russo for Construction Engineering and Inspection Services (CEI) for the WOGSP Dune Restoration Project in the amount of \$140,890.20; and 4) Amending the FY 2022-23 Budget for Unanticipated Grant Revenue:** Request the Board to approve 1) the Standard Grant Agreement Number 23FL3 and the Authorizing Resolution between Flagler County and the FDEP for implementation of the WOGSP Dune Restoration Project in the amount of \$1,867,699.80; 2) First Amendment to the Construction Agreement 23-010B with Eastman Aggregate Enterprises, LLC in the amount of \$1,726,809.60; 3) First Amendment to the Professional Services Agreement 21-009Q with Eisman and Russo in the amount of \$140,890.20; and 4) approve

the Unanticipated Revenue Resolution. Upon receipt of the Amendment documents executed by Eastman Aggregate Enterprises and Eisman and Russo, authorize the Chair to execute the Amendment documents as approved as to form by the County Attorney and to authorize the County through the County Administrator and County Engineer to apply for advance payment as deemed appropriate. *(Requested by Faith Alkhatib, County Engineer)*

**7-i) Consideration and approval of the following; 1) Second Amendment to the Construction Agreement 23-010B between Flagler County and Eastman Aggregate Enterprises, LLC for construction of Dune Restoration Project in the amount of \$3,240,397.13; and 2) Second Amendment to the Professional Services Agreement 21-009Q between Flagler County and Eisman and Russo for Construction Engineering and Inspection Services (CEI) for the Painter's Hill Dune Restoration Project in the amount of \$149,077.43:** Request the Board to approve 1) Second Amendment to the Construction Agreement 23-010B with Eastman Aggregate Enterprises, LLC in the amount of \$3,240,397.13; and 2) Second Amendment to the Professional Services Agreement 21-009Q with Eisman and Russo in the amount of \$149,077.43. Upon receipt of the Amendment documents executed by Eastman Aggregate Enterprises and Eisman and Russo, authorize the Chair to execute the Amendment documents as approved as to form by the County Attorney. *(Requested by Faith Alkhatib, County Engineer)*

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

**8-a) Consideration of the Final Authorization to Award Request for Proposals Number 22-047, Inmate Facility Camera and Access Control System:** Request the Board consider the final Black Creek proposal of Request for Proposals Number 22-047P, Inmate Facility Camera and Access Control System, approve staff to award the contract to Black Creek Integrated Systems Corp; approve the budget transfer; and approve the Unanticipated Revenue Resolution. *(Requested by Matthew Rivera, Chief Information Officer and Robert Rounds, Purchasing Manager)*

**8-b) Adoption of a Resolution to Vacate a Portion of the Plat of the St. Johns Park Subdivision in the AC (Agriculture) Zoning District – Johnathan Dias and Elisabeth Dias, Husband and Wife – 3122 County Road 2006 West; Parcel #25-12-28-5600-000L0-0030:** Request the Board adopt the resolution for the vacation of the portion of the St. Johns Park Subdivision described as Lots 3 and 4, Block L, and Lot 2, Block M, and all that portion of Stewart Boulevard (60 foot right-of-way) lying south of Lot 3, Block L, and North of Lot 2, Block M, St. Johns Park Subdivision according to the plat thereof, recorded in Plat Book 1, Page 16, Public Records of St. Johns County, Florida, and also in Plat Book 29, Page 67, Public Records of Flagler County, Florida; said subdivision now being a part of Flagler County, Florida. *(Requested by Adam Mengel, Growth Management Director)*

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

*Time limits will be observed:*

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

**9-a) LEGISLATIVE – Seventh Amendment to the Hunter’s Ridge Development of Regional Impact. Applicant/Owner: Glen Fishman, President, U.S. Capital Alliance, LLC/Agent: Kim C. Booker, Booker & Associates, P.A.:** Options for the Board: 1) Approve; 2) Deny; or 3) Continue. *(Requested by Adam Mengel, Growth Management Director)*

## **10. Additional Reports and Comments:**

**10-a) County Administrator Report/Comments**

**10-b) County Attorney Report/Comments**

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

**10-d) Commission Reports/Comments/Action**

## **11. Adjournment**

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

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

**A PROCLAMATION OF THE  
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
DESIGNATING MARCH 1 – MARCH 31, 2023, AS  
“FLAGLER READS TOGETHER” IN FLAGLER COUNTY, FLORIDA**

**WHEREAS**, reading is the gateway skill for all learning; and

**WHEREAS**, reading literature inspires us to think about ourselves, our environment and our relationships; and

**WHEREAS**, talking about literature with friends, families and neighbors adds richness and depth to the experience of reading and enables the sharing of thoughts; and

**WHEREAS**, Flagler Reads Together 2023, will read the novel “**Our Missing Hearts**” by Celeste Ng. In this story we will follow the life of twelve-year-old Bird Gardner in search of his mother Margaret, a poet whose work was deemed unpatriotic. In an attempt to bring about social change, Margaret joins the vanguard at a personal cost to herself. This is a thought-provoking and timely story that depicts acts of racism, book banning and political protests. Celeste Ng also pays homage to Librarians as they become part of an underground network sharing information to help reunite families. Library staff and the Friends of the Library, encourages citizens of Flagler County to join in the 22<sup>nd</sup> annual **Flagler Reads Together** by reading and discussing this book; and

**WHEREAS**, Flagler Reads Together encourages a culture of reading and discussion in Flagler County by bringing our diverse County together around one book.

**NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS** believe in the power of the written word and do hereby proclaim **March 1 – March 31, 2023**, as “**Flagler Reads Together**” in Flagler County.

Adopted this 20<sup>th</sup> day of February 2023.

ATTEST:

Flagler County Board of  
County Commissioners

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

\_\_\_\_\_  
Gregory L. Hansen  
Chair

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

**Invoices Processed for period 01/16/23 to 01/20/23**

Item 6a(1)

<b>Check Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Net Trans Amt</b>	<b>Description</b>
01/17/23	709	P&A ADMINISTRATIVE SERVICES, INC	01.13.2023	\$523.91	01.13.2023
			Check Total	\$523.91	
01/17/23	710	P&A ADMINISTRATIVE SERVICES, INC	01.15.2023	\$201.61	01.15.2023
			Check Total	\$201.61	
01/17/23	711	P&A ADMINISTRATIVE SERVICES, INC	01.14.2023	\$195.10	01.14.2023
			Check Total	\$195.10	
01/17/23	712	P&A ADMINISTRATIVE SERVICES, INC	01.16.2023	\$49.66	01.16.2023
			Check Total	\$49.66	
01/18/23	713	EXPRESS TAX - TTL WIRE	Payroll0120	\$107,436.53	Week of 01/20/2023
			Check Total	\$107,436.53	
01/18/23	714	P&A ADMINISTRATIVE SERVICES, INC	01.17.2023	\$1,185.94	01.17.2023
			Check Total	\$1,185.94	
01/19/23	715	P&A ADMINISTRATIVE SERVICES, INC	01.13.2023 Manual	\$100.00	01.13.2023 Manual
			Check Total	\$100.00	
01/19/23	716	BANK OF AMERICA - P-CARD	Dec 2022 Pcard Purch	\$124,260.79	DECEMBER 2022 PCARD PURCHASES
			Check Total	\$124,260.79	
01/19/23	717	STATE OF FLORIDA	AIRPORT 1222 DOR	\$4,569.08	AIRPORT SALES TAX DEC 2022
			Check Total	\$4,569.08	
01/19/23	718	STATE OF FLORIDA	BULL CREEK 1222 DOR	\$764.45	BULL CREEK SALES TAX DOR DEC 2022
			Check Total	\$764.45	
01/19/23	719	STATE OF FLORIDA	PR PL 1222 DOR ST	\$411.35	PRINCESS PLACE SALES TAX DEC 2022
			Check Total	\$411.35	
01/19/23	720	STATE OF FLORIDA	PARKS 1222 DOR	\$291.13	PARKS SALES TAX DEC 2022
			Check Total	\$291.13	
01/19/23	721	STATE OF FLORIDA	BINGS 1222 DOR	\$178.72	BINGS LANDING SALES TAX DEC 2022

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$178.72	
01/19/23	723	STATE OF FLORIDA	LIBRARY 1222 DOR	\$6.40	LIBRARY SALES TAX DEC 2022
			Check Total	\$6.40	
01/20/23	724	NATIONWIDE RETIREMENT SOLUTIONS INC	Payroll0120	\$8,651.11	Week of 01/20/2023
			Check Total	\$8,651.11	
01/20/23	725	EXPERT PAY - CHILD SUPPORT WIRE	Payroll0120	\$1,127.32	Week of 01/20/2023
			Check Total	\$1,127.32	
01/20/23	726	FLAGLER CO TAX COLLECTOR	BULL CREEK 1222 TC	\$554.53	BULL CREEK TOURIST TAX DEC 2022
			Check Total	\$554.53	
01/20/23	727	FLAGLER CO TAX COLLECTOR	PR PL 1222 TOURIST	\$206.75	PRINCESS PLACE TOURIST TAX DEC 2022
			Check Total	\$206.75	
01/17/23	200844	A MOREA GROUP LLC	3409	\$6,631.95	HURRICANE NICOLE - EMERGENCY SAND
01/17/23	200844	A MOREA GROUP LLC	3417	\$5,062.50	HURRICANE NICOLE - EMERGENCY SAND
01/17/23	200844	A MOREA GROUP LLC	3444	\$6,091.53	HURRICANE NICOLE - EMERGENCY SAND
01/17/23	200844	A MOREA GROUP LLC	3448	\$4,822.20	HURRICANE NICOLE - EMERGENCY SAND
01/17/23	200844	A MOREA GROUP LLC	3454	\$4,568.63	HURRICANE NICOLE - EMERGENCY SAND
01/17/23	200844	A MOREA GROUP LLC	3471	\$5,694.57	SHELL MATERIAL FOR ROAD REPAIR - 23 LOADS
01/17/23	200844	A MOREA GROUP LLC	3491	\$5,694.57	SHELL MATERIAL - GREY SHELL - 23 LOADS
01/17/23	200844	A MOREA GROUP LLC	3503	\$6,684.93	SHELL MATERIAL - GREY SHELL - 27 LOADS
01/17/23	200844	A MOREA GROUP LLC	3515	\$3,713.85	SHELL MATERIAL FOR ROAD REPAIR - 15 LOADS
01/17/23	200844	A MOREA GROUP LLC	3575	\$6,189.75	SHELL MATERIAL REFD SHELL - 25 LAODS
01/17/23	200844	A MOREA GROUP LLC	3576	\$6,932.52	SHELL MATERIAL - RED SHELL - 28 LOADS
01/17/23	200844	A MOREA GROUP LLC	3577	\$6,189.75	SHELL MATERIAL - RED SHELL - 25 LOADS
			Check Total	\$68,276.75	
01/17/23	200845	ADVANCE AUTO PARTS	8483236176949	\$292.08	MISCELLANEOUS AUTO PARTS-#8483236176949
01/17/23	200845	ADVANCE AUTO PARTS	8483236176950	\$26.36	MISCELLANEOUS AUTO PARTS-#8483236176950
			Check Total	\$318.44	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/17/23	200846	AETNA BEHAVIORAL HEALTH LLC	E0284178	\$451.20	EMPLOYEE ASSISTANCE PROGRAM
			Check Total	\$451.20	
01/17/23	200847	ALBERT HADEED	TRAVEL 11.30.22	\$362.24	FACA 2022 MID YEAR CLE
			Check Total	\$362.24	
01/17/23	200848	ALL DAYTONA SEPTIC TANK SERVICE INC	34981	\$2,750.00	HURRICANE IAN - MAIRNELAND ACRES PUMP OUT
			Check Total	\$2,750.00	
01/17/23	200849	AMERICAN HEALTH ASSOCIATES, INC	RO-M011749	\$127.69	SS-IHC RO-M011749
			Check Total	\$127.69	
01/17/23	200850	AMERICAN JANITORIAL, INC.	23736	\$48,008.67	INV#23736 - January Monthly - 1.31.23
01/17/23	200850	AMERICAN JANITORIAL, INC.	23738	\$520.00	INV#23738 - December Additional Cleanings - 12.31
			Check Total	\$48,528.67	
01/17/23	200851	AT&T	386MOI-5331235056 12	\$199.00	AT&T SERVICES 12.16.22 - 01.15.23
			Check Total	\$199.00	
01/17/23	200852	AT&T INC	287291122839X0103202	\$115.25	FIRSTNET SERVCIES 11.26.22 - 12.25.22
01/17/23	200852	AT&T INC	287304363950X0103202	\$125.27	FIRSTNET SERVICES 11.26.22 - 12.25.22
			Check Total	\$240.52	
01/17/23	200853	AUTO PLUS AUTO PARTS	650117811	\$22.41	AUTOMOTIVE PARTS AND SUPPLIES-#650117811
			Check Total	\$22.41	
01/17/23	200854	AVI SURVIVAL LLC	4841	\$2,673.75	FLIGHT HELMET FOR NEW PILOT EGERTON
			Check Total	\$2,673.75	
01/17/23	200855	BEST VALUE COOLING AND HEATING	01862	\$5,000.00	EHEAP ARPA PER W. COSTELLO
			Check Total	\$5,000.00	
01/17/23	200856	BORLAND-GROOVER CLINIC PA	RO-M011883	\$168.83	SS-IHC RO-M011883
			Check Total	\$168.83	
01/17/23	200857	BOUND TREE MEDICAL LLC	84803048	\$121.20	MEDICAL SUPPLIES-#84803048
01/17/23	200857	BOUND TREE MEDICAL LLC	84804298	\$7,353.19	MEDICAL SUPPLIES-#84804298

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/17/23	200857	BOUND TREE MEDICAL LLC	84805443	\$128.40	MEDICAL SUPPLIES-#84805443
01/17/23	200857	BOUND TREE MEDICAL LLC	84815454	\$148.36	MEDICAL SUPPLIES
			Check Total	\$7,751.15	
01/17/23	200858	BRISKEY, WHITNEY	TRAVEL 12.01.22	\$124.50	FLORIDA ASSOCIATION OF TEEN COURTS ANNUAL CONF
			Check Total	\$124.50	
01/17/23	200859	CALL ONE, INC.	2177978	\$4,813.80	NEW CORDLESS PTT FOR 911 CALL CENTER
			Check Total	\$4,813.80	
01/17/23	200860	CANARX GROUP INC	INV36829	\$2,994.00	INV36829 Flagler 12.16.2022 - 12.31.2022
			Check Total	\$2,994.00	
01/17/23	200861	CARE WITH COMPASSION & DIGNITY, INC	DECEMBER 2022	\$1,025.92	HHS-CARE WITH COMPASSION & DIGNITY DEC 2022
			Check Total	\$1,025.92	
01/17/23	200862	CARR RIGGS & INGRAM LLC	17506517	\$35,000.00	Professional Auditing Services -
			Check Total	\$35,000.00	
01/17/23	200863	CDW GOVERNMENT LLC	FJ69993	\$213.01	XEROX MONTLY PRINT FEES
01/17/23	200863	CDW GOVERNMENT LLC	FS95445	\$191.57	XEROX MONTLY PRINT FEES
01/17/23	200863	CDW GOVERNMENT LLC	N060079	\$427.53	REMAINING AMOUNT FROM R532946
			Check Total	\$832.11	
01/17/23	200864	CHANGE HEALTHCARE	7004106152	\$9,346.45	AMBULANCE BILLING 11.1.22 - 11.30.22
			Check Total	\$9,346.45	
01/17/23	200865	CHURCH ON THE ROCK, PALM COAST	CHURCH RENT 0223	\$3,500.00	CHURCH RENT - CONG MEALS FEBRUARY 2023
			Check Total	\$3,500.00	
01/17/23	200866	CINTAS CORPORATION	4142149648	\$15.68	UNIFORM RENTALS 1.3.2023 - PURCHASING
			Check Total	\$15.68	
01/17/23	200867	CIRCLE OF HEALTH FAMILY PRACTICE,LL	RO-M011929	\$90.90	SS-IHC RO-M011929
			Check Total	\$90.90	
01/17/23	200868	CITY OF BUNNELL	05-0030-01 1122	\$12,689.71	1001 JUSTICE LN - 10.21.22 - 11.20.22
			Check Total	\$12,689.71	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/17/23	200869	CITY OF FLAGLER BEACH	0000002671	\$730.35	FUEL DEPOT - DEC 2022
			Check Total	\$730.35	
01/17/23	200870	CITY OF PALM COAST	343628-23229 1122	\$7,059.79	170 AVIATION DR 10.13.22 - 11.15.22
01/17/23	200870	CITY OF PALM COAST	343628-23229 1222	\$6,019.18	170 AVIATION DR 11.15.22 - 12.14.22
01/17/23	200870	CITY OF PALM COAST	694409-19097 1222	\$1,796.85	14 PALM HARBOR VILLAGE WAY 11.15.22 - 12.14.22
01/17/23	200870	CITY OF PALM COAST	RO U003480	\$300.00	PCW ASSIST MELK VYAS RO U003480
01/17/23	200870	CITY OF PALM COAST	RO U003481	\$300.00	PCW ASSIST MELK VYAS RO U003481
01/17/23	200870	CITY OF PALM COAST	RO U003521	\$300.00	PCW ASSIST ONEAL RO U003521
01/17/23	200870	CITY OF PALM COAST	RO U003522	\$291.42	PCW ASSIST ADAMS RO U003522
01/17/23	200870	CITY OF PALM COAST	RO U003523	\$300.00	PCW ASSIST GIVENS RO U003523
01/17/23	200870	CITY OF PALM COAST	RO U003524	\$232.58	PCW ASSIST GIVENS RO U003524
01/17/23	200870	CITY OF PALM COAST	RO U003525	\$300.00	PCW ASSIST ROBINSON RO U003525
01/17/23	200870	CITY OF PALM COAST	RO U003527	\$201.48	PCW ASSIST GORDON RO U003527
01/17/23	200870	CITY OF PALM COAST	RO U003528	\$300.00	PCW ASSIST MCINTOSH RO U003528
01/17/23	200870	CITY OF PALM COAST	RO U003529	\$209.75	PCW ASSIST MCINTOSH RO U003529
			Check Total	\$17,611.05	
01/17/23	200871	CIVICPLUS, LLC	251418	\$900.00	ONLINE CODE HOSTING - 3.1.23 - 2.29.24
			Check Total	\$900.00	
01/17/23	200872	CLARION GROUP INC.	RO R001813	\$1,750.00	RENT ASSIST GORDON RO R001813
			Check Total	\$1,750.00	
01/17/23	200873	DEAN STEEL BUILDINGS	TV01628	\$435,728.80	CONSTRUCTION OF THE T-HANGARS
			Check Total	\$435,728.80	
01/17/23	200874	DEANGELO CONTRACTING SERVICES	4063	\$7,066.53	INV#4063 - Oct-Dec Pond Treatments - 12.1
			Check Total	\$7,066.53	
01/17/23	200875	EASTERN AVIATION FUELS INC	3720424	\$35,365.10	AVIATION FUEL RESALE
01/17/23	200875	EASTERN AVIATION FUELS INC	R3717074	\$1,700.00	3K JET/1.2K AVGAS TRUCK RENT

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$37,065.10	
01/17/23	200876	POPOVIC CONSULTING GROUP, LLC	1355	\$1,924.50	AIR QUALITY TESTING
01/17/23	200876	POPOVIC CONSULTING GROUP, LLC	1356	\$2,494.50	AIR QUALITY TESTING
			Check Total	\$4,419.00	
01/17/23	200877	ENVIRONMENTAL CONTROL SYSTEMS INC	27528	\$425.00	SEPTIC PUMP OUT - STABLE RESTROOMS
01/17/23	200877	ENVIRONMENTAL CONTROL SYSTEMS INC	27637	\$425.00	PUMP & CLEAN SEPTIC TANK-STABLE RESTROOMS
			Check Total	\$850.00	
01/17/23	200878	ENVIRONMENTAL LAND SERVICES OF FC	145545	\$77.30	C&D AND YARD WASTE TIPPING FEE
			Check Total	\$77.30	
01/17/23	200879	FASTENAL COMPANY	FLORM53255	\$695.84	SAFETY SUPPLIES-#FLORM53255
			Check Total	\$695.84	
01/17/23	200880	FLAGLER CO PROPERTY APPRAISER	QT 2 FY23	\$605,494.16	QT 2 DUE FOR FY23
			Check Total	\$605,494.16	
01/17/23	200881	FLAGLER CO SHERIFF OFFICE	BUDGET 0223	\$3,051,895.83	BUDGET DUE FOR 0223
			Check Total	\$3,051,895.83	
01/17/23	200882	FLAGLER CO SUPERVISOR OF ELECTIONS	FY23 #5	\$123,715.69	FY23 #5 - FEB
			Check Total	\$123,715.69	
01/17/23	200883	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	POSTAGE 1122	\$163.78	POSTAGE FOR NOVEMBER
			Check Total	\$163.78	
01/17/23	200884	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	3044	\$8,919.57	TRANSPORTATION FOR 3B CONGREGATE MEALS DEC 2022
			Check Total	\$8,919.57	
01/17/23	200886	FLAGLER COUNTY PUBLIC SCHOOL DISTRICT	2021/22	\$25,000.00	INTERLOCAL AGREEMENT FOR BTS&RC
			Check Total	\$25,000.00	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/17/23	200887	FLORIDA GOVERNMENT UTILITY AUTHORITY	REIMBURSEMEN T 0123	\$299,809.76	REIMB GRANT FUNDS RECIEVED - PLANTATION BAY UTIL.
			Check Total	\$299,809.76	
01/17/23	200888	FLORIDA POWER & LIGHT COMPANY	15898-02519 1222	\$823.12	150 SAWGRASS RD #AG CENTER 12.2.22 - 1.4.23
01/17/23	200888	FLORIDA POWER & LIGHT COMPANY	31022-57114 12.22	\$440.31	1001 JUSTICE LN #SFTY COMM 11.30.22 - 12.30.22
01/17/23	200888	FLORIDA POWER & LIGHT COMPANY	41445-07755 1122	\$201.18	1 RIMI RIDGE BLVD #FIRE STA 11.22.22 - 12.22.22
01/17/23	200888	FLORIDA POWER & LIGHT COMPANY	70616-13076 1222	\$380.78	7570 COUNTY RD 304 #COM TWR #A 11.21.22 - 12.21.22
01/17/23	200888	FLORIDA POWER & LIGHT COMPANY	88277-77288 1222	\$438.74	1250 S OLD DIEX HWY #CELL TWR 12.1.22 - 1.3.23
01/17/23	200888	FLORIDA POWER & LIGHT COMPANY	91498-48013 0123	\$7,532.31	1769 E MOODY BLVD #3 EOC 12.6.22 - 1.6.23
			Check Total	\$9,816.44	
01/17/23	200889	FLORIDA POWER & LIGHT COMPANY- ASSIS	RO U003519	\$128.37	FPL ASSIST ONEAL RO U003519
			Check Total	\$128.37	
01/17/23	200890	FPL ENERGY SERVICES	1100218551 1222	\$1,408.80	1002 JUSTICE LN - 12.16.22 - 1.6.23
			Check Total	\$1,408.80	
01/17/23	200891	FRESH PRINTS OF PALM COAST LLC	3031	\$1,764.00	FCFR SHIRTS & JACKETS
			Check Total	\$1,764.00	
01/17/23	200892	GEOSYNTEC CONSULTANTS, INC.	129493682	\$11,437.05	PROF SVCS FOR STORMWATER MASTER RSQ 19-038Q
			Check Total	\$11,437.05	
01/17/23	200893	GIDDENS SECURITY CORP	23466597	\$3,182.40	INV#23466597 - GSB - December - 1.5
01/17/23	200893	GIDDENS SECURITY CORP	23466598	\$12,640.80	INV#23466598 - Justice Center - December - 1.5
			Check Total	\$15,823.20	
01/17/23	200894	GRAFT, INC	652702	\$395.00	GRAFT - UK WEB PACKAGE - JANUARY 2023
			Check Total	\$395.00	
01/17/23	200895	GRAYBAR ELECTRIC INC.	9330140791	\$86.40	ELECTRICAL, LIGHTING, DATA COM-#9330140791

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/17/23	200895	GRAYBAR ELECTRIC INC.	9330156449	\$13.36	ELECTRICAL, LIGHTING, DATA COM-#9330156449
			Check Total	\$99.76	
01/17/23	200896	HERITAGE FUNERAL & CREMATION SRVC	RO B000324	\$600.00	INDIGENT CREMATION YACKWACK RO B000324
			Check Total	\$600.00	
01/17/23	200897	KARL N. FLAGG SERENITY MEMORIAL	TRANSPORT 1222	\$6,300.00	TRANSPORT OF CADAVERS
			Check Total	\$6,300.00	
01/17/23	200898	KNIGHT JON BOY INC	362213	\$80.00	INV#362213 - Lake Diston - 12.30.22
01/17/23	200898	KNIGHT JON BOY INC	362214	\$80.00	INV#362214 - Graham Swamp - 12.30.22
01/17/23	200898	KNIGHT JON BOY INC	362215	\$80.00	INV#362215 - Hammock - 12.30.22
01/17/23	200898	KNIGHT JON BOY INC	362216	\$480.00	INV#362216 - Princess Place - 12.30.22
01/17/23	200898	KNIGHT JON BOY INC	362217	\$120.00	INV#362217 - River to Sea - 12.30.22
01/17/23	200898	KNIGHT JON BOY INC	362218	\$80.00	Portalet Rentals, 305-BIG RED BARN-NEAR 100
			Check Total	\$920.00	
01/17/23	200899	LEVEL 3 COMMUNICATIONS LLC	620176087	\$1,973.88	CHARGES DUE
			Check Total	\$1,973.88	
01/17/23	200900	MANSFIELD OIL COMPANY	23873012	\$20,478.49	BULK OIL-#23873012
01/17/23	200900	MANSFIELD OIL COMPANY	23889161	\$28,584.87	BULK OIL-#23889161
			Check Total	\$49,063.36	
01/17/23	200901	MARIANNE HUSTON	TR 01.05.23	\$355.62	ENC1102
			Check Total	\$355.62	
01/17/23	200902	MASSEY SERVICES INC	01012023	\$4,352.00	INV#01012023 - Jan-Mar Pest Service - 1.1.23
			Check Total	\$4,352.00	
01/17/23	200903	MAUDLIN TRUCKS, LLC	X205011301:02	\$233.00	FILTERS FOR HEAVY EQUIPMENT-#X205011301:02
			Check Total	\$233.00	
01/17/23	200904	NAFECO	1181399	\$1,134.00	HARD SUCTION LINE
01/17/23	200904	NAFECO	1181674	\$4,896.00	FIRE FIGHTING FOAM
01/17/23	200904	NAFECO	1182371	\$3,907.00	FIRECRAFT GLOVES

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/17/23	200904	NAFECO	1183136	\$729.78	FIREFIGHTER BOOTS
01/17/23	200904	NAFECO	1183293	\$4,115.50	FIRE EQUIPMENT/SUPPLIES
01/17/23	200904	NAFECO	1183295	\$141.75	FIRE EQUIPMENT/SUPPLIES
01/17/23	200904	NAFECO	1183331	\$2,086.30	FIRECRAFT GLOVES, HOODS
			Check Total	\$17,010.33	
01/17/23	200905	OPERATIVE IQ	49282	\$65.00	ZEBRA BARCODE LABEL KIT AND SHIPPING
			Check Total	\$65.00	
01/17/23	200906	OTIS ELEVATOR COMPANY	100401022126	\$233.00	ELEVATOR INSPECTIONS AND MAINT - 1.14.23 - 1.31.23
			Check Total	\$233.00	
01/17/23	200907	P&A ADMINISTRATIVE SERVICES, INC	F79410463849	\$1,368.40	January 2023 Admin Fees
			Check Total	\$1,368.40	
01/17/23	200908	PALM COAST HISTORICAL SOCIETY	0001	\$1,250.00	2022/2023-1ST QTR TOURISM GRANT PAYMENT
			Check Total	\$1,250.00	
01/17/23	200909	PALM COAST HOMES & LAND INC.	RO R001810	\$2,000.00	RENT ASSIST CABEZA RO 01810
			Check Total	\$2,000.00	
01/17/23	200910	PALM COAST MUSIC FESTIVAL, INC	1105	\$3,000.00	PALM COAST SONGWRITERS FESTIVAL MAY 4-7, 2023
			Check Total	\$3,000.00	
01/17/23	200911	PALM COAST SIGNS & GRAPHICS INC	22-1678	\$145.00	4X4 SIGN - WADSWORTH DOG PARK
			Check Total	\$145.00	
01/17/23	200912	PALM POINTE HOLDINGS	RO R001812	\$1,300.00	RENT ASSIST MARSHALL RO R001812
			Check Total	\$1,300.00	
01/17/23	200913	EMENS, BRITTANY	5685 - EMENS	\$100.00	5685 - HAW CREEK CC-CANCELLATION-DEP
			Check Total	\$100.00	
01/17/23	200914	RING POWER CORPORATION	01WR8376477	\$3,477.39	EQUIPMENT PARTS AND SERVICE
			Check Total	\$3,477.39	
01/17/23	200915	RISK MANAGMENT ASSOCIATES INC	84553	\$5,336.00	POLICY 9019379 12/2022-12/10/2023 AVIATION LIAB.
			Check Total	\$5,336.00	
01/17/23	200916	SAFARI MICRO INC.	SM397857	\$3,010.60	NEW MONITOR COURT INNOV

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$3,010.60	
01/17/23	200917	SEI ELEVATORS LLC	201309	\$1,362.00	INV#201309 - January Monthly - 1.1.23
01/17/23	200917	SEI ELEVATORS LLC	5000896	\$390.00	INV#5000896 - GSB - Troubleshoot Ele 1 - 12.27
			Check Total	\$1,752.00	
01/17/23	200918	SOUTHEAST POWER SYSTEMS OF ORLANDO	12 549905	\$3,546.91	FLEET VEHICLE REPAIR FCSO 6060
			Check Total	\$3,546.91	
01/17/23	200919	ST. JOHNS FIRE EQUIPMENT	8691	\$2,160.00	24@FIRE SUPPRESSION SYSTEM INSPECTION
			Check Total	\$2,160.00	
01/17/23	200920	STATE OF FLORIDA	2S34480001-20221214	\$24.07	DAYTONA BEACH TELEPHONE SVC NOV 2022
01/17/23	200920	STATE OF FLORIDA	2S34620001-20221214	\$0.91	DEDICATED LONG DISTANCE
01/17/23	200920	STATE OF FLORIDA	2S34640001-20221214	\$48.14	DAYTONA BEACH TELEPHONE SVC NOV 2022
01/17/23	200920	STATE OF FLORIDA	2S34680001-20221214	\$0.07	LONG DISTANCE
01/17/23	200920	STATE OF FLORIDA	2S34750001-20221214	\$1,376.41	MYFLORIDANET-2
			Check Total	\$1,449.60	
01/17/23	200921	STRYKER MEDICAL	3994875M	\$1,865.06	TITAN III WIFI GATEWAY
			Check Total	\$1,865.06	
01/17/23	200922	SUBURBAN PROPANE L.P.	RO U003526	\$160.54	UTILITY ASSIST BALLARD RO U003526
			Check Total	\$160.54	
01/17/23	200923	TAYLOR, COTTON & RIDLEY INC	117397	\$20,967.32	FCSO PURCHASING BLDG - DOORS,FRAMES,HARDWARE
			Check Total	\$20,967.32	
01/17/23	200924	TECO PEOPLES GAS	211012619618 1222	\$795.46	1002 JUSTICE LN 12.1.22 - 12.29.22
			Check Total	\$795.46	
01/17/23	200925	THE BANK OF NEW YORK MELLON TRUST COMPANY, NA	252-2521412	\$825.00	AGENT FEE 02.26.23-02.25.24 - FLAGCOREF 15
			Check Total	\$825.00	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/17/23	200926	TOMOKA SURGERY CENTER, LLC	RO-M011916	\$974.14	SS-IHC RO-M011916
			Check Total	\$974.14	
01/17/23	200927	TOUCHPOINT INC.	158456	\$331.18	FINAL PAYMENT FROM FY22 - 3YR 2 SVS CLOUD
			Check Total	\$331.18	
01/17/23	200928	TRAFFIC SUPPLIES AND DISTRIBUTION,	23379	\$1,871.55	SIGNS, HARDWARE, & DELIVERY CHARGE
01/17/23	200928	TRAFFIC SUPPLIES AND DISTRIBUTION,	23380	\$2,040.45	SIGNS, HARDWARE, AND DELIVERY CHARGE
			Check Total	\$3,912.00	
01/17/23	200929	TYLER TECHNOLOGIES, INC	045-402067	\$12,000.00	50% OF DEDICATED PROJECT MANAGER-DEC 2022
01/17/23	200929	TYLER TECHNOLOGIES, INC	045-404345	\$5,659.00	TYLER MUNIS IMPLEMENTATION FEES
01/17/23	200929	TYLER TECHNOLOGIES, INC	130-130541	\$312,172.83	RENEW TYLER ANNUAL MAINTENANCE FEES 10.1.22-9.30.2
01/17/23	200929	TYLER TECHNOLOGIES, INC	130-130767	\$45,927.00	TYLER CAD ANNUAL MAINTENANCE FEES 10.1.22-9.30.23
			Check Total	\$375,758.83	
01/17/23	200930	VERDEGO LANDSCAPE, LLC	10378A	\$12,566.08	INV#10378A - January Landscaping - 1.1.23
			Check Total	\$12,566.08	
01/17/23	200931	VERIZON WIRELESS	9923747967	\$221.40	WIRELESS PHONE SERVICE FOR STATE ATTORNEY
			Check Total	\$221.40	
01/17/23	200932	W.W. GRAINGER, INC	9549339837	\$365.28	FACILITIES MAINT, REPAIR, OPER-#9549339837
01/17/23	200932	W.W. GRAINGER, INC	9549358571	\$84.29	FACILITIES MAINT, REPAIR, OPER-#9549358571
01/17/23	200932	W.W. GRAINGER, INC	9552991003	\$96.41	FACILITIES MAINT, REPAIR, OPER-#9552991003
01/17/23	200932	W.W. GRAINGER, INC	9553003543	\$504.32	FACILITIES MAINT, REPAIR, OPER-#9553003543
			Check Total	\$1,050.30	
01/17/23	200933	WASTE PRO OF FLORIDA INC	0000373981	\$350.00	INV#373981 - Betty Steflik - 20yd Rolloff - 12.12
01/17/23	200933	WASTE PRO OF FLORIDA INC	HURR IAN DEBRIS PU	\$101,076.12	HURRICAN IAN DEBRIS PICKUP
01/17/23	200933	WASTE PRO OF FLORIDA INC	Waste 1/3/23	\$226,043.61	December 2022 Residential - 1.3.23
01/17/23	200933	WASTE PRO OF FLORIDA INC	Waste 1/3/23A	(\$17,721.30)	Residential - Franchise & Recycle Dec - 1.3.23

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$309,748.43	
01/17/23	200934	WEST GROUP	847259005	\$76.73	COMPUTER SOFTWARE UPGRADE OF WESTLAW
01/17/23	200934	WEST GROUP	847594714	\$324.09	ONLINE/SOFTWARE SUBSCRIPTION CHARGES
			Check Total	\$400.82	
01/17/23	200935	WORLD ELECTRIC SUPPLY, INC.	S048052273.007	\$19,478.05	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$19,478.05	
01/17/23	200936	WORLD ELECTRIC SUPPLY, INC.	S048052273.008	\$19,516.44	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$19,516.44	
01/17/23	200937	WORLD ELECTRIC SUPPLY, INC.	S048052273.009	\$11,151.12	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$11,151.12	
01/17/23	200938	WORLD ELECTRIC SUPPLY, INC.	S048052273.010	\$11,145.22	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$11,145.22	
01/17/23	200939	WORLD ELECTRIC SUPPLY, INC.	S048056506.004	\$19,000.00	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$19,000.00	
01/17/23	200940	WORLD ELECTRIC SUPPLY, INC.	S048621478.002	\$99,300.00	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$99,300.00	
01/17/23	200941	WORLD ELECTRIC SUPPLY, INC.	S048056258.040	\$3,156.10	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$3,156.10	
01/17/23	200942	WORLD ELECTRIC SUPPLY, INC.	S048052273.002	\$7,509.17	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$7,509.17	
01/17/23	200943	WORLD ELECTRIC SUPPLY, INC.	S048056501.002	\$14,400.00	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$14,400.00	
01/17/23	200944	WORLD ELECTRIC SUPPLY, INC.	S048630341.002	\$3,300.00	FLAGLER COUNTY SHERIFF'S OPS CENTER ODP
			Check Total	\$3,300.00	
01/18/23	200945	FLAGLER CO CLERK OF CIRCUIT COURT &	Payroll0120	\$20.00	Week of 01/20/2023
			Check Total	\$20.00	
01/18/23	200946	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll0120	\$15,149.70	Week of 01/20/2023

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/16/23 to 01/20/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$15,149.70	
01/18/23	200947	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll01.20	\$1,634.08	Week of 01/20/2023
			Check Total	\$1,634.08	
01/18/23	200948	UNITED WAY OF VOLUSIA-FLAGLER, INC	Payroll0120	\$1.00	Week of 01/20/2023
			Check Total	\$1.00	
01/18/23	200949	FLAGLER CO CLERK OF CIRCUIT COURT &	Payroll113	\$20.00	Week of 01/13/2023
			Check Total	\$20.00	
			<b>Report Total</b>	<b>\$6,186,143.01</b>	

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

**Invoices Processed for period 01/23/23 to 01/27/23**

Item 6a(2)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
11/14/22	559	EXPRESS TAX - TTL WIRE	Payroll1110	\$115,304.70	Week of 11/10/2022
			Check Total	\$115,304.70	
01/23/23	729	OPTUMRX PBM OF ILLINOIS, INC	INV1291034	\$69,285.68	INV1291034 Flagler 01.01.2023 - 01.15.2023
			Check Total	\$69,285.68	
01/23/23	730	P&A ADMINISTRATIVE SERVICES, INC	01.20.2023	\$1,003.31	01.20.2023
			Check Total	\$1,003.31	
01/23/23	731	P&A ADMINISTRATIVE SERVICES, INC	01.21.2023	\$320.85	01.21.2023
			Check Total	\$320.85	
01/23/23	732	P&A ADMINISTRATIVE SERVICES, INC	01.22.2023	\$223.62	01.22.2023
			Check Total	\$223.62	
01/25/23	733	P&A ADMINISTRATIVE SERVICES, INC	01.20.2023 Manual	\$20.00	01.20.2023
			Check Total	\$20.00	
01/25/23	734	EXPRESS TAX - TTL WIRE	Payroll127	\$114,052.46	Week of 01/27/2023
			Check Total	\$114,052.46	
01/25/23	735	P&A ADMINISTRATIVE SERVICES, INC	01.24.2023	\$164.46	01.24.2023
			Check Total	\$164.46	
01/27/23	737	NATIONWIDE RETIREMENT SOLUTIONS INC	Payroll127	\$8,671.11	Week of 01/27/2023
			Check Total	\$8,671.11	
01/27/23	738	EXPERT PAY - CHILD SUPPORT WIRE	Payroll127	\$991.63	Week of 01/27/2023
			Check Total	\$991.63	
01/23/23	200950	A MOREA GROUP LLC	3574	\$742.77	BAY PARK DRIVE - INVOICE 3574
			Check Total	\$742.77	
01/23/23	200951	AIRBUS HELICOPTERS, INC.	261225448	\$98.42	BELT, POLY
			Check Total	\$98.42	
01/23/23	200952	BESCH AND SMITH CIVIL GROUP, INC.	Pay App#22 Dec2022	\$310,248.66	Construction of Marineland Acr
			Check Total	\$310,248.66	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200953	BLUE CROSS BLUE SHIELD OF FLORIDA	Jan 2023 Admin Fees	\$27,681.60	January 2023 Medical Admin Fees
			Check Total	\$27,681.60	
01/23/23	200954	BOULEVARD TIRE CENTER	27-GS101179	\$5,102.66	TIRES-#27-GS101179
01/23/23	200954	BOULEVARD TIRE CENTER	27-GS101182	\$949.34	TIRES-#27-GS101182
			Check Total	\$6,052.00	
01/23/23	200955	CANARX GROUP INC	INV37122	\$3,320.20	INV 37122 Flagler 01.01.2023 - 01.15.2023
			Check Total	\$3,320.20	
01/23/23	200956	CARRIER CORPORATION	90249790	\$12,260.75	INV#90249790 - Chiller Qtrly Maint - 1.1.23
			Check Total	\$12,260.75	
01/23/23	200957	CDW GOVERNMENT LLC	FW96423	\$325.37	HP 410A TONER
01/23/23	200957	CDW GOVERNMENT LLC	GC14701	\$222.97	XEROX MONTLY PRINT FEES
			Check Total	\$548.34	
01/23/23	200958	CHANNEL INNOVATIONS CORPORATION	13303	\$1,059.99	HYDRO AIR BOTTLE MAINTENANCE
			Check Total	\$1,059.99	
01/23/23	200959	CINTAS CORPORATION NO. 2	0F61165525	\$1,064.58	INV#0F61165525 - Landfill - Recharge Supp - 10.31
			Check Total	\$1,064.58	
01/23/23	200960	CINTAS CORPORATION	4138647137	\$7.81	UNIFORM RENTALS
01/23/23	200960	CINTAS CORPORATION	4140713646	\$7.81	UNIFORM RENTALS
01/23/23	200960	CINTAS CORPORATION	4141441809	\$7.81	UNIFORM RENTALS
01/23/23	200960	CINTAS CORPORATION	4142149430	\$8.22	INV#4142149430 - Landfill - 1.3.23
01/23/23	200960	CINTAS CORPORATION	4142149478	\$5.38	UNIFORM RENTALS
01/23/23	200960	CINTAS CORPORATION	4142149512	\$7.81	UNIFORM RENTALS
01/23/23	200960	CINTAS CORPORATION	4142898555	\$13.24	UNIFORM RENTALS AND MISC ITEMS
01/23/23	200960	CINTAS CORPORATION	4142898632	\$108.90	UNIFORM RENTALS AND MISC ITEMS
01/23/23	200960	CINTAS CORPORATION	4143494779	\$36.66	INV#4143494779 - Shop Towels - 1.16.23
01/23/23	200960	CINTAS CORPORATION	4143494845	\$13.24	UNIFORM RENTALS - INV 4143494845
01/23/23	200960	CINTAS CORPORATION	4143495874	\$384.58	INV#4143495874 - Uniforms - 1.16.23

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$601.46	
01/23/23	200961	CITY OF BUNNELL	01-0250-01 1222	\$2,350.71	1769 E MOODY BLVD 1 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	01-0260-01 1122	\$2,173.01	1769 E MOODY BLVD 2 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	01-0280-01 1222	\$249.95	1769 E MOODY BLVD 4 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	01-0290-01 1222	\$660.14	1769 E MOODY BLVD 5 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	01-0300-01 1222	\$3,562.54	1769 E MOODY BLVD 6A 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	01-0331-00 1122	\$646.79	61 SHERIFF EW JOHNSTON DR 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	014-5250-02 1122	\$1,684.35	1790 OLD MOODY BLVD 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	02-1950-01 1222	\$365.95	206 E MOODY BLVD 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	03-3500-01 1222	\$231.19	160 SAWGRASS RD 10.21.22 - 11.20.252
01/23/23	200961	CITY OF BUNNELL	03-3510-01 1222	\$793.85	160 SAWGRASS RD - 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	03-3540-01 1222	\$297.09	160 SAWGRASS - FAIR GROUNDS RD 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	03-3560-01 1222	\$269.45	160 SAWGRASS@FAIRGROUNDS RD 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	03-3571-00 1222	\$425.15	160 SAWGRASS@FAIRGROUNDS RD 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	03-3572-00	\$87.87	160 SAWGRASS RD 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	04-1090-01 1222	\$438.50	201 E DRAIN ST 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	04-1180-01 1222	\$228.23	201 E DRAIN-RESTROOMS ST 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	04-2400-02 1222	\$329.77	103 E MOODY BLVD 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	04-2410-01 1222	\$240.08	106 E MOODY BLVD 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	05-0040-01 1122	\$599.78	1001 JUSTICE LN - 10.21.22 - 11.20.22
01/23/23	200961	CITY OF BUNNELL	05-0052-00 1122	\$259.08	610 JUSTICE LN 10.21.22 - 11.20.22
			Check Total	\$15,893.48	
01/23/23	200962	CITY OF BUNNELL	01-0310-01 1222	\$85.04	1769 E MOODY BLVD 6B 10.21.22 - 11.20.22
01/23/23	200962	CITY OF BUNNELL	03-3550-01 1222	\$84.76	160 SAWGRASS RD 10.21.22 - 11.20.22
			Check Total	\$169.80	
01/23/23	200963	CITY OF FLAGLER BEACH	02009 1222	\$192.30	825 MOODY LN 11.16.22 - 12.12.22
01/23/23	200963	CITY OF FLAGLER BEACH	02010 1222	\$129.40	815 MOODY N 11.16.22 - 12.12.22

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$321.70	
01/23/23	200964	CITY OF PALM COAST	305445-25093 1122	\$1,510.41	2500 NW PALM COAST PKWY 10.12.22-11.14.22
01/23/23	200964	CITY OF PALM COAST	305445-25093 1222	\$1,469.13	2500 NW PALM COAST PKWY 11.14.22-12.13.22
01/23/23	200964	CITY OF PALM COAST	344534-19521 1222	\$63.55	79 MALA COMPRA AVE 11.14.22 - 12.13.22
01/23/23	200964	CITY OF PALM COAST	344535-19531 1222	\$58.18	115 MALACOMPRA RD 11.14.22 - 12.13.22
01/23/23	200964	CITY OF PALM COAST	344536-19958 1222	\$28.51	5862 N OCEANSHORE BLVD 11.14.22 - 12.13.22
01/23/23	200964	CITY OF PALM COAST	344536-19960 1222	\$84.20	5862 N OCEANSHORE BLVD RESTR 11.14.22 - 12.13.22
01/23/23	200964	CITY OF PALM COAST	344541-45015 1222	\$37.38	1000 S PARK RD 11.15.22 - 12.14.22
01/23/23	200964	CITY OF PALM COAST	640977-77968 1222	\$68.48	5695 COLBERT LN 11.15.22 - 12.14.22
01/23/23	200964	CITY OF PALM COAST	704579-80604 1222	\$334.72	30 BAY DR 11.14.22 - 12.13.22
			Check Total	\$3,654.56	
01/23/23	200965	CIVICPLUS, LLC	250327	\$2,080.43	MUNICODE PAGES
			Check Total	\$2,080.43	
01/23/23	200966	COUNTY OF ST JOHNS BRD OF CTY COMM	1ST QT	\$127,757.87	MEDICAL EXAMINER SERVICES
			Check Total	\$127,757.87	
01/23/23	200967	DEARREADER.COM	INV-34483	\$850.00	ONLINE BOOK CLUB RENEWAL
			Check Total	\$850.00	
01/23/23	200968	DEPARTMENT OF JUVENILE JUSTICE	202301-18	\$16,654.00	COUNTY/STATE JUVENILE DETENTION SHARE PROJECT
			Check Total	\$16,654.00	
01/23/23	200969	DUNES COMM DEV DISTRICT	002-0007-02 1222	\$215.52	200 16TH RD - PARK RESTROOM 11.7.22 - 12.7.22
01/23/23	200969	DUNES COMM DEV DISTRICT	002-0039-00 1222	\$148.92	JUNGLE HUT RD PARK 11.7.22 - 12.7.22
			Check Total	\$364.44	
01/23/23	200970	EAST FLAGLER MOSQUITO CONTROL	101205	\$309.83	ESPANOLA MONITORING SERVICE - OCT 2022

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200970	EAST FLAGLER MOSQUITO CONTROL	101206	\$461.50	RIMA RIDGE MONITORING SVC - OCT 2022
01/23/23	200970	EAST FLAGLER MOSQUITO CONTROL	101207	\$309.83	ESPANOLA MONITORING SVC - NOV 2022
01/23/23	200970	EAST FLAGLER MOSQUITO CONTROL	101208	\$461.50	RIMA RIDGE MONITORING SVC - NOV 2022
01/23/23	200970	EAST FLAGLER MOSQUITO CONTROL	101209	\$309.83	ESPANOLA MONITORING SVC - DEC 2022
01/23/23	200970	EAST FLAGLER MOSQUITO CONTROL	101210	\$461.50	RIMA RIDGE MONITORING SVC - DEC 2022
			Check Total	\$2,313.99	
01/23/23	200971	EASTERN AVIATION FUELS INC	B3720425	\$31,529.96	AVIATION FUEL RESALE - JET WITH ADDITIVE
			Check Total	\$31,529.96	
01/23/23	200972	ELO RESTORATION	023690	\$15,234.98	SHIP EMERGENCY REPAIR - 26 PHILOX LN
			Check Total	\$15,234.98	
01/23/23	200973	EMPIRE COMPUTING & CONSULTING, INC.	13325	\$60.00	EQUIPMENT MAINTENANCE FOR STATE ATTORNEY
			Check Total	\$60.00	
01/23/23	200974	ENVIRONMENTAL LAND SERVICES OF FC	145079	\$507.30	C&D AND YARD WASTE TIPPING FEE
01/23/23	200974	ENVIRONMENTAL LAND SERVICES OF FC	145758	\$22.25	C&D AND YARD WASTE TIPPING FEE
01/23/23	200974	ENVIRONMENTAL LAND SERVICES OF FC	146374	\$16.80	C&D - TICKET 313574 - 1/4/2023
			Check Total	\$546.35	
01/23/23	200975	ESI AQUISITION, INC.	INVESi4862	\$19,010.00	WEBEOC PRODUCTS AND SERVICES
			Check Total	\$19,010.00	
01/23/23	200976	EVERGLADES EQUIPMENT GROUP	P0002011	\$3,364.76	FILTERS & MISC ITEMS FOR JOHN
01/23/23	200976	EVERGLADES EQUIPMENT GROUP	P0002285	\$81.36	3@SHAFT - 4137 711 3200
01/23/23	200976	EVERGLADES EQUIPMENT GROUP	P0003425	\$1,806.35	HEAT EXCHANGER & MISC SUPPLIES
01/23/23	200976	EVERGLADES EQUIPMENT GROUP	P73373	\$467.37	FILTERS & MISC ITEMS FOR JOHN-#P73373
			Check Total	\$5,719.84	
01/23/23	200977	FISHBACK & DOMINICK	114963	\$128.82	EMINENT DOMAIN PROJECTS
			Check Total	\$128.82	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200978	FLAGLER CO CLERK OF CIRCUIT COURT &	POSTAGE 1222	\$290.91	POSTAGE DECEMBER 2022
			Check Total	\$290.91	
01/23/23	200979	FLAGLER CO SHERIFF OFFICE	LETF 011923	\$2,881.70	LAW ENFORCEMENT TRUST FUND 01/19/2023
			Check Total	\$2,881.70	
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 04.20.22 JP	\$87.40	INMATE MEDICAL 04.20.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 05.06.22 EB	\$107.21	INMATE MEDICAL 05.06.22 EB
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 05.09.22 ZC	\$90.56	INMATE MEDICAL 05.09.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 06.08.22 BS	\$103.76	INMATE MEDICAL 06.08.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.05.22 DT	\$81.16	INMATE MEDICAL 07.05.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.06.22 DC	\$199.76	INMATE MEDICAL 07.06.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.11.22 SS	\$137.34	INMATE MEDICAL 07.11.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.21.22 AK	\$143.58	INMATE MEDICAL 07.21.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.22.22 BS	\$87.40	INMATE MEDICAL 07.22.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.25.22 DC	\$249.70	INMATE MEDICAL 07.25.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 08.05.22 JS	\$87.40	INMATE MEDICAL 08.05.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 08.24.22 TY	\$199.76	INMATE MEDICAL 08.24.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 10.20.22 DC	\$143.58	INMATE MEDICAL 10.20.22

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

<b>Check Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Net Trans Amt</b>	<b>Description</b>
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 10.31.22 CR	\$143.58	INMATE MEDICAL 10.31.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.21.22 BL	\$89.49	INMATE MEDICAL 11.21.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.21.22 TD	\$193.52	INMATE MEDICAL 11.21.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.22.22 AJ	\$81.16	INMATE MEDICAL 11.22.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.28.22 CR	\$81.16	INMATE MEDICAL 11.28.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.28.22 DC	\$122.79	INMATE MEDICAL 11.28.22
01/23/23	200980	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 12.21.22 QL	\$143.58	INMATE MEDICAL 12.21.22
			Check Total	\$2,573.89	
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 03.22.22 CJ	\$42.16	INMATE MEDICAL 03.22.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 04.18.22	\$42.16	INMATE MEDICAL 04.18.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 05.04.22 CM	\$81.16	INMATE MEDICAL 05.04.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 05.26.22 KR	\$17.23	INMATE MEDICAL05.26.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 06.21.22 ERB	\$42.16	INMATE MEDICAL 06.21.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 06.30.22 WP	\$81.16	INMATE MEDICAL 06.30.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.05.22 TC	\$81.16	INMATE MEDICAL 07.05.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.08.22 WB	\$81.16	INMATE MEDICAL 07.08.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.15.22 GM	\$81.16	INMATE MEDICAL 07.15.22

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.18.22 SM	\$81.16	INMATE MEDICAL 07.18.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 07.19.22 AA	\$24.98	INMATE MEDICAL 07.19.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 09.12.22 SM	\$81.16	INMATE MEDICAL 09.12.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.21.22 HG	\$81.16	INMATE MEDICAL 11.21.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.21.22 LS	\$81.16	INMATE MEDICAL 11.21.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.22.22 JT	\$81.16	INMATE MEDICAL 11.22.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.22.22 MH	\$31.22	INMATE MEDICAL 11.22.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 11.22.22 SS	\$81.16	INMATE MEDICAL 11.22.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 12.09.22 CJ	\$81.16	INMATE MEDICAL 12.09.22
01/23/23	200981	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE 12.21.22 LS	\$81.16	INMATE MEDICAL 12.21.22
			Check Total	\$1,254.99	
01/23/23	200982	SHRI GOVIND LLC	5146	\$450.00	RX# 363464-0 - BUPREN/NALOXO 8/2 MG FILM - QTY 90
			Check Total	\$450.00	
01/23/23	200983	FLAGLER VOLUNTEER SERVICES, INC.	FVS1222	\$1,000.00	VOLUNTEER SUPPORT AND TRAINING SERVICES
			Check Total	\$1,000.00	
01/23/23	200984	FLORIDA GOVERNMENT UTILITY AUTHORITY	40010032 1222	\$484.74	1250 S OLD DIXIE HWY 11.7.22 - 12.7.22
01/23/23	200984	FLORIDA GOVERNMENT UTILITY AUTHORITY	40010038	\$172.39	3665 N OCEANSHORE BLVD 11.16.22 - 12.16.22
			Check Total	\$657.13	
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	07003-08471 1222	\$595.96	650 COUNTY RD 13 #CATTLEMEN HALL 12.2.22-1.4.23

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	11396-20247 1222	\$1,121.40	1769 E MOODY BLVD #5/11 PUBLIC WRKS 12.6.22-1.6.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	14382-81592 1222	\$401.76	120 AIRPORT RD #3RD 1.5.22 - 1.5.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	28609-72260 1222	\$171.33	1769 E MOODY BLVD #4 SECURITY FAC 12.6.22-1.6.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	36091-05808 1222	\$757.64	203 E DRAIN ST #BUILDING 12.6.22 - 1.6.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	36742-68275 1222	\$222.98	1000 MOODY BLVD #SL 12.1.22 - 1.3.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	39883-30217 0123	\$28,486.37	1769 E MOODY #1 COURTHOUSE 12.06.22-01.06.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	44446-01472 0123	\$311.72	HHS ADMIN FPL DEC 2022-JAN 2023
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	49149-80497 1222	\$11,877.66	1769 E MOODY BLVD #6 ENERGY 12.6.22 - 1.6.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	57450-95140 1222	\$236.79	1769 E MOODY BLVD #9 PUBLIC WRKS MAINT 12.6-1.6.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	59234-52527 1222	\$341.71	1769 E MOODY BLVD #14 12.6.22 - 1.6.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	61389-02967 1222	\$417.02	99 E COUNTY ROAD 2006 #FRNT 12.2.22 - 1.4.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	62068-57051 1222	\$286.17	2500 PRINCESS PL RD #LODGE 3 11.21.22 - 12.21.22
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	64795-59269 1222	\$290.14	106 E MOODY BLVD 12.6.22 - 1.6.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	70274-65041 1222	\$474.65	130 AIRPORT RD #RESCUE 12.5.22 - 1.5.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	72877-30472 0123	\$413.96	ADC FPL DEC 2022-JAN 2023
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	74328-22307 1222	\$1,303.80	203 E DRAIN ST #AC SYSTEM 12.6.22 - 1.6.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	86323-22320 1122	\$5,243.40	2500 PALM COAST PKWY NW #LIBRARY 11.16.22-12.16.22
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	89694-78208 1222	\$17,675.93	1769 E MOODY #2 GSB 12.06.22-01.06.23
01/23/23	200985	FLORIDA POWER & LIGHT COMPANY	90268-02992 1222	\$361.30	3055 COUNTY ROAD 13 #SEC 12.2.22 - 1.4.23
			Check Total	\$70,991.69	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	03187-55246 1222	\$34.58	1705 COUNTY ROAD 2007 11.21.22 - 12.21.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	06375-06288 1222	\$45.15	3861 W COUNTY RD 2006 #SEC LIGHT 11.21.22- 12.21.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	06874-05688 1222	\$153.12	79 MALACOMPRA RD #COMM CENTR 11.22.22- 12.22.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	07090-14427 1222	\$139.07	1700 OLD KINGS RD S OFC 12.1.22 - 1.3.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	12592-00911 0123	\$103.40	815 MOODY LN #BOAT LAUNCH RSTRMS 12.7.22- 1.7.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	12767-86025 1222	\$93.67	6108 MAHOGANY BLVD #COMM CNTR 11.23.22 - 12.27.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	13664-19370 1222	\$45.46	2500 PRINCESS PL RD #RESTRM/BARN4 11.21.22- 12.2.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	16049-79573 1222	\$64.51	2604 PRINCESS PL RD #1 11.21.22 - 12.21.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	17255-00381 1222	\$53.64	ST-LGT #I/O CR 302 & S 12.5.22 - 1.5.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	17547-47242 1222	\$39.54	283 OLD MOODY 12.5.22 - 1.5.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	18447-64587 1222	\$57.19	650 COUNTY RD 13 #RESTRMS2 12.2.22 - 1.4.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	20877-23538 1222	\$54.43	1250 S OLD DIXIE HWY #PARK 12.1.22 - 1.3.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	21842-01701 1222	\$43.16	1380 COUNTY RD 2007 #COMM CNTR 11.21.22- 12.21.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	24796-09303 1222	\$51.23	206 E MOODY BLVD #VETERANS SVC 12.6.22 - 1.6.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	32820-32121 1222	\$108.27	2500 PRINCESS PL RD #LEGCY BLDG2 11.21.22- 12.21.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	77253-47111 1222	\$154.73	1769 E MOODY BLVD #COM TWR #A 12.6.22-1.6.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	80548-26360 1222	\$67.84	2500 PRINCESS PL RD #ISLAND HSE 11.21.22- 12.21.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	85871-67134 1222	\$126.59	1790 OLD MOODY 12.06.22-01.06.23
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	94499-89572 1222	\$105.51	2610 PRINCESS PLACE #2 11.21.22-12.21.22
01/23/23	200986	FLORIDA POWER & LIGHT COMPANY	96118-17231 1222	\$89.39	2500 PRINCESS PLACE#CARERES/SHOP 11.21.22- 12.21.22

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$1,630.48	
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	03888-82060 1222	\$27.93	160 SAWGRASS RD #LS 12.2.22 - 1.4.23
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	03937-28589 1222	\$29.26	2500 PRINCESS PL RD #2ND GATE 11.21.22 - 12.21.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	16064-05635 1222	\$33.78	115 MALACOMPRA RD #RSTRMS 11.22.22 - 12.22.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	17482-31378 1222	\$27.25	1852 PRINCESS PL RD #ISLAND HSE APT 11.21- 12.21.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	21728-50535 1222	\$33.12	5633 N OCEAN SHORE BLVD #LIGHT 11.29.22- 12.29.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	26363--71375 1222	\$26.07	1700 S OLD KINGS RD #CND WELL 12.1.22 - 1.3.23
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	30447-09560 1222	\$25.66	3333 OLD KINGS RD 12.1.22 - 1.3.23
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	31708-98138 1222	\$27.19	203 E DRAIN ST #OUTSIDE LGHT 12.6.22 - 1.6.23
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	32515-00892 1222	\$25.84	1100 OLD KINGS RD #WS 12TS SR 100 12.1.22- 1.3.23
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	32555-09899 1222	\$33.67	1100 OLD KINGS RD - 12.1.22 - 1.3.23
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	32986-21099 1222	\$25.66	3055 COUNTY ROAD 13 #SS 12.2.22 - 1.4.23
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	34228-11491 1222	\$28.57	2500 PRINCESS PL RD #PUMPHSE1 11.21.22- 12.21.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	44664-41492 1222	\$27.85	2500 PRINCESS PL RD #CARETAKER CAB5 11.21- 12.21.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	45498-00391 1222	\$32.28	2500 PRINCESS PL RD #EQUEST CAMP 11.21.22- 12.21.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	47343-86420 1222	\$25.74	2500 PRINCESS PL RD #MAIN GATE 11.21.22 - 12.21.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	50759-58024 1222	\$29.96	245 COUNTY RD 305 #CNST 11.21.22 - 12.21.22
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	75671-85124 1222	\$28.28	1769 E MOODY BLVD #IRR PUMP 12.6.22 - 1.6.23
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	79701-80480 1222	\$25.66	3861 W COUNTY RD 2006 #MARINA
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	81713-40493 1222	\$25.66	2500 PRINCESS PL RD #OPENFIELD AREA 11.21- 12.21.22

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200987	FLORIDA POWER & LIGHT COMPANY	91321-02493 1222	\$32.57	3861 COUNTY RD 2006 W 12.6.22 - 12.21.22
			Check Total	\$572.00	
01/23/23	200988	FLORIDA POWER & LIGHT COMPANY	10849-66405 1222	\$20.06	106 E MOODY BLVD #OL 12.6.22 - 1.6.23
01/23/23	200988	FLORIDA POWER & LIGHT COMPANY	50781-74520 1222	\$11.15	1700 S OLD LINGS RD #SCALE OL 11.10.22 - 12.12.22
01/23/23	200988	FLORIDA POWER & LIGHT COMPANY	55778-80338 1222	\$11.15	2500 PRINCESS PL RD #OUTSIDE LGHT 11.21-12.21.22
01/23/23	200988	FLORIDA POWER & LIGHT COMPANY	83341-06518 1222	\$22.27	2500 PRINCESS PL RD #OUTSIDE LGHT2 11.21-12.21.22
			Check Total	\$64.63	
01/23/23	200989	FLORIDA POWER & LIGHT COMPANY-ASSIS	17485-02398	\$50.68	EHEAP ARPA ASSIST E. FLOYD
01/23/23	200989	FLORIDA POWER & LIGHT COMPANY-ASSIS	42329-78546 1222	\$228.65	EHEAP ARPA ASSIST R. ROBINSON
01/23/23	200989	FLORIDA POWER & LIGHT COMPANY-ASSIS	45004-07780 1222	\$143.36	EHEAP ARPA ASSIST W. HILLS
01/23/23	200989	FLORIDA POWER & LIGHT COMPANY-ASSIS	60134-35596	\$68.09	EHEAP ARPA ASSIST J. SALISBURY
01/23/23	200989	FLORIDA POWER & LIGHT COMPANY-ASSIS	74063-21534 1222	\$166.64	EHEAP ARPA ASSIST M. SCHULTZ
01/23/23	200989	FLORIDA POWER & LIGHT COMPANY-ASSIS	86748-61474 1222	\$150.57	EHEAP ARPA ASSIST E. DECEMBER
			Check Total	\$807.99	
01/23/23	200990	FRIENDS ASSISTING SENIORS &FAMILIES	CCE 1222	\$938.90	CSI - CCE HMK RESP PECA DECEMBER 2022
			Check Total	\$938.90	
01/23/23	200991	GA FOOD SERVICES OF PINELLAS COUNTY	SI000933403	\$2,154.00	INV SI000933403 WEEK OF 12/19-12/23/2022
01/23/23	200991	GA FOOD SERVICES OF PINELLAS COUNTY	SI000933716	\$5,244.70	INV SI000933716 WEEK OF 12/26-1/6/2023
01/23/23	200991	GA FOOD SERVICES OF PINELLAS COUNTY	SI000934773	\$479.70	INV SI000934773 WEEK OF 12/26-1/6/2023

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200991	GA FOOD SERVICES OF PINELLAS COUNTY	SI000943122	\$2,279.00	INV SI000943122 WEEK OF 1/9-1/13/2023
			Check Total	\$10,157.40	
01/23/23	200992	GRAYBAR ELECTRIC INC.	9330166989	\$1,209.10	ELECTRICAL, LIGHTING, DATA COM-#9330166989
01/23/23	200992	GRAYBAR ELECTRIC INC.	9330274272	\$2,345.07	ELECTRICAL, LIGHTING, DATA COM-#9330274272
			Check Total	\$3,554.17	
01/23/23	200993	JDI MARINELAND LLC	207642-13644 0123	\$38.04	9805 N OCEAN SHORE BLVD 0123
01/23/23	200993	JDI MARINELAND LLC	207642-13644 1222	\$38.04	9805 N OCEAN SHORE BLVD 1222
			Check Total	\$76.08	
01/23/23	200994	JOSEPH POZZUOLI ARCHITECT PA	2	\$11,883.00	STATION 41 UPGRADES
			Check Total	\$11,883.00	
01/23/23	200995	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC	55V1304530	\$60.00	MAINTENANCE OF EQUIPMENT (PRINTERS AND FAX)
			Check Total	\$60.00	
01/23/23	200996	LAW OFFICE OF SCOTT W. SPRADLEY P.A.	208	\$12,545.00	SERVICES RENDERED THROUGH 1.5.2023
			Check Total	\$12,545.00	
01/23/23	200997	LEROY W. SIEGER JR.	TRAVEL 12.08.22	\$204.75	FDOT MEETING
			Check Total	\$204.75	
01/23/23	200998	LIVE TOUR NETWORK, INC.	23005	\$399.99	U GOV MOBILE APP HOSTING SVC - JAN 2023
			Check Total	\$399.99	
01/23/23	200999	LOWE'S HOME CENTERS, LLC	01118	\$54.76	TOOL-TR 9654/WALL BASE - INMATE FACILITY
01/23/23	200999	LOWE'S HOME CENTERS, LLC	01132	\$182.20	PAINT - HAMMOCK CC
01/23/23	200999	LOWE'S HOME CENTERS, LLC	01156	\$574.64	PAINT/PAINT ROLLERS-INMATE FAC/TR 980
01/23/23	200999	LOWE'S HOME CENTERS, LLC	01506	\$138.57	ICEMAKER - TAX COLLECTORS OFFICE
01/23/23	200999	LOWE'S HOME CENTERS, LLC	01521	\$758.34	ELECTRICALSUPPLIES - FLAGLER CO TAX OFFICE
01/23/23	200999	LOWE'S HOME CENTERS, LLC	01538	\$357.46	TAPE, CABLE TIES
01/23/23	200999	LOWE'S HOME CENTERS, LLC	02018	\$177.63	PAINT-INMATE FACILITY

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	200999	LOWE'S HOME CENTERS, LLC	02904	\$355.23	PAINT SUPPLIES-TR 980, JUSTICE CENTER
01/23/23	200999	LOWE'S HOME CENTERS, LLC	92680	\$643.09	REFRIGERATOR - STATION 51
01/23/23	200999	LOWE'S HOME CENTERS, LLC	93387	\$1,596.43	SHINGLES-HAMMOCK PICKLE BALL COURT
01/23/23	200999	LOWE'S HOME CENTERS, LLC	93390	\$2,191.47	SHINGLES, NAILS - WADSWORTH PARK -DOG PARK
01/23/23	200999	LOWE'S HOME CENTERS, LLC	95667	\$1,546.07	DRYWALL-VITAL STATISTICS-FACILITIES
			Check Total	\$8,575.89	
01/23/23	201000	M & B TREE SERVICE, LLC	9268	\$2,551.50	HOMINY BRANCH HAZARDOUS TREE REDUCTION - FWS GRANT
01/23/23	201000	M & B TREE SERVICE, LLC	9269	\$14,400.00	HOMINY BRANCH HAZARDOUS TREE REDUCTION - FWS GRANT
01/23/23	201000	M & B TREE SERVICE, LLC	9275	\$1,998.75	TREE REMOVAL - PRINCESS PLACE
01/23/23	201000	M & B TREE SERVICE, LLC	9276	\$375.00	TREE REMOVAL - 1 CRISTON COURT
01/23/23	201000	M & B TREE SERVICE, LLC	9341	\$1,218.00	TREE REMOVAL - OLD MOODY HOMESTEAD
			Check Total	\$20,543.25	
01/23/23	201001	MASSEY SERVICES INC	51578245	\$70.00	INV#51578245 - Red Roof Barn - Pest Service - 1.5
01/23/23	201001	MASSEY SERVICES INC	51658412	\$20.00	INV#51658412 - Pellicer CC - Rodent Exclusion- 1.5
01/23/23	201001	MASSEY SERVICES INC	52610520	\$50.00	INV#52610520 - Guana Tolomato - Rodent Exclu - 1.3
01/23/23	201001	MASSEY SERVICES INC	52975942	\$200.00	INV#52975942 - Sheriff Ops - Initial Pest - 1.5
			Check Total	\$340.00	
01/23/23	201002	MAUDLIN TRUCKS, LLC	X205010733:02	\$109.08	FILTERS FOR HEAVY EQUIPMENT-#X205010733:02
			Check Total	\$109.08	
01/23/23	201003	MFB FINANCIAL INC	1427	\$1,480.50	December 2022 MFB Admin Fees
			Check Total	\$1,480.50	
01/23/23	201004	NAFECO	1181572	\$116.00	FIRE EQUIPMENT/SUPPLIES
01/23/23	201004	NAFECO	1181595	\$464.00	FIRE EQUIPMENT/SUPPLIES
01/23/23	201004	NAFECO	1181597	\$116.00	FIRE EQUIPMENT/SUPPLIES
01/23/23	201004	NAFECO	1181647	\$340.60	FIRE EQUIPMENT/SUPPLIES
01/23/23	201004	NAFECO	1181732	\$1,752.48	FIRE UNIFORMS
01/23/23	201004	NAFECO	1181749	\$194.72	FIRE UNIFORMS

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01/23/23	201004	NAFECO	1181761	\$137.97	FIRE UNIFORMS
01/23/23	201004	NAFECO	1182578	\$395.00	FIRE EQUIPMENT/SUPPLIES
01/23/23	201004	NAFECO	1182612	\$7,196.35	FIRE EQUIPMENT/SUPPLIES
01/23/23	201004	NAFECO	1182614	\$292.08	FIRE EQUIPMENT/SUPPLIES
01/23/23	201004	NAFECO	1182618	\$194.72	FIRE EQUIPMENT/SUPPLIES
01/23/23	201004	NAFECO	1182652	\$165.08	FIRE UNIFORMS
01/23/23	201004	NAFECO	1182654	\$148.00	FIRE UNIFORMS
01/23/23	201004	NAFECO	1182655	\$155.00	FIRE UNIFORMS
01/23/23	201004	NAFECO	1182657	\$131.25	THOROGOOD BOOT
01/23/23	201004	NAFECO	1182721	\$188.07	FIRE UNIFORMS
01/23/23	201004	NAFECO	1183308	\$110.00	FIRE UNIFORM
01/23/23	201004	NAFECO	1183323	\$120.36	FIRE UNIFORMS
01/23/23	201004	NAFECO	1183325	\$145.00	ROCKY JUMP BOOT
01/23/23	201004	NAFECO	1183355	\$146.04	FIRE UNIFORMS
			Check Total	\$12,508.72	
01/23/23	201005	NAFECO	1182623	\$107.10	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182626	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182627	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182628	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182629	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182630	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182631	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182633	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182634	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182635	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182637	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1182638	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1183309	\$97.36	FIRE UNIFORM
01/23/23	201005	NAFECO	1183319	\$97.36	FIRE UNIFORMS

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	201005	NAFECO	1183320	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1183322	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1183326	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1183327	\$97.36	FIRE UNIFORMS
01/23/23	201005	NAFECO	1183356	\$107.10	FIRE UNIFORMS
01/23/23	201005	NAFECO	1183364	\$97.36	FIRE UNIFORMS
			Check Total	\$1,966.68	
01/23/23	201006	NAFECO	1182624	\$48.68	FIRE UNIFORMS
01/23/23	201006	NAFECO	1182625	\$71.68	FIRE UNIFORMS
01/23/23	201006	NAFECO	1182636	\$71.68	FIRE UNIFORMS
01/23/23	201006	NAFECO	1182656	\$23.00	FIRE UNIFORM
01/23/23	201006	NAFECO	1183307	\$27.60	DUTYMAN BELT
01/23/23	201006	NAFECO	1183313	\$23.00	DUTYMAN BELT
01/23/23	201006	NAFECO	1183314	\$23.00	DUTYMAN BELT
01/23/23	201006	NAFECO	1183321	\$48.68	FIRE UNIFORM
01/23/23	201006	NAFECO	1183324	\$48.68	FIRE UNIFORMS
01/23/23	201006	NAFECO	1183363	\$48.68	FIRE UNIFORMS
			Check Total	\$434.68	
01/23/23	201007	NORTH FLORIDA SURGEONS, PA	RO-M011907	\$168.83	SS-IHC RO-M011907
			Check Total	\$168.83	
01/23/23	201008	NORTHEAST FLORIDA REGIONAL COUNCIL	23-033	\$11,020.00	2ND QUARTER DUES FY22/23
			Check Total	\$11,020.00	
01/23/23	201009	James H. Crawford	Aflac CK#011463752	\$35.28	Refund to J. Crawford for cancelled Aflac
			Check Total	\$35.28	
01/23/23	201010	P & S PAVING INC	Pay App #5 Dec 22	\$745,226.37	WATER OAK ROAD IMPROVEMENTS
			Check Total	\$745,226.37	

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	201011	PALM COAST REGIONAL CHAMBER OF COMMERCE	ROUNDTABLE 2023	\$5,000.00	CEO ROUNTABLE MEMBERSHIP
			Check Total	\$5,000.00	
01/23/23	201012	PALM COAST SIGNS & GRAPHICS INC	22-1731	\$345.00	36X60 SIGN - PELLICER POND
			Check Total	\$345.00	
01/23/23	201013	PALM LANDING DENTAL LLC	RO-M011945	\$197.10	SS-IHC RO-M011945
01/23/23	201013	PALM LANDING DENTAL LLC	RO-M011963	\$647.80	SS-IHC RO-M011963
			Check Total	\$844.90	
01/23/23	201014	PERRY'S PUMP SERVICE, INC.	10419	\$972.02	REPAIRS TO PUMP AT THE ATCT
			Check Total	\$972.02	
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2213-001-02	\$170.25	INMATE MEDICAL 05.01.22-05.06.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2213-002-01	\$170.25	INMATE MEDICAL 05.07.22-05.12.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2213-003-01	\$170.25	INMATE MEDICAL 05.13.22-05.18.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2213-004-01	\$170.25	INMATE MEDICAL 05.19.22-05.24.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2213-005-01	\$170.25	INMATE MEDICAL 05.25.22-05.30.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2213-006-01	\$28.38	INMATE MEDICAL 05.31.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2237-001-01	\$170.25	INMATE MEDICAL 05.01.22-05.06.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2237-002-01	\$170.25	INMATE MEDICAL 05.07.22-05.12.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2237-003-01	\$170.25	INMATE MEDICAL 05.13.22-05.18.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2237-004-01	\$170.25	INMATE MEDICAL 05.19.22-05.24.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2237-005-01	\$170.25	INMATE MEDICAL 05.25.22-05.30.22
01/23/23	201015	PRIME HEALTH SERVICES, INC	2022-2237-006-01	\$28.38	INMATE MEDICAL 05.31.22
			Check Total	\$1,759.26	
01/23/23	201016	ALICEA, DAISY	5843 - ALICEA	\$100.00	5843 - HAMMOCK CC
			Check Total	\$100.00	
01/23/23	201017	CHAPPEL, DAWN	3483 - CHAPPEL	\$200.00	3483 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/23/23	201018	CHOEZ, ANTHONY	4455 - CHOEZ	\$100.00	4455 - PPP - PAVILION

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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$100.00	
01/23/23	201019	CHOEZ, ANTHONY	3558 - CHOEZ	\$100.00	3558 - PPP - OPEN FIELD
			Check Total	\$100.00	
01/23/23	201020	CLIFFHANGERS GUN SHOW	3333 - CLIFFHANGERS	\$500.00	3333 - CATTLEMANS HALL
			Check Total	\$500.00	
01/23/23	201021	DICK, JEANETTE	5372 - DICK	\$200.00	5372 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/23/23	201022	GOLOMB, BROOKE	5789 - GOLOMB	\$100.00	5789 - WADSWORTH PARK - LG PAVILION
			Check Total	\$100.00	
01/23/23	201023	HARRIS, ANGELA	5649 - HARRIS	\$100.00	5649 - ESPANOLA CC
			Check Total	\$100.00	
01/23/23	201024	IGLESIA PENTECOSTAL EBENEZER	5722 - IGLESIA PENT	\$100.00	5722 - HAMMOCK CC
			Check Total	\$100.00	
01/23/23	201025	JACKSON, JUSTIN	5699 - JACKSON	\$100.00	5699 - CATTLEMANS HALL
			Check Total	\$100.00	
01/23/23	201026	KATHRYN DWYER NAVAJAS	R774 - 3464 - DWYER	\$200.00	R774 - 3464 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/23/23	201027	KATZ, BP	5571 - KATZ	\$400.00	5571 - PPP - COTTAGE#1 & 2
			Check Total	\$400.00	
01/23/23	201028	MCKAY, SANDR	5883 - MCKAY	\$100.00	5883 - PELLICER CC
			Check Total	\$100.00	
01/23/23	201029	MILES, BRYN	3502 - MILES	\$200.00	3502 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/23/23	201030	NELSON, STEPHEN	3571 - NELSON	\$200.00	3571 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/23/23	201031	POZA, MONICA	4704-1 - POZA	\$200.00	4704-1 - PPP - COTTAGE#1
			Check Total	\$200.00	

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01/23/23	201032	POZA, MONICA	4704-2 - POZA	\$200.00	4704-2 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/23/23	201033	REITER, DEBORAH	5837 - REITER	\$100.00	5837 - PELLICER CC
			Check Total	\$100.00	
01/23/23	201034	ROBINSON, SHEILA	5218 - ROBINSON	\$200.00	5218 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/23/23	201035	ROMAN, EMMANUEL	5494 - ROMAN	\$200.00	5494 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/23/23	201036	RUDELLE, SHARON	5867 - RUDELLE	\$100.00	5867 - HAMMOCK PAVILION
			Check Total	\$100.00	
01/23/23	201037	RUDELLE, SHARON	5868 - RUDELLE	\$100.00	5868 - HAMMOCK CC
			Check Total	\$100.00	
01/23/23	201038	SCOTT, NANCY	5239 - SCOTT	\$200.00	5239 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/23/23	201039	SHAFFER, DANIEL	5505 - SHAFFER	\$200.00	5505 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/23/23	201040	SMITH, HEATHER	5733 - SMITH	\$100.00	5733 - PPP - PAVILION
			Check Total	\$100.00	
01/23/23	201041	SMITH, LAURA	4689 - SMITH	\$200.00	4689 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/23/23	201042	ST HILAIRE, KIMBERLY	5455 - ST HILAIRE	\$100.00	5455 - HAMMOCK CC
			Check Total	\$100.00	
01/23/23	201043	ST HILAIRE, KIMBERLY	5463 - ST HILAIRE	\$100.00	5463 - HAMMOCK PAVILION
			Check Total	\$100.00	
01/23/23	201044	THAYER, DIANE	5768 - THAYER	\$200.00	5768 - PPP - COTTAGE#2
			Check Total	\$200.00	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	201045	TREADWAY, JOSH	5803 - TREADWAY	\$200.00	5803 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/23/23	201046	TURNER, VALERIE	5750 - TURNER	\$100.00	5750 - HAMMOCK CC
			Check Total	\$100.00	
01/23/23	201047	USSIA, COLLEEN	5394 - USSIA	\$100.00	5394 - HAMMOCK CC
			Check Total	\$100.00	
01/23/23	201048	WADE, LORA	5646 - WADE	\$100.00	5646 - HAMMOCK CC
			Check Total	\$100.00	
01/23/23	201049	WILLIAMS, WILBURN	5477 - WILLIAMS	\$100.00	5477 - HAMMOCK CC & PAVILION
			Check Total	\$100.00	
01/23/23	201050	WISE, THOMAS	5758 - WISE	\$100.00	5758 - HAW CREEK CC
			Check Total	\$100.00	
01/23/23	201051	YUSKA, JOSEPH	5581 - YUSKA	\$200.00	5581 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/23/23	201052	ZANZARELLA, TIFFANY	5745 - ZANZARELLA	\$100.00	5745 - PPP - OPEN FIELD
			Check Total	\$100.00	
01/23/23	201053	ZANZARELLA, TIFFANY	5919 - ZANZARELLA	\$100.00	5919 - PPP - PAVILION
			Check Total	\$100.00	
01/23/23	201054	RING INVESTMENTS, LLC	51796	\$43,495.10	LEASE OF MASSEY FERGUSON MF7715 W/BROOM
01/23/23	201054	RING INVESTMENTS, LLC	51797	\$57,033.37	LEASE OF CAT 12 MOTOR GRADER-ROLLING STOCK
			Check Total	\$100,528.47	
01/23/23	201055	RISK MANAGMENT ASSOCIATES INC	85458	\$3,858.53	POLICY#007508798 01.31.23-01.31.24
			Check Total	\$3,858.53	
01/23/23	201056	SEAN SPENCER MOYLAN	TRAVEL 10.12.22	\$164.51	NABORS GIBLIN 2022 SEMINAR
			Check Total	\$164.51	
01/23/23	201057	SECURITY AND FIRE ELECTRONICS, INC.	INV#SP-8639	\$162.50	INV#SP-8639 - ATCT - Qtr Spr Inspect - 12.15

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	201057	SECURITY AND FIRE ELECTRONICS, INC.	SP-8634	\$109.00	INV#SP-8634- Triangle East- Qtr Spr Inspect- 12.15
01/23/23	201057	SECURITY AND FIRE ELECTRONICS, INC.	SP-8635	\$119.00	INV#SP-8635- Triangle West- Qtr Spr Inspect- 12.15
01/23/23	201057	SECURITY AND FIRE ELECTRONICS, INC.	SP-8636	\$92.00	INV#SP-8636 - East Hangar - Qtr Spr Inspect- 12.15
01/23/23	201057	SECURITY AND FIRE ELECTRONICS, INC.	SP-8637	\$92.00	INV#SP-8637 - Delta Hangar- Qtr Spr Inspect- 12.15
01/23/23	201057	SECURITY AND FIRE ELECTRONICS, INC.	SP-8638	\$92.00	INV#SP-8638 - AP Corp Ctr - Qtr Spr Inspect- 12.15
			Check Total	\$666.50	
01/23/23	201058	SEI ELEVATORS LLC	201310	\$65.00	INV#201310 - Airport - January Monthly - 1.1.23
			Check Total	\$65.00	
01/23/23	201059	SMA HEALTHCARE, INC.	SMA1222	\$323.50	MULTIPLE RO'S
			Check Total	\$323.50	
01/23/23	201060	STANDARD INSURANCE COMPANY	Jan 2023 Basic Life	\$705.72	January 2023 Basic Life
			Check Total	\$705.72	
01/23/23	201061	STEALTH PARTNER GROUP	Jan 2023 Stop Loss	\$73,691.90	January 2023 Stop Loss Fees
			Check Total	\$73,691.90	
01/23/23	201062	STEVEN TODD WHALEY	TRAVEL 12.03.22	\$321.00	AIRBUS HELICOPTERS ANNUAL RECURRENCY
			Check Total	\$321.00	
01/23/23	201063	STULZ AIR TECHNOLOGY SYSTEMS, INC.	90145289	\$1,949.95	SHERIFF'S OPS CENTER ODP
			Check Total	\$1,949.95	
01/23/23	201064	SUMMIT HOME HEALTHCARE PRODUCTS	3B 1222	\$428.07	SS SUMMIT 3B MATE DECEMBER 2022
01/23/23	201064	SUMMIT HOME HEALTHCARE PRODUCTS	3E SCSM 1222	\$662.48	SS SUMMIT 3E SCSM DECEMBER 2022
			Check Total	\$1,090.55	
01/23/23	201065	THE ZIMMERMAN AGENCY LLC	INV-28007	\$15,000.00	INTEGRATED MARKETING SERVICES-DEC 2022
01/23/23	201065	THE ZIMMERMAN AGENCY LLC	INV-28008	\$34,885.99	11755MD - MEDIA SERVICES - DEC 2022
			Check Total	\$49,885.99	
01/23/23	201066	TURBOMECA USA, INC	6558019492	\$515.90	SBH ARRIEL 2B ARRIEL 2B, DRESSED
			Check Total	\$515.90	

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/23	201067	US WATER SERVICES CORPORATION	SI64011	\$2,658.16	HIDDEN TRAILS & BC PLANT OPERA
			Check Total	\$2,658.16	
01/23/23	201068	VENDORLINK, LLC	23-126	\$3,000.00	ANNUAL RENEWAL FEE
			Check Total	\$3,000.00	
01/23/23	201069	VERDEGO LANDSCAPE, LLC	10378B	\$1,001.00	INV#10378B - AP - January Landscaping 2023- 1.1.23
			Check Total	\$1,001.00	
01/23/23	201070	VILLAGE KEY AND ALARM	410389	\$462.47	INV#401389- AP Control Tower- Rplc 3 Modules - 1.3
			Check Total	\$462.47	
01/23/23	201071	W.W. GAY MECHANICAL CONTRACTOR, INC	918000678	\$4,200.00	INV#918000678 - Complex - New Controller - 12.31
01/23/23	201071	W.W. GAY MECHANICAL CONTRACTOR, INC	918000689	\$13,885.25	INV#918000689 - Oct-Dec Qtrly Maint - 12.31.22
			Check Total	\$18,085.25	
01/23/23	201072	WASTE PRO OF FLORIDA INC	0000370534	\$301.26	DUMPSTER SERVICE - TRIANGLE AIR - OCT
01/23/23	201072	WASTE PRO OF FLORIDA INC	0000371167	\$155.46	DUMPSTER SERVICE- AIRPORT CORP CENTER - OCT
01/23/23	201072	WASTE PRO OF FLORIDA INC	0000375173	\$292.40	DUMPSTER SERVICE - TRIANGLE AIR LLC
01/23/23	201072	WASTE PRO OF FLORIDA INC	0000375191	\$128.06	INV#375191 - Pellicer CC - 4 yd frontload - 12.31
01/23/23	201072	WASTE PRO OF FLORIDA INC	0000375192	\$116.43	INV#375192 - Espanola CC - 4 yd Frontload - 12.31
01/23/23	201072	WASTE PRO OF FLORIDA INC	0000375193	\$116.43	INV#375193 - Haw Creek CC - 4 yd frontload - 12.31
01/23/23	201072	WASTE PRO OF FLORIDA INC	0000375797	\$150.89	DUMPSTER SERVICE - AIRPORT CORP CENTER
			Check Total	\$1,260.93	
01/23/23	201073	WEST GROUP	847430100	\$62.87	COMPUTER SOFTWARE UPGRADE OF WESTLAW
			Check Total	\$62.87	
01/23/23	201074	WEX BANK	86054623	\$1,224.80	Monthly Gas Card Charges -DEC 2022
			Check Total	\$1,224.80	
01/26/23	201075	AMERIS BANK	539-00101 0223	\$186,990.31	ACC. 07691000539-00101
			Check Total	\$186,990.31	
01/26/23	201076	FLAGLER CO PROF FIREFIGHTERS ASSO	Payroll0106	\$984.00	Week of 01/06/2023

**Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for period 01/23/23 to 01/27/23**

<b>Check Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Net Trans Amt</b>	<b>Description</b>
01/26/23	201076	FLAGLER CO PROF FIREFIGHTERS ASSO	Payroll0120	\$984.00	Week of 01/20/2023
01/26/23	201076	FLAGLER CO PROF FIREFIGHTERS ASSO	Payroll113	\$984.00	Week of 01/13/2023
01/26/23	201076	FLAGLER CO PROF FIREFIGHTERS ASSO	Payroll127	\$996.00	Week of 01/27/2023
			Check Total	\$3,948.00	
01/26/23	201077	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll0127	\$15,408.32	Week of 01/27/2023
			Check Total	\$15,408.32	
01/26/23	201078	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll127	\$1,634.08	Week of 01/27/2023
			Check Total	\$1,634.08	
01/26/23	201079	FLORIDA DEPT OF HEALTH	2023 RENEWALS	\$2,535.00	ALS/BLS AIRCRAFT LICENSE RENEWALS
			Check Total	\$2,535.00	
01/26/23	201080	STANDARD INSURANCE COMPANY	Payroll0106	\$2,098.69	Week of 01/06/2023
01/26/23	201080	STANDARD INSURANCE COMPANY	Payroll0120	\$2,079.43	Week of 01/20/2023
01/26/23	201080	STANDARD INSURANCE COMPANY	Payroll113	\$2,145.07	Week of 01/13/2023
01/26/23	201080	STANDARD INSURANCE COMPANY	Payroll127	\$2,106.98	Week of 01/27/2023
			Check Total	\$8,430.17	
01/26/23	201081	UNITED WAY OF VOLUSIA-FLAGLER, INC	Payroll127	\$1.00	Week of 01/27/2023
			Check Total	\$1.00	
			<b>Report Total</b>	<b>\$2,336,801.85</b>	

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS****JANUARY 17, 2023****WORKSHOP**

Present: Chair Gregory Hansen (arrived at 9:16 am), Vice Chair Andy Dance, Commissioners Donald O'Brien, Leann Pennington and David Sullivan, County Administrator Heidi Petito, Deputy County Attorney Sean Moylan and Deputy Clerk Deb Jenkins

**ITEM 1 - CALL TO ORDER**

Vice Chair Dance called the workshop to order at approximately 9:00 a.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

**ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE**

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

**ITEM 3 - WELCOME BY FLAGLER COUNTY BOARD CHAIR**

Vice Chair Dance welcomed everyone.

**ITEM 4 - HEALTH DEPARTMENT OVERVIEW AND FUTURE NEEDS DISCUSSION**

Mark Linde, BSN, RN, Executive CHN Director, gave the presentation and spoke on the various services of the Flagler County Health Department and the need for women's health screening, prenatal care, and dental care. Stated they had the ability for expansion but needed help, for example they would like to add another epidemiologist but had no space. Stated the health department was currently monitoring six residents who had returned from Uganda, an area that was experiencing an Ebola outbreak, and last week a trucker came into Flagler County with two monkeys and one bit a person. Explained they handled that as well as other diseases; cases of dengue fever, Mpox, meningitis, salmonella, rabies, were all handled in the last ten days. Explained they also handle vital statistics (birth and death certificates), emergency preparedness in running the special needs shelters during hurricanes, environmental health of well monitoring and septic permitting, diabetes education, HIV treatment, immunizations, and refugee health.

Commissioner Sullivan inquired how they knew those potentially infected people were in Flagler County.

Mr. Linde replied they work with state and federal officials who notify when people were coming in from high-risk areas.

Spoke on the CORE Program developed in Miami-Dade County for opioid overdoses where intervention was right at the time of the rescue and then rapidly transitioned into a treatment program with peer support. Commented it had a 70 to 80% sobriety rate at one year which was exceptional. Also, advised on the startup of a Narcan distribution center and an anonymous survey given to clients to know how they were doing and where improvements might be needed.

**(Item 4 – continued)**

Mr. Linde reviewed the building repairs needed and the lack of building and parking space. Stated over 70% of their patients resided in Palm Coast and would eventually like to consider a location in Palm Coast. Showed a chart of contributions by medium sized counties, noting they received the least amount of funding in comparison which was part of the reason they had not been able to expand services and the waiting lines were getting long.

Commissioner Sullivan asked if they received any funding from the City of Palm Coast and the state.

Mr. Linde replied he but did not believe they received anything from Palm Coast but did from the state.

Dr. Stephen Bickel MD, MPH, Medical Director, explained the allocations were based on a thirty-year-old census and since then Flagler had grown tremendously. Noted they had lobbied Representative Renner to intervene, and it would change this year. Comment there were other funding sources and could leverage money but needed core money for staffing and to “prime the pump”. Explained there were other programs they would like to offer such as primary care and dental care for adults, some involvement in mental health, and school health; there were many opportunities to do something special in the county with additional funds.

Commissioner Pennington noted she was in their building and saw the employees had fans and asked if there was an issue with the HVAC. Also, commented some of the employees had complained there was a mold issue.

Mr. Linde replied there had been water intrusion in his office and employees complained about illnesses related to the mold. Explained he and Dr. Bickel went around with a certified water meter and found water intrusion near almost every window and this was done during the dry season.

Dr. Bickel commented he did feel most of it could be remediated.

Commissioner Pennington favored expanding services.

County Administrator Petito noted the dental expansion spoken of must be done by June and was already approved in the budget. Explained the larger issue was additional space beyond that and funding to support programs already provided as well as additional programs. Spoke of a dedicated millage in support of the health department that was being done in other counties so it was something the BCC could consider.

Commissioner Dance stated there must be some numbers from the other contributions and he would like to see those in writing and a deeper dive into how different counties fund their health departments. Added he would like to see a follow up on some of the issues that were being handled.

**(Item 4 – continued)**

Dr. Bickel stated Flagler County provided a lot of services that other county health departments did not and when they put together those funding sources, they would put together information on how many departments across the state do what services.

Commissioner Dance requested they come back in a year with a report on the progress of the CORE program.

**ITEM 5 – EMERGENCY MEDICAL SERVICES ALTERNATIVE FUNDING DISCUSSION**

Flagler County Fire Chief Michael Tucker gave the presentation and spoke on alternate funding options for Fire Services and EMS Transport Services. Explained the Municipal Services Taxing Unit (MSTU) and Municipal Services Benefit Unit (MSBU). Noted there was a process the County had to go through to create a MSTU or MSBU and reviewed the timeline of the steps in the process. Noted the counties that currently used one or both funding options. Recommended establishing a MSTU to fund emergency medical transport services and establishing a MSBU to fund fire suppression services, direct staff to identify costs to be allocated to each and develop pro forma rates to facilitate implementation decisions. Stated was asking for the BCC to provide direction in conducting a further study to evaluate what portions could be given to each and to understand what the impacts would be.

The was further BCC further discussion the options and differences of a MSTU and MSBU.

Commissioner Dance commented identifying the effects to the overall millage rate would be the next step because the intent was not to increase the millage but to identify subunits of the budget that get dedicated portions of funding. Requested to see a chart that showed the effects on the ad valorem.

County Administrator Petito agreed. Stated in the case of Fire Rescue, a MSBU would have relief and did not go against the cap; it is a non-ad valorem assessment. Advised, although the MSTU did not give direct relief from the cap, it did provide higher level of transparency to the public.

Commissioner Hansen asked what the burden on the staff would be for either one.

Ms. Petito replied they would hire a consultant to evaluate similar to what was done for impact fees. Favored someone independent of County staff to do the evaluation.

Chair Hansen favored having a study done to know the cost.

**There was BCC consensus for staff to put out an RFP and to come back to the BCC for discussion.**

**ITEM 6 – BUDGET DISCUSSION**

County Administrator Heidi Petito gave the presentation and advised the one-on-one meetings with the commissioners regarded priorities, budget process, and options to reduce the millage rate. Explained the consensus was to explore options to help diversify revenues, add more transparency with more opportunities for public input, potential liquidation of lazy assets, unwinding some of the legacy expenditures, look at the ranking of funding alternatives, creation of budget guidelines, messaging, and long-term implementation of a plan.

Stated this was the second pre-budget workshop and she would come back at the February 6 meeting to get approval on the budget guidelines and then the following day conduct the County Administrator's official kick off with the department heads as well as the constitutional officers. Reviewed the budget process timeline and calendar.

Reviewed options for reducing the general fund millage rate, health insurance expenses and legacy expenditures, and on diversifying revenues. Stated in comparison with other counties, Florida Blue gave a larger discount on some of the services provided resulting in less in claims. Stated currently the County was under three-year contract with Florida Blue and did not know if it would be advantageous to change the carrier at this time. Explained the County locked in the rate for the three-year extension when the Sheriff's Office left the plan.

Commissioner O'Brien favored looking at the other options and get hard numbers to review.

County Administrator Petito agreed and favored having a larger conversation to include the constitutional officers. Asked the BCC for consensus to start forming those meetings.

Commissioner Dance favored looking at changes within the plan and going out to bid at the end of the term. Favored having a committee and an internal survey.

County Administrator Petito agreed and would provide what other government agency plans looked like. Commented the County's contributions were significantly low in comparison.

Commissioner Pennington inquired if the employee clinic numbers were looked at to see if it was still beneficial.

County Administrator Petito explained because the County was self-funded, it was a significant savings. Explained last year during the budget process, that facility was at capacity but the Sheriff pulling out freed up appointments. Commented it continued to provide a benefit and the actuary would provide a complete roll up of those savings.

Commissioner O'Brien favored doing an analysis now and volunteered to be on the committee.

County Administrator Petito explained going out to bid now could affect the current rate with Florida Blue. Added there was a reason why so many in our region were on Florida Blue.

**(Item 6 – continued)**

Commissioner O'Brien commented he was not suggesting any radical changes, but even if they were locked in for three years, if there was a significant difference and no termination cost then should they not know that.

Chair Hansen favored a committee and to look at how co-pays and monthly costs per employee rank with others around us.

County Administrator Petito continued the presentation on the options to reduce legacy expenditures, stating this was a delicate subject that would require a great deal of time to unwind, but the County needed to start the conversations and come up with a phase-out approach for implementation. Stated it would require a very strong communication plan with a lot of collaboration and coordination on how to implement these changes.

Continued the presentation with a review of options to diversify revenues. Recommended the BCC consider the following options: taxing districts, dedicated millage, 1% emergency fire rescue and facilities surtax, and a ½ cent small county surtax. Stated any of these options would provide some relief to the general fund ad valorem millage and opportunities for improved services and potential growth as the community grows. Stated she was looking for BCC comments or consensus on moving forward.

Chair Hansen favored having a list of things the County did that it was not required to and did not match up with the strategic plan. Requested staff put a list together.

Commissioner Pennington noted the BCC already made a consensus on the Fire Rescue MTSU and asked would a decision on that be needed versus the surtax.

County Administrator Petito stated yes and had noted to do an RFP looking at Fire Rescue moving forward to bring back to the BCC and had a consensus for an insurance review committee meeting to discuss options and would work with Commissioner O'Brien on that.

Assistant County Attorney Moylan advised if Commissioner O'Brien served on the committee, that would subject him to the Sunshine Law; therefore, he would not be able to speak with the other committee members and wanted to make sure that was the commissioner's intent.

Chair Hansen requested the ½ cent small county surtax be placed on an agenda for discussion.

Commissioner Sullivan agreed.

Commissioner Pennington favored looking at the lazy assets and to eliminate what was not statutorily required before levying a tax.

**(Item 6 – continued)**

County Administrator Petito replied would need to put it on an agenda in time to be implemented for next fiscal year and because she believed it was going to be a combination of all these things was looking for BCC guidance.

Commissioner O'Brien recommended starting with a list of lazy assets, then prioritizing the extra-statutory expenses to hold discussions on reducing or phasing them out and by then the RFP should be available for the BCC to discuss. Suggested after all that, then discuss the ½ cent sales tax. Agreed with Commissioner Pennington on looking at the expense side first.

Commissioner Dance agreed. Commented the ½ cent surtax would require a very prudent strategic plan and a ten-year course of expenditures needing to be verified as to need, requiring time and communications with the municipalities.

Chair Hansen asked County Administrator to reach out to the City of Palm Coast.

Deputy County Attorney Moylan advised with a MSTU or MSBU, if portions of or all the cities were included, they would have to approve it through their city ordinance and likely interlocal agreements. Explained if the County did a taxing unit, the millage counted against the ten mills for municipal purposes, but since they were not anywhere near the ten-mill cap they might not have a problem, but it was something to keep mind.

**ITEM 7 – PUBLIC COMMENT**

None

**ADJOURNMENT**

The meeting was adjourned by consensus at 11:24 a.m.

APPROVED AND ADOPTED \_\_\_\_\_

ATTEST:

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Gregory L. Hansen  
Chair

**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:** February 20, 2022

**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 declared local states of emergency for Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and this year for Hurricanes Ian and Nicole.

Due to the cumulative effect of the storms as well as the tidal events, nor'easters, and erosion generally, Flagler County is now in the most precarious position relative to ocean flooding in its history. Public and private property on the barrier island remain vulnerable to catastrophic storm damage without further and sustained protective efforts. FEMA and Florida Department of Environmental Protection (DEP) have provided grant funding to renourish portions of the coastline in the northern portion of the County. The Board has hired a coastal engineer and is working on a long-term beach management plan and is also exploring additional projects and how to fund them.

The County will commence a repair project for emergency berms in the northern part of Flagler County. The Board is being asked to authorize and direct County forces to proceed taking all necessary action to commence these repair activities. The action requested also includes informing the public of the project and especially coastal property owners. If any owners have issues, staff will address them, including excluding them from the project but only if legally required and only after notifying such owners of the perils of being excluded from the project. Further, as other funds become available from DEP and possibly other sources, they will be added so as to lengthen the segment of beach being repaired. The same contractor will be used to take advantage of economies of scale and reducing mobilization costs.

In addition, the County continues to press for obtaining the last two easements necessary for the Army Corps of Engineers to conduct a beach renourishment project in south Flagler Beach which are presently before the federal bankruptcy court due to irregularities in how the owner of the two dune remnants treated them in her personal bankruptcy.

The County intends to also renourish the rest of Flagler Beach through a combination of funding from the Florida Department of Transportation and DEP, utilizing the same contractor as the Army Corps of Engineers project to save significant mobilization costs.

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

**FUNDING INFORMATION:** Funding for the Debris Monitoring Task Order is available within the Disaster Relief Fund.

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

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

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

**ATTACHMENTS:**

1. Proclamation Extending State of Local Emergency – Hurricanes Matthew, Ian, and Nicole  
02/13/2023
2. Proclamation Extending State of Local Emergency – Hurricanes Matthew, Ian, and Nicole,  
02/20/2023

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

**February 13, 2023**

**WHEREAS**, on October 4, 2016, in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida, with the concurrence of the County's Emergency Management Director, the Sheriff, and the County Administrator, issued a Proclamation declaring a state of local emergency, dated October 4, 2016, recorded in the Official Records of Flagler County at Book 2161, Page 1453; and

**WHEREAS**, Hurricane Matthew passed along the County's coastline on October 7, 2016, severely damaging the entire dune system of the County, flooding hundreds of homes through dune breaches and destroying public infrastructure and other public and private property along the coastline; and

**WHEREAS**, Hurricane Matthew exposed the entire beachfront of Flagler County to a critical risk of further damage and had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, collapsing part of the right of way, rendering parts of the roadway impassable, and further exacerbating the vulnerability of adjoining homes and businesses; and

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

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

**WHEREAS**, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further scarping the already badly damaged dune system of the county, flooding hundreds of homes, and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

**WHEREAS**, as a result of Hurricane Matthew compounded with subsequent weather events, the County engaged in a coastal dunes rehabilitation effort at multiple locations along the Flagler County coast, including:

- i.) the installation of a seawall in Painters Hill to prevent the collapse of homes onto the beach;

- ii.) the construction and vegetating of an emergency protective berm along 12 miles of the dunes in unincorporated Flagler County and in the incorporated communities of Marineland and Beverly Beach;
- iii.) the repair of dune crossovers and the installation of specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic; and
- iv.) the issuance of Emergency Orders 2018-02 and 2018-03; and

**WHEREAS**, in September 2019, Hurricane Dorian slowly passed Flagler County offshore, churning rough surf and crashing enormous breakers into the beaches and dunes, causing a dune breach, several over washes and scarping, and causing approximately \$3.7 million in damage to the dune system of Flagler County; and

**WHEREAS**, the County is now also endeavoring to build the largest and most significant public works project in its history, a multi-agency storm damage reduction project to renourish the dunes immediately adjacent to State Road A1A within the City of Flagler Beach; and

**WHEREAS**, the County has continued to work collaboratively with stakeholder agencies such as the Army Corps of Engineers (“ACOE”), the Florida Department of Transportation (“FDOT”), the Florida Department of Environmental Protection (“FDEP”), and the municipalities, to seek funding and devise projects that will renourish and fortify the dunes and beaches, all with the aim of protecting life and property from further coastal storms and destruction of property and community infrastructure; and

**WHEREAS**, in order to validate the use of public resources to make emergency dune repairs and to construct beach access points, as well as to guarantee the public’s right to access and utilize the beaches of the County, the Board of County Commissioners enacted into ordinance in July 2018, in accordance with state law, a declaration recognizing the customary use of the beaches of the entire county by the public; and

**WHEREAS**, the County implemented a “Dodge the Dunes” program to educate visitors and residents not to traverse over the dunes in Flagler County and specifically focusing on the FDOT right of way in Flagler Beach, and in addition, the County issued Emergency Orders 2018-02 and 2018-03, prohibiting driving or parking of vehicles on the beaches and dunes and prohibiting the traversing of the dunes in the entire county by pedestrians and equestrian riders except at designated access points; and

**WHEREAS**, even as the Flagler County community continued to recover from these storms, Hurricane Ian struck Flagler County with tropical storm force winds and torrential rainfall on September 29, 2022, flooding roadways, neighborhoods, and dozens of homes and eliminating vast swaths of the entire Atlantic coastline dune system of Flagler County; and

**WHEREAS**, the damage caused by Hurricane Ian to the County's dune system, already battered by Hurricanes Matthew, Irma, and Dorian, as well as powerful Nor'easters and tidal events, exposes the residents, neighborhoods, and infrastructure on the barrier island and along the Intracoastal and canals to a much greater chance of catastrophic damage from future storms and even tidal events; and

**WHEREAS**, only weeks after the destruction of the dunes caused by Hurricane Ian, Hurricane Nicole struck Flagler County on November 9, 2022, with tropical storm strength winds, higher than normal tides, and enormous, powerful waves that decimated what little remained the County's fragile and battered dune system, flooding dozens of homes and severely damaging public infrastructure including State Road A1A again collapsing parts of the roadway; and

**WHEREAS**, using independent coastal engineers, the County has estimated the aggregate damage to the Flagler beaches to be \$150 Million; and

**WHEREAS**, the County has now secured funding from the Federal Emergency Management Agency ("FEMA") to repair and restore the dune system along approximately 2 miles, and the County also has pending requests for additional funding to renourish additional portions of the coastline in the northern portion of the County where entire neighborhoods presently lie completely exposed to the ocean; and

**WHEREAS**, while general public perception understandably focuses on the impact of hurricanes, Nor'easters have historically caused a great deal of erosion of the county's coastline typically during winter months but now occurring more frequently out of that season; and

**WHEREAS**, even current weather events with heightened tides but not classified as storm events are nevertheless taking their toll on the vulnerable beaches, causing further scarping and dune berm collapses; and

**WHEREAS**, the County has obtained the approval of FEMA to proceed with its northern County project, and the County has solicited and is entering into an agreement with a construction company to build the project; and

**WHEREAS**, the County Commission has authorized and directed its forces to proceed with the project immediately to mitigate against any further losses that may occur during the winter season, including any extension of the FEMA project where funding is obtained to permit such extension; and

**WHEREAS**, the County Commission has directed its staff to publicly announce the project to inform its citizens and particularly beachside property owners of the coming project being performed on an emergency basis and to explain the necessity and benefits of the project; and

**WHEREAS**, the County Commission has further directed its staff to address any concerns of beachside property owners regarding beach renourishment, including those that directly adjoin the beach where the FEMA funded project is to occur to address any issues they raise and, if necessary, to skip their individual properties for legal reasons but putting them on notice of the perils of being skipped; and

**WHEREAS**, for long term planning, Flagler County has engaged a coastal engineer to develop a beach management plan and to identify options for funding beach resiliency projects, and the County is presently requesting partnership with the ACOE to conduct a beach renourishment feasibility study in the portions of the County's coastline not included within the current ACOE project in Flagler Beach; and

**WHEREAS**, the County is exploring other emergency measures to fill gaps in the dunes that, if not repaired and restored, will allow storm or wave surge events to jeopardize State Road A1A, a critical evacuation route, and damage coastal neighborhoods; and

**WHEREAS**, the need to facilitate procurement for these and other recovery efforts is urgent due to the risk of future hurricanes, and accordingly, the County has adopted an expedited procurement process under its emergency powers as needed; and

**WHEREAS**, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities—all with the goal of mitigating future losses.

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

1. The 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 13th day of February 2023.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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Gregory L. Hansen, Chair

**CONCURRENCE:**

**Heidi Petito**

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Date: 2023.01.19 17:13:03  
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Heidi Petito  
County Administrator

**Jonathan Lord**

Digitally signed by Jonathan  
Lord  
Date: 2023.01.20 08:23:09 -05'00'

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Jonathan Lord  
Emergency Management Director

**APPROVED AS TO FORM:**

**Sean S. Moylan**

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Date: 2023.01.20 09:15:28 -05'00'

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Sean S. Moylan  
Deputy County Attorney

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

**February 20, 2023**

**WHEREAS**, on October 4, 2016, in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida, with the concurrence of the County's Emergency Management Director, the Sheriff, and the County Administrator, issued a Proclamation declaring a state of local emergency, dated October 4, 2016, recorded in the Official Records of Flagler County at Book 2161, Page 1453; and

**WHEREAS**, Hurricane Matthew passed along the County's coastline on October 7, 2016, severely damaging the entire dune system of the County, flooding hundreds of homes through dune breaches and destroying public infrastructure and other public and private property along the coastline; and

**WHEREAS**, Hurricane Matthew exposed the entire beachfront of Flagler County to a critical risk of further damage and had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, collapsing part of the right of way, rendering parts of the roadway impassable, and further exacerbating the vulnerability of adjoining homes and businesses; and

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

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

**WHEREAS**, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further scarping the already badly damaged dune system of the county, flooding hundreds of homes, and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

**WHEREAS**, as a result of Hurricane Matthew compounded with subsequent weather events, the County engaged in a coastal dunes rehabilitation effort at multiple locations along the Flagler County coast, including:

- i.) the installation of a seawall in Painters Hill to prevent the collapse of homes onto the beach;

- ii.) the construction and vegetating of an emergency protective berm along 12 miles of the dunes in unincorporated Flagler County and in the incorporated communities of Marineland and Beverly Beach;
- iii.) the repair of dune crossovers and the installation of specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic; and
- iv.) the issuance of Emergency Orders 2018-02 and 2018-03; and

**WHEREAS**, in September 2019, Hurricane Dorian slowly passed Flagler County offshore, churning rough surf and crashing enormous breakers into the beaches and dunes, causing a dune breach, several over washes and scarping, and causing approximately \$3.7 million in damage to the dune system of Flagler County; and

**WHEREAS**, the County is now also endeavoring to build the largest and most significant public works project in its history, a multi-agency storm damage reduction project to renourish the dunes immediately adjacent to State Road A1A within the City of Flagler Beach; and

**WHEREAS**, the County has continued to work collaboratively with stakeholder agencies such as the Army Corps of Engineers (“ACOE”), the Florida Department of Transportation (“FDOT”), the Florida Department of Environmental Protection (“FDEP”), and the municipalities, to seek funding and devise projects that will renourish and fortify the dunes and beaches, all with the aim of protecting life and property from further coastal storms and destruction of property and community infrastructure; and

**WHEREAS**, in order to validate the use of public resources to make emergency dune repairs and to construct beach access points, as well as to guarantee the public’s right to access and utilize the beaches of the County, the Board of County Commissioners enacted into ordinance in July 2018, in accordance with state law, a declaration recognizing the customary use of the beaches of the entire county by the public; and

**WHEREAS**, the County implemented a “Dodge the Dunes” program to educate visitors and residents not to traverse over the dunes in Flagler County and specifically focusing on the FDOT right of way in Flagler Beach, and in addition, the County issued Emergency Orders 2018-02 and 2018-03, prohibiting driving or parking of vehicles on the beaches and dunes and prohibiting the traversing of the dunes in the entire county by pedestrians and equestrian riders except at designated access points; and

**WHEREAS**, even as the Flagler County community continued to recover from these storms, Hurricane Ian struck Flagler County with tropical storm force winds and torrential rainfall on September 29, 2022, flooding roadways, neighborhoods, and dozens of homes and eliminating vast swaths of the entire Atlantic coastline dune system of Flagler County; and

**WHEREAS**, the damage caused by Hurricane Ian to the County's dune system, already battered by Hurricanes Matthew, Irma, and Dorian, as well as powerful Nor'easters and tidal events, exposes the residents, neighborhoods, and infrastructure on the barrier island and along the Intracoastal and canals to a much greater chance of catastrophic damage from future storms and even tidal events; and

**WHEREAS**, only weeks after the destruction of the dunes caused by Hurricane Ian, Hurricane Nicole struck Flagler County on November 9, 2022, with tropical storm strength winds, higher than normal tides, and enormous, powerful waves that decimated what little remained the County's fragile and battered dune system, flooding dozens of homes and severely damaging public infrastructure including State Road A1A again collapsing parts of the roadway; and

**WHEREAS**, using independent coastal engineers, the County has estimated the aggregate damage to the Flagler beaches to be \$150 Million; and

**WHEREAS**, the County has now secured funding from the Federal Emergency Management Agency ("FEMA") to repair and restore the dune system along approximately 2 miles, and the County also has pending requests for additional funding to renourish additional portions of the coastline in the northern portion of the County where entire neighborhoods presently lie completely exposed to the ocean; and

**WHEREAS**, while general public perception understandably focuses on the impact of hurricanes, Nor'easters have historically caused a great deal of erosion of the county's coastline typically during winter months but now occurring more frequently out of that season; and

**WHEREAS**, even current weather events with heightened tides but not classified as storm events are nevertheless taking their toll on the vulnerable beaches, causing further scarping and dune berm collapses; and

**WHEREAS**, the County has obtained the approval of FEMA to proceed with its northern County project, and the County has solicited and is entering into an agreement with a construction company to build the project; and

**WHEREAS**, the County Commission has authorized and directed its forces to proceed with the project immediately to mitigate against any further losses that may occur during the winter season, including any extension of the FEMA project where funding is obtained to permit such extension; and

**WHEREAS**, the County Commission has directed its staff to publicly announce the project to inform its citizens and particularly beachside property owners of the coming project being performed on an emergency basis and to explain the necessity and benefits of the project; and

**WHEREAS**, the County Commission has further directed its staff to address any concerns of beachside property owners regarding beach renourishment, including those that directly adjoin the beach where the FEMA funded project is to occur to address any issues they raise and, if necessary, to skip their individual properties for legal reasons but putting them on notice of the perils of being skipped; and

**WHEREAS**, for long term planning, Flagler County has engaged a coastal engineer to develop a beach management plan and to identify options for funding beach resiliency projects, and the County is presently requesting partnership with the ACOE to conduct a beach renourishment feasibility study in the portions of the County's coastline not included within the current ACOE project in Flagler Beach; and

**WHEREAS**, the County is exploring other emergency measures to fill gaps in the dunes that, if not repaired and restored, will allow storm or wave surge events to jeopardize State Road A1A, a critical evacuation route, and damage coastal neighborhoods; and

**WHEREAS**, the need to facilitate procurement for these and other recovery efforts is urgent due to the risk of future hurricanes, and accordingly, the County has adopted an expedited procurement process under its emergency powers as needed; and

**WHEREAS**, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities—all with the goal of mitigating future losses.

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

1. The 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 20th day of February 2023.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

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Gregory L. Hansen, Chair

**CONCURRENCE:**

**Heidi Petito**

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Date: 2023.01.19 17:13:40 -05'00'

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Heidi Petito  
County Administrator

**Jonathan Lord**

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Date: 2023.01.20 08:23:43 -05'00'

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Jonathan Lord  
Emergency Management Director

**APPROVED AS TO FORM:**

**Sean S. Moylan**

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Date: 2023.01.20 09:15:50 -05'00'

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Sean S. Moylan  
Deputy 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:** February 20, 2023

**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 2022 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

BOCC DATE	ITEM#	LOG#	CLERK#	FCID#	ACQ DATE	ORIG COST	DESCRIPTION	VIN/SERIAL #	REASON FOR DISPOSAL
20-Feb	1		7428	9660	12/27/2017	\$ 97,674.00	2018 FREIGHTLINER DUMP TRUCK	1FVHCYFE4JHJU9207	WRECKED
20-Feb	2		6749	9176	9/30/2015	\$ 11,489.00	2015 HONDA PIONEER 700 ATV	1HFVE0228F4102627	MET USEFUL LIFE
20-Feb	3		2701	822	5/19/2004	\$ 28,006.00	2004 NEW HOLLAND TS115A TRACTOR	ACP226994	MET USEFUL LIFE
20-Feb	4		2708	865	9/30/2004	\$ 86,658.00	2004 CAT CS533E COMPACTOR	DAK00160	MET USEFUL LIFE
20-Feb	5	23-05	8207	10495	9/30/2019	DONATION	2007 CHEV 2500 FLATBEAD	1GCHK29K07E562832	MET USEFUL LIFE
*20-Feb	6	23-06	2695	819	4/13/2004	\$ 16,145.15	2004 CHEVY 2500	1GCHC24U34E256760	MET USEFUL LIFE

\*This item has been removed from the list - Updated 02-20-2023

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

**SUBJECT:** Consideration of a Resolution to Allow Florida Development Finance Corporation to Issue Advantageous Revenue Bond Financing to Waste Pro USA, Inc. for the Flagler County Portion of the Issuance of the Series 2023 Bonds and to the Use of a Portion of the Proceeds to Finance the Improvements to Waste Pro's Flagler County Facility in an Aggregate Principal Amount Not to Exceed \$4,000,000.

**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY:** The Florida Legislature created the Florida Development Finance Corporation ("FDFC") to issue revenue bonds to finance projects for the benefit of approved Florida businesses to enhance the economic development of the State, provided that the FDFC as the issuer has entered into an interlocal agreement with the local government in which the project to be financed is located. Flagler County and FDFC entered into an interlocal in 2013 which allows FDFC to issue bonds for projects in the county subject to Flagler County's right to consent to each such project.

Waste Pro USA, Inc. has requested FDFC to issue solid waste disposal revenue bonds to finance its acquisition, construction, and equipping of its facility located at 401 South Bay Street in Bunnell. WastePro will utilize proceeds not to exceed \$4 million to repair/purchase solid waste collection vehicles, collection containers and compactors, and other related machinery for the collection, storage, treatment, processing, and disposal of solid waste. The bonds to be issued shall not constitute an indebtedness or pledge of credit or taxing power of the County but shall be payable solely from the revenues pledged by WastePro through an agreement with FDFC.

**FUNDING INFORMATION:** This agreement will have no funding impacts or financial obligations for Flagler County.

**DEPARTMENT CONTACT:** John Brower, Financial Services Director (386) 313-4008

**RECOMMENDATION:** Recommend the Board Approve the Resolution consenting to the Florida Development Finance Corporation issuing revenue bonds to WastePro for improvements to its facility in Bunnell.

**ATTACHMENTS:**

1. Resolution

**RESOLUTION NO. 2023-\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA APPROVING THE ISSUANCE OF FLORIDA DEVELOPMENT FINANCE CORPORATION SOLID WASTE DISPOSAL REVENUE BONDS (WASTE PRO USA, INC. PROJECT), SERIES 2023; PROVIDING AN EFFECTIVE DATE**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY (THE “BOARD”), FLORIDA:**

**WHEREAS**, the Florida Development Finance Corporation (the “Issuer”) was created by the Florida Development Finance Corporation Act, Chapter 288, Part X, Florida Statutes (the “Act”), which provides, in part, that the Issuer may issue revenue bonds to finance projects for the benefit of approved Florida businesses to enhance the economic development of the State of Florida, provided that the Issuer has entered into an interlocal agreement with the local governmental agency in which the project will be located; and

**WHEREAS**, the Issuer and Flagler County, Florida (the “County”) have previously entered into an Interlocal Agreement dated December 2, 2013, a copy of which is attached hereto as Exhibit “A,” which permits the Issuer to issue revenue bonds to finance and refinance projects located within the jurisdictional limits of the County, subject to the County’s reserved right to consent to each such project; and

**WHEREAS**, Waste Pro USA, Inc., on behalf of itself and one or more of its affiliates (collectively, the “Borrower”) has requested the issuance of the Issuer’s Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project), Series 2023 (the “Series 2023 Bonds”) to provide financing for the acquisition, construction and equipping of solid waste disposal facilities located throughout the State of Florida and used in connection with the disposal, conversion, or reclamation of solid waste (collectively, the “Project”); and

**WHEREAS**, the Project will be financed as part of an ongoing plan of financing for eligible capital projects to be used as solid waste facilities including, but not limited to, the Borrower’s facilities located in Flagler County, Florida at 401 South Bay Street, Bunnell, Florida 32110 (the “Flagler County Facility”); and

**WHEREAS**, the Borrower anticipates that a portion of the Bond proceeds in an amount not to exceed \$4,000,000 will be utilized to finance or refinance improvements to the Flagler County Facility which improvements include, but are not limited to, the purchase of new collection vehicles and/or repairs to existing collection vehicles, solid waste collection containers and compactors, and other related machinery, equipment, and property used for the collection, storage, treatment, utilization, processing, or final disposal of solid waste; and

**WHEREAS**, the issuance of the Series 2023 Bonds for the purpose of funding improvements to the Flagler County Facility is in the best interests of the County.

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

**Section 1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**Section 2. Consent to Issuance of the Bonds.** Based upon the foregoing, and pursuant to the terms of the Interlocal Agreement, the Board hereby consents to the issuance of the Series 2023 Bonds and to the use of a portion of the proceeds to finance or refinance the improvements to the Flagler County Facility. In addition, the Issuer may issue additional bonds in the future for the purpose of refinancing the Series 2023 Bonds, at such time as the Issuer may determine in its discretion, throughout the period the Series 2023 Bonds remain outstanding.

**Section 3. Limitation.** The Series 2023 Bonds approved hereunder and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Flagler County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan agreement or other finance agreement(s) entered into by the Issuer prior to or contemporaneously with the issuance of the Series 2023 Bonds. The approval given herein shall not be construed as an approval of any zoning application or any regulatory permit required in connection with the Flagler County Facility, nor creating any vested rights with respect to any land use regulations, and this Board shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any authority or responsibilities it may have in that regard.

**Section 4. Repealing Clause.** All restrictions or resolutions or portions thereof in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**DONE AND ADOPTED** this 20th day of February 2023, by the Board of County Commissioners of Flagler County, Florida.

ATTEST:

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Gregory L. Hansen, Chair

**APPROVED AS TO FORM:**

Sean S. Moylan Digitally signed by Sean S.  
Moylan  
Date: 2023.02.08 14:00:07  
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\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

EXHIBIT A

DOC# 20140025435 B: 10690 P: 2575  
01/15/2014 01:28:52 PM Page 1 of 5  
Rec Fee: \$44.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: BROAD AND CASSEL



This instrument was prepared by or under the supervision of (and after recording should be returned to):

Joseph B. Stanton, Esq.  
Broad and Cassel  
390 N. Orange Ave.  
Suite 1400  
Orlando, Florida 32801

(Space reserved for Clerk of Court)

**INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT ("Agreement") dated this \_\_ day of December, 2013, is made by and between FLAGLER COUNTY, FLORIDA (the "County") and the FLORIDA DEVELOPMENT FINANCE CORPORATION (the "FDFC").

WHEREAS, the Legislature of the State of Florida (the "Legislature") adopted the Florida Development Finance Corporation Act of 1993 (the "Act"); and

WHEREAS, the Legislature determined that it was necessary, in order to achieve the purposes of the Act, as amended, to create a special development finance authority to cooperate and act in conjunction with public agencies of Florida's state and local governments through interlocal agreements pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (the "Interlocal Act"), in the promotion and advancement of projects related to economic development throughout the State of Florida (the "State"); and

WHEREAS, the County and the FDFC wish to achieve the purposes set forth in Section 288.9602, Florida Statutes; and

WHEREAS, pursuant to the Act the FDFC was created, with the power to function for any purposes of the Act within the corporate limits of any public agency once it has entered into an interlocal agreement with that public agency; and

WHEREAS, the County desires to enter into an interlocal agreement with the FDFC to allow the FDFC to act within the corporate limits of the County.

NOW, THEREFORE, the County and the FDFC agree as follows:

**Section 1. Authorization to Act**

The County and the FDFC agree that the FDFC will have the full right, power and authority to exercise all powers set forth in the Act within the County's corporate limits; provided, however, that the Board of County Commissioners of Flagler County reserves the right to consent to each project to be financed within the jurisdictional limits of the County, and to adopt and amend policies applicable to obtaining the consent required herein. The County hereby consents to the issuance by

BK: 1980 PG: 668

FDFC of its Revenue Bonds (the "Bonds") pursuant to this Interlocal Agreement, the proceeds of which will be loaned to Allied Fiber, LLC and/or one or more of its affiliates, subsidiaries or related entities, including without limitation, Allied Fiber-Florida, LLC, for the purpose of financing or refinancing the acquisition, construction, equipping and development activities associated with laying and installing fiber optic cable along the east coast of Florida.

**Section 2. Costs and Indebtedness**

The FDFC will be solely responsible for all indebtedness, liabilities, costs or expenses of the FDFC as permitted pursuant to the Act. The County will not be responsible for any indebtedness, liabilities, costs or expenses of the FDFC. All recording fees relating to the recording of this Agreement shall be the exclusive responsibility of FDFC.

Bonds, notes or other indebtedness issued by FDFC:

- a. will not constitute and will not be construed as a debt, liability, or obligation of the County, the State or any subdivision thereof;
- b. will not constitute and will not be construed as a pledge of the faith and credit or any taxing power of the County or the State or any subdivision thereof; and
- c. will be limited obligations of the FDFC payable solely from and secured by a pledge of payments made by the FDFC and other funds provided therefore;
- d. will not reference in any context, except for geographic purposes, the political subdivision of the State known as Flagler County on or within said bond, note or other form of indebtedness.

**Section 3. Notification to County**

The FDFC shall notify the County Administrator within twenty (20) days of receipt of an application for financing pursuant to the Act for projects located in the County.

**Section 4. FDFC Operations**

The FDFC will be responsible for administering its own affairs pursuant to the Act and this Agreement and will not be required to obtain any further approval, consent or authorization from the County, except as the Act or any other provision of applicable law or this Agreement may provide.

**Section 5. Effective Date of Agreement**

This Agreement is effective upon being filed with the Clerk of the Circuit Court & Comptroller of Flagler County, as required by law.

BK: 1980 PG: 669

**Section 6. Duration of Agreement**

The term of this Agreement will be for a one year period and shall automatically be renewed each year for an additional one year period unless the County or the FDFC provide written notice to the other party that the party wishes to terminate this Agreement. If that notice has been provided, this Agreement will terminate on or before sixty (60) days from the receipt of the notice. Such termination shall not affect any Bonds, notes or other indebtedness issued by FDFC pursuant to this Agreement prior to the effective date of any termination of this Agreement.

**Section 7. Effect on Flagler County**

This Agreement shall have no effect on the authority or ability of Flagler County to grant or allow any other enterprise to install or operate fiber optic or other technology communication infrastructure within the jurisdiction of Flagler County, Florida. This Agreement confers no franchise or license to any applicant selected for financing by the FDFC.

**Section 7. Severability**

If any one or more of the sections of this Agreement are held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, contrary to any express provision or provision of public policy or for any reason held invalid, then those sections will be null and void and will be deemed separate from any other sections of this Agreement.

**Section 8. Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**IN WITNESS WHEREOF**, the County and the FDFC have caused this Agreement to be executed by their duly authorized representatives.

*[Signatures continue next page]*

BK: 1980 PG: 670

FLORIDA DEVELOPMENT FINANCE CORPORATION

By: [Signature]  
Its: EXECUTIVE DIRECTOR

STATE OF FLORIDA  
COUNTY OF orange

SWORN TO AND SUBSCRIBED before me this 2 day of December, 2013  
by Bill Spivey,

X who is personally known to me or  
who produced \_\_\_\_\_ as identification.



Linda Le Truong  
Signature of Notary Public

Linda Le Truong  
(Print Name of Notary Public)

Commission Expires: May 23, 2017

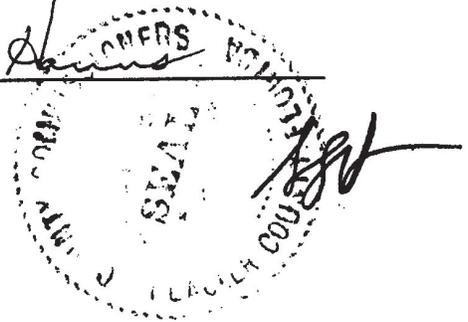
Commission # FF020903

[Signatures continue next page]

BK: 1980 PG: 671

FLAGLER COUNTY, FLORIDA

By: George Hanns  
Its: Chairman



ATTEST:

[Signature]  
Clerk of the Circuit Court & Comptroller

STATE OF FLORIDA  
COUNTY OF Flagler

SWORN TO AND SUBSCRIBED before me this 2<sup>nd</sup> day of December, 2013  
by George Hanns

who is personally known to me or  
 who produced \_\_\_\_\_ as identification.

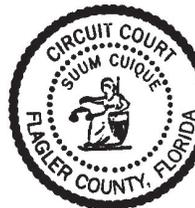
 **Pamela Jane McDermott**  
Commission # **EE178524**  
Expiration Date: 03/12/2016

Pamela Jane McDermott  
Signature of Notary Public

Pamela Jane McDermott  
(Print Name of Notary Public)

Commission Expires: 3/12/16

Commission # EE178524



I HEREBY CERTIFY this to be a true  
And correct copy of the original  
GAIL WADSWORTH  
CLERK OF COURTS

By: [Signature] DC

12-19-2013

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

**SUBJECT:** Consideration of an Amendment to the Fiscal Year 2022-23 Budget for Impacts of Hurricane Nicole.

**DATE OF MEETING:** February 20, 2022

**OVERVIEW/SUMMARY:** As a result of Hurricane Nicole, funding for the costs associated with storm preparation as it relates to Emergency Protective Measures, as well as recovery efforts related to post-storm activities needs to be appropriated. These costs include, personnel and operating costs related to staffing the Emergency Operations Center and the necessary personnel out in the field.

**STRATEGIC PLAN:**

Focus Area: Effective Government

- Goal 1- Maintain Financial Stability
  - Objective EG 1.1: Ensure a minimum of 5% operating reserves beginning each fiscal year for unforeseen expenses or natural disasters. (Reserved for contingencies.)
    - Measure 1.1.1: Prioritize support and flexibility within budget to successfully navigate unforeseen expenses within a given fiscal year.

**FUNDING INFORMATION:** A budget transfer from General Fund Reserves in the amount of \$271,000 for an interfund Transfer to our Disaster Fund 1184. Funding will be appropriated with approval of the Unanticipated Revenue Resolution. An additional \$249,500 is needed in the form of an interfund loan for cashflow purposes as we wait for projects to be formed and approved by FEMA and then for the normal reimbursement process to occur. The combined Budget Transfer and interfund loan total \$520,500 from the General Fund. In general, the cost share for FEMA projects is 75% Federal, 12.5% State, and 12.5% local, therefore it is anticipated that roughly \$459,000 of this transfer would be reimbursed in the future.

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

**RECOMMENDATION:** Request the Board approve the Unanticipated Revenue Resolution, Budget Transfer, and Interfund Loan.

**ATTACHMENTS:**

1. Unanticipated Revenue Resolution
2. Budget Transfer
3. Reserve Balance Worksheet

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED		
	ACCOUNT				LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2023	05	50256	02/08/2023	054	BUA NICOLE3	1	1			
1	00150000	598020			GenFund/Reserves	Reserve - Future Use				
	1001-150-5000-000000-	590-00-000-000-	598020-				17,673,950.00	-271,000.00	17,402,950.00	
							02/08/2023			
2	00149030	591001			GenFund/Transfers	Interfund Transfer				
	1001-149-4903-581900-	580-00-000-000-	591001-				6,818,281.00	271,000.00	7,089,281.00	
							02/08/2023			
						** JOURNAL TOTAL		0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: AGilbert

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2023	5	50256								
BUA	1001-150-5000-000000-590-00-000-000-598020-	02/08/2023	NICOLE3	054			Reserve - Future Use	5		271,000.00
BUA	1001-149-4903-581900-580-00-000-000-591001-	02/08/2023	NICOLE3	054			Interfund Transfer	5	271,000.00	
							JOURNAL 2023/05/50256	TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

\*\* END OF REPORT - Generated by Amanda Gilbert \*\*

**RESOLUTION 2023 - \_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE DISASTER RELIEF FUND BUDGET FOR FISCAL YEAR 2022-23 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE**

**WHEREAS**, it is necessary to increase the Disaster Relief Fund 1184 to receive unanticipated revenue from the General Fund for expenditures related to Hurricane Nicole; 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 Disaster Relief Fund 1184 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, is approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 20<sup>th</sup> day of February 2023.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Gregory L. Hansen, Chair

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2023	05	50259	02/08/2023	055	BUA NICOLE3URR	1	2			
1	18413810	381000		Disaster Relief Fund	Interfund Transfer In		-479,500.00	-271,000.00	-750,500.00	
	1184-001-0000-381000-380-00-000-000-381000-						02/08/2023			
2	11133110	531000		Disaster Relief	Professional Services		194,500.00	271,000.00	465,500.00	
	1184-138-3894-525300-520-52-000-000-531000-						02/08/2023			
** JOURNAL TOTAL								0.00		

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: BAllen

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2023	5	50259											
BUA	1184-001-0000-381000-380-00-000-000-381000-			02/08/2023	NICOLE3URR 055				Interfund Transfer In	T	5		271,000.00
BUA	1184-138-3894-525300-520-52-000-000-531000-			02/08/2023	NICOLE3URR 055				Professional Services	T	5	271,000.00	
												.00	.00
BUA	1184-000-0000-000000-000-00-000-000-241000-			02/08/2023	NICOLE3URR 055				Appropriations				271,000.00
BUA	1184-000-0000-000000-000-00-000-000-171000-			02/08/2023	NICOLE3URR 055				Estimated Revenues			271,000.00	
SYSTEM GENERATED ENTRIES TOTAL												271,000.00	271,000.00
JOURNAL 2023/05/50259 TOTAL												271,000.00	271,000.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1184	2023	5	50259	02/08/2023	Disaster Relief Fund		
					1184-000-0000-0000000-000-00-000-000-171000-		
					Estimated Revenues	271,000.00	
					1184-000-0000-0000000-000-00-000-000-241000-		
					Appropriations		271,000.00
					FUND TOTAL	271,000.00	271,000.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: BA11en

PA JOURNAL SOURCE	PROJECT	STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****			02/08/2023	2023/05/50259						
PAB	HXN23001	-TRK	-PSERV	-3894	055					
								T NICOLE3URR	5	271,000.00
								HXN23001 TOTAL:		271,000.00
** END OF REPORT - Generated by Brandy Allen **										

**Flagler County Board of County Commissioners**  
**Appropriated Reserves: General Fund**  
**FY 2023**  
**1001-150-5000-000000-590-00-000-000-598020**

Item Description	Date Approved	Interfund Loan	Budget Transfer	*Reserve Balance
FY23 Adopted Budget				18,025,916
Carryforward	11/21/2022		527,534	18,553,450
Hurricane Nicole	12/5/2022		(479,500)	18,073,950
Inmate Medical	12/5/2022		(400,000)	17,673,950
Emergency Sand Grant Interfund Loan	12/5/2022	(5,000,000)		12,673,950
Septic to Sewer Grant Interfund Loan	12/19/2022	(2,000,000)		10,673,950
Hurricane Dorian Interfund Loan for Dune Restoration PW 215	1/9/2023	(2,000,000)		8,673,950
Hurricane Nicole Budget Transfer			(271,000)	8,402,950
Hurricane Nicole Interfund Loan		(249,500)		8,153,450
		(9,249,500)	(622,966)	

\*Reserve balance is inclusive of pending transactions and items seeking approval at this meeting.

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

**SUBJECT:** Consideration of FEMA Reimbursement for Hurricane Ian through Federal Disaster Grant Assistance.

**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY:** Staff is seeking approval to execute a grant agreement with the State of Florida for reimbursement, from the Federal Emergency Management Agency (FEMA), of eligible costs incurred related to the County's response to Hurricane Ian. The County is required to execute a grant agreement with FDEM, which outlines the responsibilities of the grantee (FDEM) and subgrantee (County), before the disbursement of FEMA disaster assistance funds.

The Agreement outlines the general administrative rules for the assistance process. The Agreement, and its subsequent modifications, will cover all of the County's eligible expenses from Hurricane Ian, under the purview of the FEMA Public Assistance program

**STRATEGIC PLAN:** Focus area: Public Health & Safety

**FUNDING INFORMATION:** In general, the federal cost share for Public Assistance program reimbursements is 75%, while the State and County cost shares are each 12.5%. Percentages may change based on type of work, severity of event, and time period of when work was completed. (Ex: Cat A 100% for first 60 days)

**DEPARTMENT CONTACT:** Michael Catalano, Financial Analyst (386) 313-4049  
E. John Brower, Financial Services Director

**RECOMMENDATION:** Request the Board approve the grant agreement and resolution authorizing the County Administrator to execute the grant agreement as approved to form by the County Attorney.

**ATTACHMENTS:**

1. Grant Agreement Z2860
2. Authorizing Resolution

Agreement Number: Z2860

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Flagler County

Subrecipient's unique entity identifier: \_\_\_\_\_

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient  
by the pass-through entity to include this Agreement: \_\_\_\_\_

Total Amount of the Federal Award committed to the Subrecipient  
by the pass-through entity: \_\_\_\_\_

Federal award project description (see Federal Funding  
Accountability and Transparency Act (FFATA): Grant for communities to respond to and  
recover from major disasters or  
emergencies and for limited mitigation  
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity: Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): **Flagler County**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Flagler County (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name           Jennifer Stallings  
Title            Grant Program Manager  
Bureau of       Recovery  
Address:        Florida Division of Emergency Management  
                    2555 Shumard Oak Blvd.  
                    Tallahassee, FL 32399-2100  
Telephone:     (850) 815-4408  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: E. John Brower  
Address: 1769 E. Moody Blvd Bldg#2  
                    Bunnell, Fl. 32110

Telephone: 386-313-4036  
Email: JBrower@Flaglercounty.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

**(13) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	<b>Reporting Time Period</b>	<b>Subrecipient Report Submittal Deadline</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

#### **(19) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Flagler County

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

(Signature)

Name: Heidi Petito

*SSM*

Title: County Administrator

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

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

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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

Heidi Petito, County Administrator  
Name and Title

1769 E. Moody Blvd #3  
Street Address

Bunnell, FL, 32110  
City, State, Zip

\_\_\_\_\_  
Date

**Flagler County**  
Subrecipient's Name

Z2860  
DEM Contract Number

\_\_\_\_\_

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3:** "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Sub-Grantee:** Flagler County BOCC

**Box 1: Authorized Agent (Full Access)**

Agent's Name **E. John Brower**

Signature 

Organization / Official Position  
**FLAGLER COUNTY/ FINANCIAL SERVICES DIRECTOR**

Mailing Address  
**1769 E. MOODY BLVD, BLDG 2**

City, State, Zip  
**BUNNELL, FL 32110**

Daytime Telephone  
**386-313-4036**

E-mail Address  
**JBrower@flaglercounty.gov**

**Box 2: Primary Agent (Full Access)**

Agent's Name **Michael Catalano**

Signature 

Organization / Official Position  
**FLAGLER COUNTY/FINANCIAL ANALYST**

Mailing Address  
**1769 E. MOODY BLVD, BLDG 2**

City, State, Zip  
**BUNNELL, FL 32110**

Daytime Telephone  
**386-313-4049**

E-mail Address  
**MCatalano@flaglercounty.gov**

**Box 3: Alternate Agent (Full Access)**

Agent's Name **Jonathan Lord**

Signature 

Organization / Official Position  
**FLAGLER COUNTY/EMERGENCY MANAGEMENT DIRECTOR**

Mailing Address  
**1769 E. MOODY BLVD, BLDG 3**

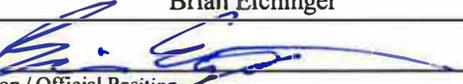
City, State, Zip  
**BUNNELL, FL 32110**

Daytime Telephone  
**386-313-4240**

E-mail Address  
**JLord@flaglercounty.gov**

**Box 4: Other-Finance/Point of Contact (Full Access)**

Official's Name **Brian Eichinger**

Signature 

Organization / Official Position  
**FLAGLER COUNTY/ BUDGET MANAGER**

Mailing Address  
**1769 E. MOODY BLVD, BLDG 2**

City, State, Zip  
**BUNNELL, FL 32110**

Daytime Telephone  
**386-313-4099**

E-mail Address  
**BEichinger@flaglercounty.gov**

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Agent's Name **Brandy Allen**

Signature 

Organization / Official Position  
**FLAGLER COUNTY/ FINANCIAL ANALYST**

Mailing Address  
**1769 E. MOODY BLVD, BLDG 2**

City, State, Zip  
**BUNNELL, FL 32110**

Daytime Telephone  
**386-313-4190**

E-mail Address  
**BAllen@flaglercounty.gov**

**Box 6: Other-Environmental-Historic (Full Access)**

Agent's Name **Amanda Gilbert**

Signature 

Organization / Official Position  
**FLAGLER COUNTY/ SENIOR FINANCIAL ANALYST**

Mailing Address  
**1769 E. MOODY BLVD, BLDG 2**

City, State, Zip  
**BUNNELL, FL 32110**

Daytime Telephone  
**386-313-4092**

E-mail Address  
**AGilbert@flaglercounty.gov**

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

 John Brower, Financial Services Director

**Sub-Grantee Authorized Agent Signature**



**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: Flagler County**

**Date:**

<b>Box 7: Other (Read Only Access)</b>	<b>Box 8: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 9: Other (Read Only Access)</b>	<b>Box 10: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

<b>Box 11: Other (Read Only Access)</b>	<b>Box 12: Other (Read Only Access)</b>
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: <b>Month:</b> OCTOBER <b>Day:</b> 1st
Subrecipient's Federal Employer's Identification Number (EIN) 59-6000605
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management
Subrecipient's: FIPS Number (If Known) 035-99035-00

**Attachment C**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, Flagler County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

Heidi Petito, County Administrator  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date

**RESOLUTION 2023 - \_\_\_\_**

**A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT.**

**WHEREAS**, the State of Florida Division of Emergency Management has awarded a Federally Funded Subaward and Grant Agreement, Agreement No.: Z2860 (the “Grant Agreement”) to the Flagler County Board of County Commissioners (“Flagler County”) related to Hurricane Ian; and

**NOW THEREFORE**, be it resolved by the Flagler County Board of County Commissioners as follows:

1. The Grant Agreement, including the assurances therein, is approved. The County Administrator is authorized to execute and deliver the Grant Agreement to the Florida Division of Emergency Management. The Financial Services Director shall be the Authorized Agent for purposes of the Grant Agreement.

2. This Resolution shall take effect upon adoption.

**ADOPTED** this 20<sup>th</sup> day of February 2023.

ATTEST:

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

\_\_\_\_\_  
Gregory L. Hansen, Chair

Approved as to Legal Form:

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.02.08 10:28:45 -05'00'

\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

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

**SUBJECT:** Adoption of a Resolution to Designate by Map that Ownership and Maintenance in Opossum Lane (County Road 14) is Vested in Flagler County.

**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY:** The approval of the Whistle Stop Farms subdivision plat (Map Book 40, Page 71, Public Records of Flagler County, Florida) by the City of Bunnell on July 25, 2022 has prompted questions regarding the extent of the County’s ownership and maintenance of Opossum Lane, also known as County Road 14. Parcel owners in the area have begun to assert claims of ownership over the roadway, especially to its East where it intersects with County Road 13:



The County has maintained this roadway far back into its history, with the County’s Road & Bridge Department regularly grading the approximately 24 foot wide travel surface and mowing the adjacent swales within the 30+/- foot right-of-way.

Florida Statutes provides a process through which a roadway like Opossum can be recognized as vested by the County:

“In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. 366.02(4). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;

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

- (b) The municipality, if it is a municipal street or road; or
  - (c) The state, if it is a road in the State Highway System or State Park Road System,
- whether or not there is a record of conveyance, dedication, or appropriation to the public use.” (s. 95.361(2), Florida Statutes).

And

“The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has vested in the state, a county, or a municipality in accordance with subsection (1) or subsection (2) or by any other means of acquisition, duly certified by:

- (a) The secretary of the Department of Transportation, or the secretary’s designee, if the road is a road in the State Highway System or State Park Road System;
- (b) The chair and clerk of the board of county commissioners of the county, if the road is a county road; or
- (c) The mayor and clerk of the municipality, if the road is a municipal road or street,

shall be prima facie evidence of ownership of the land by the state, county, or municipality, as the case may be.” (s. 95.361(3), Florida Statutes).

A search of the Board’s historic minutes did not include any Board action naming Opossum Lane or designating it as County Road 14. The adoption of the attached Resolution and its map makes clear for record purposes the County’s ownership and maintenance of Opossum Lane.

**STRATEGIC PLAN:**

Focus Area: Effective Government

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

Focus Area: Growth and Infrastructure

- Goal 1 – Provide Quality Fundamental Infrastructure and Assets
  - Objective GI 1.2: Expand and improve infrastructure to support commercial/industrial and residential growth.

**DEPARTMENT CONTACT:** Planning & Zoning, Adam Mengel (386) 313-4065

**RECOMMENDATION:** Request the Board adopt the resolution vesting the County’s ownership and maintenance in Opossum Lane (also known as County Road 14).

**ATTACHMENTS:**

1. Resolution and Map
2. Statement from Steven Durrance dated February 2, 2023

**RESOLUTION 2023-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, VESTING AND CERTIFYING OWNERSHIP OF OPOSSUM LANE, ALSO KNOWN AS COUNTY ROAD 14, TO FLAGLER COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the ownership of the limits of Opossum Lane, also known as County Road 14, is not clear and has not been previously established through Board action based on available records; however, Flagler County, through its ongoing maintenance, has regularly graded and regraded the dirt travel way of Opossum Lane measuring approximately twenty-four (24) feet in width; and

**WHEREAS**, in addition to maintaining the dirt travel way identified as Opossum Lane, Flagler County has regularly maintained swales on each side of the dirt travel way, with the limits of the County's maintenance of Opossum Lane consisting of 30+/- feet; and

**WHEREAS**, Flagler County has regularly maintained Opossum Lane in the manner described, dating back for an indefinite period to at least the 1970s, likely even earlier, and up to and including the present time; and

**WHEREAS**, while it has not been established through available records, it is presumed that the County originally constructed Opossum Lane and has regularly maintained the roadway since its original construction, and therefore the dedication of Opossum Lane to the public is presumed by operation of law pursuant to Section 95.361(2), Florida Statutes; and

**WHEREAS**, since there are no available records reflecting the County's initial construction of Opossum Lane, the County desires to invoke the provisions of Section 95.361(2), Florida Statutes, along with the adoption and filing of the map attached as Exhibit "A" hereto and made a part hereof by reference, so as to dedicate Opossum Lane to the public and vest its ownership in Flagler County.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA, THAT:**

1. The above Recitals are incorporated herein as Findings of Fact.
2. The map showing the lands comprising Opossum Lane (also known as County Road 14), as regularly maintained by Flagler County for the prescribed statutory period, is attached as Exhibit "A". The County Administrator shall cause the map to be filed with the Clerk of the Circuit Court of Flagler County, which filing shall vest all rights, title, easements, and appurtenances in and to Opossum Lane in Flagler County.

3. This Resolution shall take effect upon recording in the Official Records of Flagler County.

**APPROVED** in open session by the Flagler County Board of County Commissioners in Bunnell, Florida, on this 20th day of February 2023.

**FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

**ATTEST:**

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

\_\_\_\_\_  
Gregory L. Hansen, Chair

**APPROVED AS TO FORM:**

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.02.07 08:35:53 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

**[Exhibit "A" Map on following page.]**



 Opossum Ln (County Road 14) Right-of-Way Limits Parcel  
 Boundaries



# Opossum Lane

I hereby certify that Opossum Lane (County Rd 14) is hereby vested in the ownership of Flagler County as depicted herein, in accordance with Section 95.361(2), Florida Statutes.

Certified By:

Tom Bexley, Clerk of the Circuit Court and Comptroller

Certified By:

Gregory L. Hansen, Chair, Board of County Commissioners



Map date: 2/1/2023

**Road & Bridge**  
1769 E. Moody Blvd, Bldg. 5  
Bunnell, FL 32110



[www.flaglercounty.org](http://www.flaglercounty.org)  
Phone: (386) 313-4136  
Fax: (386) 313-4121

February 2, 2023

To Whom it May Concern:

Upon my hire date, January of 1996, I periodically maintained the .4 miles of Opossum Lane/County Rd 14 in the absence of George Clark. Operator IV George Clark maintained this road on his weekly route until his retirement in May of 2008, at which time it was added to my weekly route. Maintenance included grading the roadway and maintaining the drainage swales.

Regards,

Steven Durrance

A handwritten signature in black ink that reads "Steven Durrance".

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

**SUBJECT:** Consideration of Approval of the First Amendment to the Standard Grant Agreement #23FL1 between the Florida Department of Environmental Protection (FDEP) and Flagler County Board of County Commissioners for the 2022 Hurricane Ian and Nicole Emergency Recovery Project.

**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY:** The FDEP Standard Grant Agreement 23FL1, was approved by the County in December 2022. It provides \$5,000,000 to the County in state funding for emergency dune reconstruction consistent with the recovery plan along the Flagler County shoreline after Hurricanes Ian and Nicole. Subsequent to the grant's execution, FDEP changed the funding source to federal ARPA funds from the US Treasury as reflected in this FDEP Amendment 1. There will be no change to the funding amount or budget for Flagler County. Amendment 1 includes three Attachments that reflect the Federal ARPA funding requirements.

**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:** N/A

**DEPARTMENT CONTACT:** Faith Alkhatib, P.E., County Engineer (386) 313-4006

**RECOMMENDATIONS:** Request the Board to approve the First Amendment to the Standard Agreement #23FL1 between the Florida Department of Environmental Protection (FDEP) and Flagler County Board of County Commissioners.

**ATTACHMENTS:**

1. First Amendment 23FL1\_A1
2. FDEP Agreement 23FL1 and Agenda Memo

**AMENDMENT NO. 1  
TO AGREEMENT NO. 23FL1  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Agreement No. 23FL1 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Flagler County Board of County Commissioners, 1769 E. Moody Blvd, Building 2, Bunnell Florida 32110 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery Project effective December 22, 2022;

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

- 1) Section 5. of the Standard Grant Agreement is hereby revised to the following:

<b>Total Amount of Funding:</b>	<b>Funding Source?</b>	<b>Award #s or Line Item Appropriations:</b>	<b>Amount per Source(s):</b>
\$5,000,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	152- H 22	\$5,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
<b>Total Amount of Funding + Grantee Match, if any:</b>			\$5,000,000.00

- 2) Section 8. of the Standard Grant Agreement is hereby revised to the following:

Federal Award Identification Number(s) (FAIN):	<b>SLFRP0125</b>
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	<b>\$5,000,000.00</b>
Federal Awarding Agency:	<b>U.S. Department of Treasury</b>
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

- 3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 4) Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.
- 5) Exhibit A, Quarterly Project Progress Report, is here by deleted in its entirety and replaced with Exhibit A-1, ARPA Quarterly Project Progress Report, as attached to the Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, ARPA Quarterly Project Progress Report.
- 6) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

**Flagler County Board of County Commissioners**

**Florida Department of  
Environmental Protection**

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

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

*SSM*

Title: Chair

Secretary or Designee

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

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

**LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:**

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	3-A	Revised Grant Work Plan (2 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Exhibit	A-1	ARPA Quarterly Project Progress Report (2 pages)

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**ATTACHMENT 3-A  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery Project

**PROJECT LOCATION:** The project is located along 18.1 miles of Atlantic Ocean shoreline in Flagler County, Florida.

**PROJECT BACKGROUND:** The Project shoreline sustained beach and dune erosion from Hurricane Ian (category 4 storm in late September 2022) and Hurricane Nicole (category 1 storm in November 2022). Emergency sand placement due to Hurricane Ian is allowed under the provisions of Florida Governors' Executive Order Numbers 22-218 and 22-219, DEP issued Emergency Final Orders 22-2601, 22-2602, as amended. Emergency sand placement due to Hurricane Nicole is allowed under the provisions of Florida Governors' Executive Orders 22-553 and 22-555, DEP issued Emergency Final Orders 22-2815, 22-2816, as amended.

**PROJECT DESCRIPTION:** The Project consists of beach and dune sand placement consistent with the recovery plan to address impacts of Hurricane Ian and Nicole.

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection  
F.A.C. – Florida Administrative Code  
F.S. – Florida Statutes  
FEMA – Federal Emergency Management Agency  
FWC – Florida Fish and Wildlife Conservation Commission  
IMP – Inlet Management Plan  
USACE – United States Army Corps of Engineers

**TASKS and DELIVERABLES:**

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work

and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

**Task 1: Construction**

**Task Description:** This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Estimated Eligible Project Cost

<b>Task #</b>	<b>Eligible Project Tasks</b>	<b>DEP</b>	<b>Local</b>	<b>Total</b>
<b>1</b>	<b>Construction</b>	\$5,000,000.00	\$0.00	<b>\$5,000,000.00</b>
	<b>TOTAL PROJECT COSTS</b>	<b>\$5,000,000.00</b>	<b>\$0.00</b>	<b>\$5,000,000.00</b>

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Deliverable Due Date</b>
1	Construction	Contractual Services	\$5,000,000.00	11/22/2022	09/30/2025
Total:			\$5,000,000.00		

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Revised Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5-A**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see "AUDITS" below*), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5-A**

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5-A**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	\$5,000,000.00	085176
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$5,000,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

EXHIBIT A-1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART III  
ARPA QUARTERLY PROJECT PROGRESS REPORT

Name of Project: \_\_\_\_\_

Local Sponsor: \_\_\_\_\_

DEP Agreement Number: \_\_\_\_\_

Report Year: \_\_\_\_\_ Report Period (select one):

Q1: Jan – Mar 31     Q2: Apr – Jun 30     Q3: Jul – Sep 30     Q4: Oct – Dec 31

**For each task, include the following information:** Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. *(Use additional pages, if needed).*

Task 1: \_\_\_\_\_

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Task 2: \_\_\_\_\_

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Task 3: \_\_\_\_\_

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Task 4: \_\_\_\_\_

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**Completion Status for Tasks**

**Construction (Estimated):** \_\_\_\_\_ %

**SLERF Infrastructure Projects**

For infrastructure projects, the Grantee shall provide the following project information:

**Construction start date (month/year):** \_\_\_\_\_ Projected  or Actual

**Initiation of operation date (month/year):** \_\_\_\_\_ Projected  or Actual

**Project Location details:**

**Overall Project Completion (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager  
*(ink or Digital Timestamp)*

Date

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

**SUBJECT:** Consideration of Approval of the Standard Grant Agreement No. 23FL1 between Flagler County and the Florida Department of Environmental Protection (FDEP) for the 2022 Hurricane Ian and Nicole Emergency Recovery Project Implementation Financial Assistance in the Amount of \$5,000,000.

**DATE OF MEETING:** December 5, 2022

**OVERVIEW/SUMMARY:** Flagler County's 18.1 miles of the Atlantic Ocean shorelines that include the following communities and parks: Marineland, Matanzas Shores, Washington Oaks State Park, Sea Colony, MalaCompra Park, Hammock Dunes, Varn Park, Painters Hill, Beverly Beach, Flagler Beach, and Gamble Rogers State Recreation Area were severely impacted by two major back-to-back events, Hurricane Ian on September 29, 2022 and Hurricane Nicole on November 10, 2022. The storm tides coupled with the high wave energy resulted in a critically eroded dune system throughout the county.

The dune ridge along the northern Flagler County coast is relatively low where the storm surge and waves overtopped the dunes in several sections, and in some locations, dunes were totally removed causing storm tide flooding and sand overwash. Major inland flooding occurred along the Washington Oaks State Park and communities just to the south in Marineland Acres that resulted in streets flooding. These back-to-back storms also inflicted severe erosion along the coast in the Painters Hill area which is now threatening the single-family dwellings on the beach.

The FDEP emergency grant financial assistance for the 2022 Hurricane Ian and Nicole emergency recovery project will provide for the beach and dune sand placement along the Flagler County Atlantic Ocean shoreline.

**FUNDING INFORMATION:** Grant funds in the amount of \$5,000,000 will be appropriated with the approval of Unanticipated Revenue Resolution in the Tourist Development - Beach Restoration Fund 1111. This funding Agreement requires no local match. Staff also request that the board authorize an interfund loan from the General Fund up to \$5,000,000 for cashflow of this project. The interfund loan will be repaid in full by the grant funding.

**STRATEGIC PLAN:**

- Focus Area: Growth and Infrastructure
  - Goal 2 – Protect and manage natural resources
    - Objective GI 2.1: Develop stewardship plans for county managed natural resources.  
Measure GI 2.1.1: Protect and renourish the dunes/ beaches
    - Objective GI 2.3: Develop a beach management plan.  
Measure GI 2.3.1: Develop beach and parking plan for county shoreline.

**DEPARTMENT CONTACT:** Faith Alkhatib, County Engineer, 313-4045

**RECOMMENDATION:** Request the Board approve the FDEP Standard Grant Agreement No. 23FL1 and adopt the Resolution authorizing the Chair to execute the agreement between Flagler County and the Florida Department of Environmental Protection for implementation of the 2022 Hurricane Ian and Nicole emergency recovery project in the amount of \$5,000,000; authorize the County Administrator to deliver the agreement; administer performance of tasks; submit and furnish information and execute necessary instruments related to the Agreement, as approved to form by the County Attorney, approve the Unanticipated Revenue Resolution, and authorize an interfund loan in the amount of \$5,000,000.

**ATTACHMENTS:**

1. FDEP Standard Grant Agreement
2. Resolution
3. Unanticipated Revenue Resolution

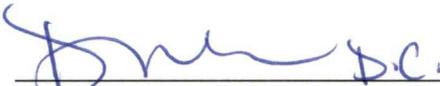
**Section 2.** The County Administrator, is hereby authorized to:

1. Deliver to the State of Florida Department of Environmental Protection the Beach Management Funding Assistance Program Grant Agreement, Agreement No. 23FL1, for the Flagler County Hurricanes Ian and Nicole Emergency Recovery project.
2. Submit and to furnish such information as Florida Department of Environmental Protection may request in connection with participation in the Beach Management Funding Assistance Program.
3. To execute any and all other necessary instruments in connection with the Beach Management Funding Assistance Program Grant Agreement for this project.

**Section 3.** This Resolution shall take effect upon execution.

**APPROVED** this 5<sup>th</sup> day of December 2022, by the Board of County Commissioners, Flagler County, Florida.

**ATTEST:**

  
Tom Bexley, Clerk of the  
Circuit Court & Comptroller

**BOARD OF COUNTY COMMISSIONERS  
OF FLAGLER COUNTY, FLORIDA**

  
Gregory L. Hansen, Chairman



**APPROVED AS TO FORM:**

Sean S. Moylan Digitally signed by Sean S. Moylan  
Date: 2022.11.29 10:37:57 -05'00'  
Sean S. Moylan, Deputy  
County Attorney

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery Project** Agreement Number: **23FL1**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Flagler County Board of County Commissioners** Entity Type: **Local Government**  
Grantee Address: **1769 E. Moody Blvd, Building 2, Bunnell, Florida 32110** FEID: **59-6000605** (Grantee)

3. Agreement Begin Date: **11/22/2022** Date of Expiration: **12/31/2025**

4. Project Number: \_\_\_\_\_ Project Location(s): **Flagler County**  
*(If different from Agreement Number)*  
Project Description: **The project consists of construction.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$ 5,000,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY 21/22 GAA Line Item #1647</b>	<b>\$ 5,000,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$ 5,000,000.00</b>

<p>6. Department's Grant Manager Name: <b>Alyssa Lamb</b> or successor Address: <b>Beach Management Funding Assistance 2600 Blair Stone Road, MS #3601 Tallahassee, Florida 32399</b> Phone: <b>850-245-8353</b> Email: <b>Alyssa.M.Lamb@FloridaDEP.gov</b></p>	<p>Grantee's Grant Manager Name: <b>Faith Alkhatib</b> or successor Address: <b>1769 E. Moody Blvd Building 2 Bunnell, FL 32110</b> Phone: <b>386-313-4045</b> Email: <b>falkhatib@flaglercounty.org</b></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808

Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Gregory L. Hansen GRANTEE  
Grantee Name

By Gregory L. Hansen 12/15/2022  
(Authorized Signature) Date Signed

Gregory L. Hansen, Chair of the Flagler County Board of County Commissioners

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection DEPARTMENT

By Alex Reed 12/22/2022  
Secretary or Designee Alex Reed, Director Date Signed  
Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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ORCP Additional Signatures

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**Alyssa Lamb** Digitally signed by Alyssa Lamb  
Date: 2022.12.19 10:34:19 -05'00'

DEP Grant Manager

**Randall Wilson** Digitally signed by Randall Wilson  
Date: 2022.12.19 10:59:06 -05'00'

DEP QC Reviewer

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Local Sponsor may add additional signatures if needed below.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

#### **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA).**

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**27. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**28. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**29. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**30. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**31. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**32. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**33. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**35. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**36. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**37. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**38. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 23FL1**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

Subcontracting is not permitted under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery Project

**PROJECT LOCATION:** The project is located along 18.1 miles of Atlantic Ocean shoreline in Flagler County, Florida.

**PROJECT BACKGROUND:** The Project shoreline sustained beach and dune erosion from Hurricane Ian (category 4 storm in late September 2022) and Hurricane Nicole (category 1 storm in November 2022). Emergency sand placement due to Hurricane Ian is allowed under the provisions of Florida Governors' Executive Order Numbers 22-218 and 22-219, DEP issued Emergency Final Orders 22-2601, 22-2602, as amended. Emergency sand placement due to Hurricane Nicole is allowed under the provisions of Florida Governors' Executive Orders 22-553 and 22-555, DEP issued Emergency Final Orders 22-2815, 22-2816, as amended.

**PROJECT DESCRIPTION:** The Project consists of beach and dune sand placement consistent with the recovery plan to address impacts of Hurricane Ian and Nicole.

**PROJECT ELIGIBILITY:** The Department has determined that 100 percent the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$5,000,000.00 for this Project or up to 100 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

- DEP – Florida Department of Environmental Protection
- F.A.C. – Florida Administrative Code
- F.S. – Florida Statutes
- FEMA – Federal Emergency Management Agency
- FWC – Florida Fish and Wildlife Conservation Commission
- IMP – Inlet Management Plan
- USACE – United States Army Corps of Engineers

**TASKS and DELIVERABLES:**

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

**Task 1: Construction**

**Task Description:** This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Construction	100.00%	\$0.00	\$5,000,000.00	\$0.00	\$5,000,000.00
	<b>TOTAL PROJECT COSTS</b>		<b>\$0.00</b>	<b>\$5,000,000.00</b>	<b>\$0.00</b>	<b>\$5,000,000.00</b>

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Deliverable Due Date</b>
1	Construction	Contractual Services	\$5,000,000.00	11/22/2022	09/30/2025
Total:			\$5,000,000.00		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT I to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5**

1 of 7

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT -1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
<b>A</b>				\$	
<b>B</b>					
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original	Florida Department of Environmental Protection	2021-2022	37.003	Beach Management Funding Assistance Program, GAA Line Item #1647, LATF	140126
State Program B					

<b>Total Award</b>	<b>\$5,000,000.00</b>
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The

<sup>1</sup> Subject to change by Change Order.  
<sup>2</sup> Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**ATTACHMENT 8**  
**Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds**  
**(SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

**2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

**1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

**2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

**3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### 4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

### **Attachment 8**

2 of 6

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

## **DEPARTMENT OF TREASURY-SPECIFIC**

### **1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

## **SLFRF-SPECIFIC**

### **1. Period of Performance**

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

### **2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

## **SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

## **SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

### **1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

### **2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund
- iii.

**EXHIBIT A**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART III  
QUARTERLY PROJECT PROGRESS REPORT**

**Name of Project:** Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL1

**Report Year:** \_\_\_\_\_ **Report Period (select one):**

Q1: Jan – Mar 31     Q2: Apr – Jun 30     Q3: Jul – Sep 30     Q4: Oct – Dec 31

**For each task, include the following information:** Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. *(Use additional pages, if needed).*

Task 1: \_\_\_\_\_

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Task 2: \_\_\_\_\_

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Task 3: \_\_\_\_\_

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Task 4: \_\_\_\_\_

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EXHIBIT C

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART I – PAYMENT SUMMARY

Name of Project: Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery

Local Sponsor: Flagler County

DEP Agreement Number: 23FL1

Remittance Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Billing Number: \_\_\_\_\_

Billing Type:  Interim Billing  Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

\*if applicable

Cost Summary:

State Funds Obligated	Local Funds Obligated
\$ _____	\$ _____

Less Advance Pay	Less Advance Pay
\$ _____	\$ _____

Less Previous Payment	Less Previous Credits
\$ _____	\$ _____

Less Previous Retained	Less This Credit
\$ _____	\$ _____

Less This Payment	Local Funds Remaining
\$ _____	\$ _____

Less This Retainage  
\$ \_\_\_\_\_

State Funds Remaining  
\$ \_\_\_\_\_



**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART III – INVOICE REPORT**

**Name of Project:** Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL1

**Billing Number:** \_\_\_\_\_

**Invoice Report Period:** \_\_\_\_\_

(Describe progress accomplished during the invoice report period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

**The following format should be followed:**

**Task 1:**

**Progress for this invoice billing period:**

**Identify any delays or problems encountered:**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART IV – CERTIFICATION OF DISBURSEMENT REQUEST**

**Name of Project:** Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL1

**Billing Number:** \_\_\_\_\_

**Certification:** I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Attachment 3, Grant Work Plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

\_\_\_\_\_  
Name of Project Administrator

\_\_\_\_\_  
Signature of Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Project Financial Officer

\_\_\_\_\_  
Signature of Project Financial Officer

\_\_\_\_\_  
Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART V – COMPLETION CERTIFICATION**

**Name of Project:** Flagler County 2022 Hurricane Ian and Nicole Emergency Recovery

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL1

Task Completion  (List Tasks) \_\_\_\_\_

Agreement Completion

\*I hereby certify that the above mentioned project task(s) has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the final federal accounting has been completed.

\_\_\_\_\_  
Name of Project Manager

\_\_\_\_\_  
Signature of Project Manager

\_\_\_\_\_  
Date

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

**SUBJECT:** Consideration and approval of the following; 1) Standard Grant Agreement #23FL3 between the Florida Department of Environmental Protection (FDEP) and Flagler County Board of County Commissioners for implementation of the Washington Oaks Garden State Park (WOGSP) Dune Restoration Project in the amount of \$1,867,699.80; 2) First Amendment to the Construction Agreement 23-010B between Flagler County and Eastman Aggregate Enterprises, LLC for construction of the WOGSP Dune Restoration Project in the amount of \$1,726,809.60; 3) First Amendment to the Professional Services Agreement 21-009Q between Flagler County and Eisman and Russo for Construction Engineering and Inspection Services (CEI) for the WOGSP Dune Restoration Project in the amount of \$140,890.20; and 4) Amending the FY 2022-23 Budget for Unanticipated Grant Revenue.

**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY:** The FDEP Standard Grant Agreement 23FL3 provides for implementation of the WOGSP Dune Restoration Project requested by FDEP in the amount of \$1,867,699.80 with federal funds from the US Treasury. This makes the award subject to federal requirements and the state has authorized the application of its rules for making advance payments. The County may request advance payments ahead of expenditures which FDEP and Florida's Chief Financial Officer must approve. The advance payment can be for part or for the entire project, depending on what the County requests and the agencies approve.

The project area is within the limits of the WOGSP beginning at the FDEP reference monument R-11.9 to R-15.9 with a total project length of 4,000 feet.

At the request of the FDEP to assist with accelerating the implementation of the WOGSP dune restoration project, an alternate optional bid category (Items 3 & 4) covering the scope of work for post-Nicole dune restoration at the WOGSP was included in the solicitation for the North Flagler County Dune Restoration Project as detailed on the attached bid tabulation sheet that the Board awarded to Eastman Aggregate Enterprises, LLC on January 9, 2023.

The First Amendment to the Construction Agreement 23-010B between Flagler County and Eastman Aggregate Enterprises, LLC amends the scope of work and cost for construction services associated with the WOGSP dune restoration that includes 24,000 cubic yards of fill material including vegetative plantings. The Amendment adds \$1,726,809.60 and 30 additional calendar days to the contract.

The First Amendment to the Professional Services Agreement 21-009Q between Flagler County and Eisman and Russo amends the scope of services and cost for CEI services associated the WOGSP Dune Restoration Project. The Amendment adds \$140,890.20 and 30 additional calendar days to the contract.

The Standard Grant Agreement #23FL3 will provide for financial reimbursement for all costs associated with the First Amendment to Eastman Aggregate Enterprises, LLC Contract and Eisman and Russo Contract, except to the extent advance payment may be authorized by the State.

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

**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:** FDEP grant funding in the amount of \$1,867,699.80 to be received for implementation of the WOGSP Dune Restoration Project. This grant funding will be appropriated with approval of the Unanticipated Revenue Resolution.

**DEPARTMENT CONTACT:** Faith Alkhatib, P.E., County Engineer (386) 313-4006

**RECOMMENDATIONS:** Request the Board to approve 1) the Standard Grant Agreement Number 23FL3 and the Authorizing Resolution between Flagler County and the FDEP for implementation of the WOGSP Dune Restoration Project in the amount of \$1,867,699.80; 2) First Amendment to the Construction Agreement 23-010B with Eastman Aggregate Enterprises, LLC in the amount of \$1,726,809.60; 3) First Amendment to the Professional Services Agreement 21-009Q with Eisman and Russo in the amount of \$140,890.20; and 4) approve the Unanticipated Revenue Resolution. Upon receipt of the Amendment documents executed by Eastman Aggregate Enterprises and Eisman and Russo, authorize the Chair to execute the Amendment documents as approved as to form by the County Attorney and to authorize the County through the County Administrator and County Engineer to apply for advance payment as deemed appropriate.

**ATTACHMENTS:**

1. FDEP Agreement 23FL3
2. Resolution
3. First Amendment to Agreement 23-010B
4. Bid Tabulation
5. First Amendment to Agreement 21-009Q
6. Unanticipated Revenue Resolution

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): <b>Washington Oaks State Park Dune Restoration</b>	Agreement Number: <b>23FL3</b>
2. Parties <b>State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000</b> (Department)	
Grantee Name: <b>Flagler County Board of County Commissioners</b>	Entity Type: <b>Local Government</b>
Grantee Address: <b>1769 E. Moody Blvd, Building 2, Bunnell, Florida 32110</b> FEID: <b>59-6000605</b> (Grantee)	

3. Agreement Begin Date: <b>Upon Execution</b>	Date of Expiration: <b>12/31/2025</b>
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): <b>Flagler County</b>
Project Description: <b>The project consists of construction.</b>	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$ 1,867,699.80</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>152-H 22</b>	<b>\$ 1,867,699.80</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$ 1,867,699.80</b>

6. Department's Grant Manager Name: <b>Alyssa Lamb</b> <span style="display: block; text-align: right; font-size: small;">or successor</span>	Grantee's Grant Manager Name: <b>Faith Alkhatib</b> <span style="display: block; text-align: right; font-size: small;">or successor</span>
Address: <b>Beach Management Funding Assistance 2600 Blair Stone Road, MS #3601 Tallahassee, Florida 32399</b>	Address: <b>1769 E. Moody Blvd Building 2 Bunnell, FL 32110</b>
Phone: <b>850-245-8353</b>	Phone: <b>386-313-4045</b>
Email: <b>Alyssa.M.Lamb@FloridaDEP.gov</b>	Email: <b>falkhatib@flaglercounty.org</b>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input checked="" type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808

Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	<b>SLFRP0125</b>
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	<b>\$1,867,699.80</b>
Federal Awarding Agency:	<b>U.S. Department of Treasury</b>
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Flagler County Board of County Commissioners**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

SSM

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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ORCP Additional Signatures

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\_\_\_\_\_  
DEP Grant Manager

\_\_\_\_\_  
DEP QC Reviewer

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Local Sponsor may add additional signatures if needed below.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

## Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA).**

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**27. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **28. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**29. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**30. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**31. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**32. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**33. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**35. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**36. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**37. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**38. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 23FL3**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Washington Oaks State Park Dune Restoration. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

See Attachment 3, Grant Work Plan.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

## 10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## 12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

## 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## 14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Washington Oaks State Park Dune Restoration

**PROJECT LOCATION:** The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R- 11.9 and R- 15.9 along the Atlantic Ocean in Flagler County, Florida.

**PROJECT BACKGROUND:** The County conducted a competitive procurement for a contractor to restore its dunes along the Atlantic Ocean shoreline in northern Flagler County. The proposal contained construction activities relating to the construction of the North Flagler County Dune Restoration Project. A section of this projects shoreline includes Washington Oaks State Park.

**PROJECT DESCRIPTION:** The Project consists of construction.

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department’s Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

- DEP – Florida Department of Environmental Protection
- F.A.C. – Florida Administrative Code
- F.S. – Florida Statutes
- FEMA – Federal Emergency Management Agency
- FWC – Florida Fish and Wildlife Conservation Commission
- IMP – Inlet Management Plan
- USACE – United States Army Corps of Engineers

**TASKS and DELIVERABLES:**

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

**Task 1: Construction**

**Task Description:** This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	DEP	Local	Total
1	Construction	\$1,867,699.80	\$0.00	\$1,867,699.80
	<b>TOTAL PROJECT COSTS</b>	<b>\$1,867,699.80</b>	<b>\$0.00</b>	<b>\$1,867,699.80</b>

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$1,867,699.80	Upon Execution	09/30/2025
Total:			\$1,867,699.80		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see "AUDITS" below*), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5**

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
<b>Federal Program A</b>	U.S. Department of Treasury	21.027	SLFRP0125	\$1,867,699.80	085176
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)
	Etc.
	Etc.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
<b>Federal Program A</b>					
<b>Federal Program B</b>					
	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
<b>State Program A</b>					
<b>State Program B</b>					
	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
				Total Award	\$1,867,699.80

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**ATTACHMENT 8**  
**Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds**  
**(SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

**2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

**1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

**2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

**3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### 4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

### **Attachment 8**

2 of 6

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
  - C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

## **DEPARTMENT OF TREASURY-SPECIFIC**

### **1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

## **SLFRF-SPECIFIC**

### **1. Period of Performance**

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

### **2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

## **SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

## **SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

### **1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

### **2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund
- iii.

**EXHIBIT A**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART III  
QUARTERLY PROJECT PROGRESS REPORT**

**Name of Project:** Washington Oaks State Park Dune Restoration

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL3

**Report Year:** \_\_\_\_\_ **Report Period (select one):**

Q1: Jan – Mar 31     Q2: Apr – Jun 30     Q3: Jul – Sep 30     Q4: Oct – Dec 31

**For each task, include the following information:** Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. *(Use additional pages, if needed).*

Task 1: \_\_\_\_\_

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Task 2: \_\_\_\_\_

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Task 3: \_\_\_\_\_

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Task 4: \_\_\_\_\_

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**Completion Status for Tasks**

**Construction (Estimated):** \_\_\_\_\_ %

**SLERF Infrastructure Projects**

For infrastructure projects, the Grantee shall provide the following project information:

**Construction start date (month/year):** \_\_\_\_\_ Projected  or Actual

**Initiation of operation date (month/year):** \_\_\_\_\_ Projected  or Actual

**Project Location details:**

**Overall Project Completion (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager  
*(ink or Digital Timestamp)*

\_\_\_\_\_  
Date

**EXHIBIT C**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART I – PAYMENT SUMMARY**

**Name of Project:** Washington Oaks State Park Dune Restoration

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL3

**Remittance Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_

**Billing Number:** \_\_\_\_\_

Billing Type:     Interim Billing         Final Billing

**Costs Incurred This Payment Request:**

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

\*if applicable

**Cost Summary:**

State Funds Obligated  
\$ \_\_\_\_\_

Local Funds Obligated  
\$ \_\_\_\_\_

Less Advance Pay  
\$ \_\_\_\_\_

Less Advance Pay  
\$ \_\_\_\_\_

Less Previous Payment  
\$ \_\_\_\_\_

Less Previous Credits  
\$ \_\_\_\_\_

Less Previous Retained  
\$ \_\_\_\_\_

Less This Credit  
\$ \_\_\_\_\_

Less This Payment  
\$ \_\_\_\_\_

Local Funds Remaining  
\$ \_\_\_\_\_

Less This Retainage  
\$ \_\_\_\_\_

State Funds Remaining  
\$ \_\_\_\_\_

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART II – REIMBURSEMENT DETAIL**

DEP Agreement Number: \_\_\_\_\_ Individual Completing Form (2): \_\_\_\_\_  
 Name of Project: \_\_\_\_\_ Phone Number (2): \_\_\_\_\_  
 Billing Number: \_\_\_\_\_  
 Billing Period (1): \_\_\_\_\_

**REIMBURSEMENT DETAIL**

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount (4)	Eligible Amount (5)	% Fed Share (6)	Federal Share of Eligible Amount (7)	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Requested Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)									
										-	-		\$0.00	0.00		0.00	0.00									
<b>Totals</b>															-	-	-	-	-	-	-	-	-	-	-	-

**Total Due to Local Sponsor (15)** \_\_\_\_\_

Form Instructions:

- Billing Period: Period when services were conducted (beginning date: earliest date of services conducted; end date: latest date of services conducted).
- Person responsible for completing this form: Name and phone number if contact is needed.
- Task #/SOW #: Insert a Task #/SOW # for each invoice. If invoice covers multiple Task#/SOW#, then that invoice should be listed multiple times, a line item for each deliverable.
- Invoice amount: Full amount of invoice.
- Eligible Amount: Invoice amount paid by Local Sponsor less ineligible cost for line item deliverable only.
- % Federal Share: If applicable, the federal cost share percentage listed in Agreement.
- Federal Share of Eligible Amount: If applicable, Local Sponsor will multiply Eligible Amount (5) by % Federal Share (6).
- Non-Federal Share: Eligible Amount (5) minus Federal Share of Eligible Amount (7).
- % State Share: The state cost share percentage listed in Agreement.
- State Share: Multiply Non-Federal Share (8) by % State Share (9).
- Local Share: Subtract State Share (10) from Non-Federal Share (8).
- Requested Retainage Payment: Requires separate line for each completed Task, Sub-Task and or Deliverable that retainage is being requested.
- Withheld Retainage: Multiply State Share (10) by 10%.
- State Payment: Subtract Withheld Retainage (13) from State Share (10).
- Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

**Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**  
 \*\*For questions or concerns regarding this form please contact: Janice Simmons, Fiscal Administrator, 850-245-7620, [Janice.L.Simmons@FloridaDEP.gov](mailto:Janice.L.Simmons@FloridaDEP.gov)

DEP Agreement No. 23FL3, Exhibit C, Page 2 of 5

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART III – INVOICE REPORT**

**Name of Project:** Washington Oaks State Park Dune Restoration

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL3

**Billing Number:** \_\_\_\_\_

**Invoice Report Period:** \_\_\_\_\_

(Describe progress accomplished during the invoice report period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

**The following format should be followed:**

**Task 1:**

**Progress for this invoice billing period:**

**Identify any delays or problems encountered:**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART IV – CERITIFICATION OF DISBURSEMENT REQUEST**

**Name of Project:** Washington Oaks State Park Dune Restoration

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL3

**Billing Number:** \_\_\_\_\_

**Certification:** I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program’s approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in the Attachment 3, Grant Work Plan.

I certify that the purchases noted were used in accomplishing the project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

\_\_\_\_\_  
Name of Project Administrator

\_\_\_\_\_  
Signature of Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Project Financial Officer

\_\_\_\_\_  
Signature of Project Financial Officer

\_\_\_\_\_  
Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT  
PART V – COMPLETION CERTIFICATION**

**Name of Project:** Washington Oaks State Park Dune Restoration

**Local Sponsor:** Flagler County

**DEP Agreement Number:** 23FL3

Task Completion  (List Tasks) \_\_\_\_\_

Agreement Completion

\*I hereby certify that the above mentioned project task(s) has been completed in accordance with the Project Agreement, including any amendments thereto, between the DEPARTMENT and LOCAL SPONSOR, and all funds expended for the project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the DEPARTMENT, have been returned to the DEPARTMENT, or will be returned to the DEPARTMENT within sixty (60) days of the completion of construction portion of this PROJECT. Unused funds advanced to the United States Army Corps of Engineers through LOCAL SPONSORS will be due sixty (60) days after the final federal accounting has been completed.

\_\_\_\_\_  
Name of Project Manager

\_\_\_\_\_  
Signature of Project Manager

\_\_\_\_\_  
Date

# DEPARTMENT OF ENVIRONMENTAL PROTECTION

## Advance Payment Terms

### Exhibit E

#### 1. Advance Payments.

- a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.
- b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.
- c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.
- d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.
- e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.
- f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

**Memorandum**

**EXHIBIT E1  
Advanced Funds Expended and Interest Earned Memo**

***WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST***

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief  
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:  
**Agreement No.**  
**Begin Date:**

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY**.

**Interest Due to DEP:** Yes  No

(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of <b>MM/DD/YY:</b> _____	Final Report: <input type="checkbox"/> Yes or <input type="checkbox"/> No
Project % of Completion as of <b>MM/DD/YY:</b> _____	Estimated Project Completion Date: _____
Initial advanced funds disbursed <b>MM/DD/YY</b>	Cumulative amount of advanced funds \$ _____
1 Advanced funds principal <i>expended</i> by contractor covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
2 Advanced funds principal <i>returned</i> by contractor covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
3 Advanced funds principal balance available on hand	\$ _____
4 Interest earned on advanced funds covering period of <b>MM/DD/YY to MM/DD/YY</b>	\$ _____
5 Amount of interest paid to DEP as of <b>MM/DD/YY</b>	\$ _____
6 Interest balance due to DEP as of <b>MM/DD/YY</b>	\$ _____

**Project Management Certification:**

By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

\_\_\_\_\_  
DEP Grant Manager Printed Name

\_\_\_\_\_  
Advanced Funds Recipient Printed Name

\_\_\_\_\_  
DEP Grant Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Advanced Funds Recipient Signature

\_\_\_\_\_  
Date

**DEP USE ONLY**

Project Management Verification (please explain): \_\_\_\_\_

Thank you for your cooperation in providing the above information. If you have any questions, please contact the **Contract Disbursements Section at (850) 245-2465**, in the Bureau of Finance & Accounting.

**INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:**

*This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.*

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.



DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

Required Signatures: **Original Ink**

Use of this form is not required unless the advance requested requires the prior approval of the Florida Department of Financial Services (DFS). For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior DFS approval.

A letter requesting advance payment from the recipient, on its letterhead, must be attached. The DEP Program Area should forward this information to the Contract Disbursements Section at MS 78. The Contract Disbursements Section will forward requests for advance payment to DFS for review and legislature consultation, as appropriate.

Name/Address of the Vendor/Recipient:		
Contact Person/Phone No.:		
Agreement No./Purchase Order No. (if known):		
Commodities/Services/Project Description:		
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)		
Value of Purchase or Grant:		
Advance Payment Amount Requested:		
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup <input type="checkbox"/> Full Contract Period <input type="checkbox"/> Quarterly <input type="checkbox"/> Other (specify):	
Indicate Statutory Authority:	<input type="checkbox"/> 215.422, F.S. <input type="checkbox"/> 216.181, F.S.	
GAA Year and Line Item Info:	SFY:	Line Item:
<b>1. Reason advance payment is required:</b>		
<b>2. The following information is required for advances requested pursuant to 215.422, Florida Statutes (and the DFS's Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.</b>		
<b>A.</b> Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the DFS, Division of Treasury at (850) 413-3165 regarding the current Treasury earnings rate.		

**DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM**

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**B.** Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:

DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

C. Identify the procurement method used to select the vendor.

**3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)**

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection  
Bureau of Finance and Accounting  
Receipts Section  
P.O. Box 3070  
Tallahassee, Florida 32315-3070

**DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM**

**3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.**

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)				
Equipment (identify each item and cost)				
Supplies				
Travel				
Other (specify)				
Overhead/Indirect				
<b>Total:</b>				

**Certification Statement**

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

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

Type Name of Signatory: \_\_\_\_\_

Title: Chief Financial Officer or designee

**DEP Program Area Review/Approval**

**Recommendation:**       **Approve Request**                       **Deny Request**

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

Type Name of Signatory: \_\_\_\_\_

Title:                                      Bureau:                                      Division:

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD GRANT AGREEMENT FOR FLAGLER COUNTY TO IMPLEMENT WASHINGTON OAKS GARDEN STATE PARK DUNE RESTORATION PROJECT; AUTHORIZING ITS CHAIR TO EXECUTE; AUTHORIZING SUBMITTAL OF THE REQUIRED DOCUMENTS FOR THE PROJECT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE COUNTY ADMINISTRATOR TO ADMINISTER THE STATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Environmental Protection (“FDEP”) requested, and Flagler County agrees, to implement the Washington Oaks Garden State Park dune restoration project utilizing the FDEP Beach Funding Assistance Program; and

**WHEREAS**, in support of these efforts the FDEP requests Flagler County to approve and deliver to the FDEP the Beach Management Funding Assistance Program Standard Grant Agreement No. 23FL3 and related documents to facilitate participation in the program for the aforementioned project.

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

**Section 1.** The Flagler County Board of County Commissioners accepts and approves participation in the Beach Management Funding Assistance Program for Flagler County to implement Washington Oaks Garden State Park dune restoration project.

**Section 2.** The Chair is hereby authorized to make, execute and deliver to the FDEP the Standard Grant Agreement Number 23FL3 in the amount of \$1,867,699.80.

**Section 3.** The County Administrator, is hereby authorized to:

1. Deliver to FDEP the Beach Management Funding Assistance Program Grant Agreement, Agreement No. 23FL3, for implementation of the Washington Oaks Garden State Park dune restoration project.
2. Submit and to furnish such information as FDEP may request in connection with participation in the Beach Management Funding Assistance Program.
3. To execute any and all other necessary instruments in connection with the Beach Management Funding Assistance Program Grant Agreement for this project.

**Section 4.** This Resolution shall take effect upon execution.

**APPROVED** this 20<sup>th</sup> day of February 2023, by the Board of County Commissioners, Flagler County, Florida.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF FLAGLER COUNTY, FLORIDA**

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

\_\_\_\_\_  
Gregory L. Hansen, Chairman

**APPROVED AS TO FORM:**

Sean S. Moylan Digitally signed by Sean S. Moylan  
Date: 2023.02.07 15:28:13 -05'00'

\_\_\_\_\_  
Sean S. Moylan, Deputy  
County Attorney

**FIRST AMENDMENT TO AN AGREEMENT  
BETWEEN  
FLAGLER COUNTY  
AND  
EASTMAN AGGREGATE ENTERPRISE, LLC  
FOR  
NORTH FLAGLER COUNTY DUNE RESTORATION**

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**County Project No. ITB 23-010B**

Flagler County, Florida, a political subdivision (COUNTY) and **Eastman Aggregate Enterprise, LLC**, (CONTRACTOR) hereby enter into this **FIRST** Amendment to the Agreement for the North Flagler County Dune Restoration, dated January 9, 2023, on the last date hereupon entered.

WHEREAS, COUNTY AND CONTRACTOR have entered into an Agreement for the **NORTH FLAGLER COUNTY DUNE RESTORATION (“Project”)**, as defined in the project contract documents dated January 9, 2023; and

WHEREAS, an alternate bid item category (Items 3 & 4) was included in the COUNTY Project solicitation at the request of the Florida Department of Environmental Protection (“FDEP”) for construction of the Washington Oaks Gardens State Park dune restoration utilizing the FDEP Beach Funding Assistance Program; and

WHEREAS, the CONTRACTOR in response to the Project solicitation provided bids for construction of the Washington Oaks Gardens State Park dune restoration; and

WHEREAS, the Beach Management Funding Assistance Program Standard Grant Agreement No. 23FL3 between the FDEP and COUNTY for implementation of the Washington Oaks Gardens State Park dune restoration has been established; and

WHEREAS, the CONTRACTOR has manpower and equipment mobilized onsite for the COUNTY Project with sufficient qualifications and capacity to proceed with the Washington Oaks Gardens State Park dune restoration implementation; and

WHEREAS, the COUNTY has established that a benefit to the health, safety and welfare of the Public will be realized by certain revisions to the Agreement; and

WHEREAS, the PARTIES desire to amend the Agreement for the purpose of making adjustments to the project scope, value and duration.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, WHICH THE PARTIES AGREE IS ADEQUATE, THE PARTIES AGREE TO THE FOLLOWING:**

ITEM NO. 1: Amend the Scope of Work and Cost for construction of the Washington Oaks Gardens State Park dune restoration, bid items 3 & 4. ADD \$1,726,809.60

The COUNTY has furnished the CONTRACTOR with a copy of the FDEP Standard Grant Agreement Number 23FL3 which the COUNTY is utilizing to fund the Washington Oaks Gardens State Park dune restoration project (the “Grant Agreement”). The CONTRACTOR acknowledges familiarity with the Grant Agreement and that the CONTRACTOR has had an opportunity to ask questions and seek clarification from the COUNTY as to the requirements the Grant Agreement imposes on the CONTRACTOR as the COUNTY’s agent for the project. Requirements of the CONTRACTOR under the Grant Agreement include, but are not limited to the following:

The CONTRACTOR shall maintain insurance coverage of such types and with such terms and limits described in the Grant Agreement.

CONTRACTOR shall comply with any security and safety requirements and processes provided by the FDEP in relation to Washing Oaks Gardens State Park.

Nonconsumable and/or nonexpendable personal property or equipment costing \$4,000 or more purchased for the project under this agreement is subject to the requirements set forth in Chapters 273 and/or 274, Florida Statutes, and Chapters 69I-72 and/or 69I-73, Florida Administrative Code, as applicable.

The CONTRACTOR shall keep and maintain its records related to the Washington Oaks Gardens State Park and make same available to FDEP for audit for a period of five years.

The CONTRACTOR has a duty to cooperate with Florida’s inspector general in any investigation or audit in accordance with Section 20.055(5), Florida Statutes.

The FDEP shall not be liable for any expenses or liabilities incurred by the CONTRACTOR pursuant to this Agreement.

CONTRACTOR shall comply with OMB Uniform Guidance (2 CFR 200) and the other federal laws, rules, and regulations delineated in Attachment 8 of the Grant Agreement – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds.

ITEM NO. 2: The ending date for AGREEMENT will be increased by thirty (30) calendar days to accommodate the additional work above. A total of thirty (30) calendar days is added to the contract time.

ITEM NO. 3: All other terms and conditions of the Agreement and any subsequent amendments thereto shall remain unmodified and shall remain in full force and effect.

ITEM NO. 4: This Amendment must be accepted by the Contractor and must be approved by County to become effective.

	<b>AMOUNT</b>	<b>TIME</b>
Original Contract Agreement .....	\$ 3,244,365.37	<u>90 Calendar Days</u>
Amendment No. 1 .....	\$ 1,726,809.60	<u>30 Calendar Days</u>
NEW CONTRACT .....	\$ 4,971,174.97	<u>120 Calendar Days</u>

[Signature Pages to Follow.]

**ACCEPTANCE: (CONTRACTOR)**

I (We) agree to perform the work required by this Amendment No. 1 for the amount and within the time allocated all in accordance with Contract Plans, Specifications and related Documents.

**WITNESS:** \_\_\_\_\_  
(Signature)

**NAME: Eastman Aggregate Enterprise, LLC**

\_\_\_\_\_  
(Typed or Printed)

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(Signature)

**WITNESS:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

\_\_\_\_\_  
(Typed or Printed)

[Signature Page to Follow.]

**APPROVED AS TO FORM:**

Flagler County Legal Dept.

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.02.09 15:01:49 -05'00'

Sean S. Moylan, Deputy County Attorney

\_\_\_\_\_  
(Date)

**APPROVED: FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

**BY:** \_\_\_\_\_  
Gregory L. Hansen, Chairman

\_\_\_\_\_  
(Date)

North Flagler County Dune Resroration Project

BID TAB

ITB BID NO.: 23-010B

BID ITEM NO.	ITEM DESCRIPTION	Project QTY	UNIT	EASTMAN (Lowest Bidder)		P&J		HALIFAX		CCI-KCE		SEA & SHORELINE	
				UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST		
<b>BASE BID - FC DUNE RESTORATION: R15.9 to R-24.3</b>													
1	Provide Fill Material; Transport & Deliver Sand; Place, Grade & Survey; Site Restoration (include Mobilization & Before/After Survey)	71,343	Ton	\$ 44.39	\$ 3,166,915.77	\$ 54.44	\$ 3,883,912.92	\$ 54.75	\$ 3,906,029.25	\$ 60.97	\$ 4,349,782.71		\$ -
2	Dune Vegetation	242,030	SF	\$ 0.32	\$ 77,449.60	\$ 0.30	\$ 72,609.00	\$ 1.50	\$ 363,045.00	\$ 0.78	\$ 188,783.40		\$ -
<b>SUBTOTAL BASE BID</b>					<b>\$ 3,244,365.37</b>		<b>\$ 3,956,521.92</b>		<b>\$ 4,269,074.25</b>		<b>\$ 4,538,566.11</b>		<b>\$ -</b>
<b>ADDITIVE ALTERNATE BID: WOGSP 4,000 LF</b>													
3	Provide Fill Material; Transport & Deliver Sand; Place, Grade & Survey; Site Restoration (inlcde Mobilization & Before/After Survey)	34,560	Ton	\$ 48.88	\$ 1,689,292.80	\$ 54.44	\$ 1,881,446.40	\$ 54.75	\$ 1,892,160.00	\$ 60.97	\$ 2,107,123.20		\$ -
4	Dune Vegetation (Palmetto Palms)	117,240	SF	\$ 0.32	\$ 37,516.80	\$ 0.75	\$ 87,930.00	\$ 1.50	\$ 175,860.00	\$ 5.00	\$ 586,200.00		\$ -
<b>SUBTOTAL ADDITIVE ALTERNATE BID</b>					<b>\$ 1,726,809.60</b>		<b>\$ 1,969,376.40</b>		<b>\$ 2,068,020.00</b>		<b>\$ 2,693,323.20</b>		<b>\$ -</b>
<b>OPTIONAL BID</b>													
5	Mobilization/Demobilization	1	LS	\$55,448.40	\$ 55,448.40	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$60,000.00	\$ 60,000.00		\$ -
6	Provide Fill Material; Transport & Deliver Sand; Place, Grade & Survey; Site Restoration (up to 720,000 Tons)	720,000	Ton	\$ 55.74	\$40,132,800.00	\$ 62.04	\$44,668,800.00	\$ 60.00	\$43,200,000.00	\$ 60.97	\$43,898,400.00		\$ -
<b>SUBTOTAL OPTIONAL BID</b>					<b>\$40,188,248.40</b>		<b>\$44,718,800.00</b>		<b>\$43,250,000.00</b>		<b>\$43,958,400.00</b>		<b>\$ -</b>

**FIRST AMENDMENT TO AN AGREEMENT  
BETWEEN  
FLAGLER COUNTY  
AND  
EISMAN and RUSSO, INC.  
FOR  
CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES  
  
FLAGLER COUNTY PROJECT NO. RSQ 21-009Q**

Flagler County, Florida, a political subdivision (COUNTY) and Eisman & Russo, Inc., (CONSULTANT) (collectively, COUNTY and CONSULTANT are hereinafter referred to as PARTIES) hereby enter into this First Amendment to the Agreement executed on the date hereupon entered.

WHEREAS, COUNTY AND CONSULTANT have entered into an Agreement for professional work and services related to Construction Engineering & Inspection (CEI) Services for North Flagler County Dune Restoration project, as defined in the project contract document dated January 9, 2023; and

WHEREAS, the PARTIES desire to amend the Agreement to adjust the scope and cost for the purpose of extending the scope of work for the CEI services to provide construction management and oversight for the restoration of dunes along the Washington Oaks Garden State Park.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, WHICH THE PARTIES AGREE IS ADEQUATE, THE PARTIES AGREE TO THE FOLLOWING:

**ITEM NO. 1:** The Agreement is amended to include the addition of CEI services which are required for contract administration, inspection, materials sampling and testing, project documentation and certification and other related services for the construction of the Washington Oaks Garden State Park dune restoration as are described in Exhibit “A,” which is attached hereto and made a binding part hereof by this reference. The fee for the additional services is in the amount of \$140,890.20.

The COUNTY has furnished the CONSULTANT with a copy of the FDEP Standard Grant Agreement Number 23FL3 which the COUNTY is utilizing to fund the Washington Oaks Gardens State Park dune restoration project (the “Grant Agreement”). The CONSULTANT acknowledges familiarity with the Grant Agreement and that the CONSULTANT has had an opportunity to ask questions and seek clarification from the COUNTY as to the requirements the Grant Agreement imposes on the CONSULTANT as the COUNTY’s agent for the provision of CEI services related to the project. Requirements of the CONSULTANT under the Grant Agreement include, but are not limited to the following:

The CONSULTANT shall maintain insurance coverage of such types and with such terms and limits described in the Grant Agreement.

CONSULTANT shall comply with any security and safety requirements and processes provided by the FDEP in relation to Washing Oaks Gardens State Park.

Nonconsumable and/or nonexpendable personal property or equipment costing \$4,000 or more purchased for the project under this Agreement is subject to the requirements set forth in Chapters 273 and/or 274, Florida Statutes, and Chapters 69I-72 and/or 69I-73, Florida Administrative Code, as applicable.

The CONSULTANT shall keep and maintain its records related to the Washington Oaks Gardens State Park and make same available to FDEP for audit for a period of five years.

The CONSULTANT has a duty to cooperate with Florida's inspector general in any investigation or audit in accordance with Section 20.055(5), Florida Statutes.

The FDEP shall not be liable for any expenses or liabilities incurred by the CONSULTANT pursuant to this Agreement.

CONSULTANT shall comply with OMB Uniform Guidance (2 CFR 200) and the other federal laws, rules, and regulations delineated in Attachment 8 of the Grant Agreement – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds.

**ITEM NO. 2:** All Terms and Conditions of the original Contract shall remain unmodified and shall remain in full force and effect.

**ITEM NO. 3:** This Amendment must be accepted by the CONSULTANT and must be approved by COUNTY to become effective.

**ITEM NO. 4:** The total revised cost and project design duration are summarized below:

	<u>AMOUNT</u>	<u>TIME</u>
Original Contract Agreement:	\$140,890.20	90 Calendar Days
Total This Amendment:	\$140,890.20	30 Calendar Days
New Contract Value, including this Amendment:	\$281,780.40	120 Calendar Days

[Signature Pages to Follow.]

**ACCEPTANCE: (CONSULTANT)**

I (We) agree to perform the work required by this Amendment No. 1 for the amount and within the time allocated all in accordance with Contract Document Agreement.

**NAME: EISMAN and RUSSO, INC.**

**WITNESS:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed)

**WITNESS:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed)

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

[Signature Page to Follow.]

**APPROVED: FLAGLER COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**BY:** \_\_\_\_\_  
Gregory L. Hansen, Chairman

\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**  
Flagler County Legal Dept.

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.02.09 15:18:24 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

[Exhibit A to Follow.]

## Washington Oaks State Gardens State Park R-11.9 to R-15.9 (FDEP Funded)

### Construction Engineering & Inspection Scope of Services

#### **1.0 Purpose**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, materials sampling and testing, project documentation and certification and other related services for the construction of the Washington Oaks Gardens State Park Project located in Flagler County, Florida.

#### **2.0 Scope**

Provide construction management/oversight and technical specifications for the restoration of beach dunes located between R-11.9 and R-15.9 in North Flagler County. Construction will be in accordance with FDEP for emergency type contract.

#### **3.0 Services**

Eisman and Russo Consulting Engineers, Inc. will exercise independent professional judgment in performing obligations and responsibilities under this agreement. Eisman and Russo will be responsible for construction management, services will include construction submittals, inspection, testing and administrative functions, as defined in this Scope of Services and referenced manuals and procedures including Quality Assurance (QA). Eisman and Russo shall also provide minor engineering services such as conceptual typical section layout as requested by county and contractors. Eisman and Russo's subconsultant Atlantic Ecological Services, LLC (AEC) will provide permit compliance for gopher tortoise, shorebird and seabird nesting monitoring and lighting surveys as required by FDEP emergency approval. The Contractor and Beach Compatible Sand Supplier(s) will perform Quality Control (QC), independent of Eisman and Russo. Eisman and Russo's team will review the project requirements to familiarize themselves and be able to respond and act promptly to field issues and address questions and queries and bring to County's attention all issues that require a decision with potential impacts to quality, cost, or scheduling. Eisman and Russo will use effective control procedures, which will assure that the construction of the projects is performed in conformity with FDEP Emergency Type Contracts. Eisman and Russo will provide technical and administrative personnel meeting the requirements set forth in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Scope of Services, and as otherwise assigned by the County, are effectively carried out. All services shall be performed in accordance with the established standard procedures and practices of Flagler County. It is anticipated that once the notice-to-proceed (NTP) for this Contract is issued to the Contractor, the Dune Restoration construction activities will be completed within 90 calendar days.

**3.1 Professional Services Required.** Eisman and Russo will coordinate any Dune Restoration Construction administration activities. Services will include maintaining the required level of

surveillance and documentation of construction activities. Eisman and Russo will maintain complete, accurate records of all activities and events relating to the projects, document all project changes and coordinate with the Contractor and Flagler County Project Manager when necessary.

**3.1.1 Personnel.** Eisman and Russo will provide a sufficient number of qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Eisman and Russo will supply the County with qualified contract administration, construction management, construction engineering, inspection and/or support personnel during the term of this contract. All personnel proposed by the Eisman and Russo will only utilize only competent personnel who are qualified by experience, education and have the basic skills required to work in an engineering/construction environment. Skills such as good written and verbal communications, decision-making, record keeping, and fundamental knowledge of engineering and construction practices are required of all personnel.

**3.1.2 Training.** Eisman and Russo is responsible for supplying all contract personnel training as required for the position. Eisman and Russo will be responsible for keeping qualified personnel supplied to the County, current with all training requirements. Eisman and Russo will supply Flagler County documentation of all training.

**3.1.3 Vehicles.** Eisman and Russo will provide vehicles meeting the actual project needs of field personnel using the vehicle. The vehicles provided will be pick-ups or midsize utility vehicles in good serviceable condition. Vehicles shall have the name and phone number of the firm visibly displayed. All vehicles will have flashing lights.

## **3.2 Field Equipment**

**3.2.1** Eisman and Russo will provide and maintain all equipment necessary to perform the duties of this scope of services. This may include those non-consumable, non-expendable items which are normally needed for a construction project, including 'but not limited to the following: calculators, tape recorders/transcribers, computers, word processors, cameras, camcorders, communication equipment, fire extinguishers, first aid kits, flashers, hard hats, safety vests, life vests (if applicable), rain gear, portable water coolers, gauges, engineering scales, tape measures, drafting tools, measuring wheels, thermometers, flashlights, speedy moisture kits and turbidity meters, etc.

**3.2.2** Hard hats will have the name of firm visibly displayed

**3.2.3** Eisman and Russo will retain responsibility for risk of loss or damage to said equipment during performance of this contract.

**3.2.4** Eisman and Russo shall provide a database to be used by Flagler Co. for this project. In the event that the use of an existing Flagler Co. proprietary software program is required, Flagler Co. will provide the software.

**3.3 Field Office.** A desk space (at the new vacant front space) will be provided by Flagler County for use by Eisman and Russo at the County Offices located at 17 69 E. Moody Boulevard, Building 2, Bunnell, Florida 32110.

**3.3.1** Eisman and Russo will be fully responsible for carrying out all functions assigned to it by this Scope of Services on the construction project. All activities and decisions of the Eisman and Russo relating to the project shall be subject to review by the Flagler County Project Manager.

**3.3.2** Eisman and Russo shall provide coordination of all activities, correspondence, reports and other communications related to its responsibilities under this Scope of Services, necessary for the County's Project Manager to carry out his responsibilities.

**Liaison 3.4 Cooperation and Performance.** During the life of this contract, Flagler County may conduct independent assurance reviews of the various phases of the Eisman and Russo construction management operations, such as construction inspection, materials sampling, testing and administrative activities. Reviews will be conducted to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to assure that the construction work and administrative activities are performed in conformity with Flagler County policies, plans, specifications, contract provisions, and industry best practices. Eisman and Russo will cooperate and assist Flagler County representatives in conducting the reviews. When deficiencies are indicated in a review, remedial action shall be immediately implemented by Eisman and Russo. Eisman and Russo's actions are to be properly documented by the Eisman and Russo's Senior Project Engineer.

### **3.5 General Requirements**

**3.5.1** Eisman and Russo will provide services as necessary to manage and administer assigned construction contracts and project activities in a manner that assures the projects are constructed in conformity with the plans, specifications and contract or project associated document provisions.

**3.5.2** Eisman and Russo will observe Project Work to ensure the materials and methods used conform to the specifications, plans and other construction contract or project associated document provisions.

**3.5.3** Eisman and Russo employees under contract with the County shall not subcontract with the Contractor to perform Quality Control or any other services on the same construction project, or any other Flagler County project during the duration of the project, without written approval from the County.

**3.5.4** It shall be the responsibility of Eisman and Russo to review the progress of construction throughout the work and provide recommendations to the County as to actions to take to avoid claims from the Construction Contractor or other effected parties.

**3.5.5** Eisman and Russo will advise the County of any omissions, substitutions, defects and deficiencies noted in the Project Work, prior to the corrective action being taken, and of the proposed corrective work.

**3.5.6** Eisman and Russo, hereinafter referred to as ("Contractor") in this section, shall be solely responsible for completing the project activities funded through agreement between Flagler County, (FEMA) and (FDEP).

**4.0 Estimated CEI Staffing & Compensation Amount**

**Project Name – Washington Oaks Gardens State Park (R-11.9 to R-15.9) FDEP Funded**

Estimated Staffing

Personnel Classification	Firm	NTP			Total Man Months	Project Total Man Hours
			FEB	MAR		
Project Staff						
Sr. Project Engr.	E&R		0.40	0.40	0.80	132
QA Engr.	INT		0.60	0.60	1.20	198
Cont. Control Spec.	E&R		0.75	0.75	1.50	247.5
Sr. Inspector*	E&R		1.20	1.20	2.40	396
<b>TOTAL IN MAN MONTHS</b>			2.95	2.95	5.90	973.5

ESTIMATED TOTAL MAN HOURS 973.5

Eligible for Overtime\*

Estimated Costs

Employee Classification	Manhours	Average Hourly Rate (loaded)	Salary Cost	
Sr. Project Engr./Mgr.	132	\$216.00	\$28,512.00	E&R
QA Engineer	198.00	\$205.00	\$40,590.00	INT
Cont. Control Spec.	247.5	\$94.43	\$23,371.43	E&R
Sr. Inspector*	396	\$99.00	\$39,204.00	E&R

**Subtotal** \$131,677.43

Overtime Allowance \$

**SUBTOTAL** \$131,677.43  
**Limiting Amount** Atlantic Ecological Services \$9,212.77  
**TOTAL** \$140,890.20

## RESOLUTION 2023 - \_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE WASHINGTON OAKS PARK DUNE RESTORATION FUND BUDGET FOR FISCAL YEAR 2022-23 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE**

**WHEREAS**, it is necessary to increase the Washington Oaks Parks Dune Restoration Fund 1114 to receive unanticipated revenue from the Florida Department of Environmental Protection (FDEP); 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 Washington Oaks Parks Dune Restoration Fund 1114 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, is approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 20<sup>th</sup> day of February 2023.

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Gregory L. Hansen, Chair

ATTEST:

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

APPROVED AS TO FORM:

Sean S. Moylan  
Sean S. Moylan, Deputy  
County Attorney

Digitally signed by Sean S. Moylan  
Date: 2023.02.09 15:10:19 -05'00'

## 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			
2023	05	50263	02/09/2023	056	BUA WASHOAKS	1	2			
1	11000024	331390		Revenue Department	Fed Grt-Phys Env-Other			.00	-1,867,700.00	-1,867,700.00
	1114-001-0000-331390-330-00-000-000-331390-							02/09/2023		
2	11188051	581027		Grants	Washington Oaks Pk Dune Rest			.00	1,867,700.00	1,867,700.00
	1114-180-8001-537800-530-53-000-000-581027-							02/09/2023		
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: AGilbert

YEAR	PER	JNL	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC				
2023	5	50263												
BUA	1114-001-0000-331390-330-00-000-000-331390-									Fed Grt-Phys Env-Other	T	5		1,867,700.00
		02/09/2023	WASHOAKS	056										
BUA	1114-180-8001-537800-530-53-000-000-581027-									Washington Oaks Pk Dune Rest	T	5	1,867,700.00	
		02/09/2023	WASHOAKS	056										
													.00	.00
BUA	1114-000-0000-000000-000-00-000-000-241000-									Appropriations				1,867,700.00
		02/09/2023	WASHOAKS	056										
BUA	1114-000-0000-000000-000-00-000-000-171000-									Est Revenues			1,867,700.00	
		02/09/2023	WASHOAKS	056										
										SYSTEM GENERATED ENTRIES TOTAL			1,867,700.00	1,867,700.00
										JOURNAL 2023/05/50263 TOTAL			1,867,700.00	1,867,700.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1114	Washington Oaks Pk Dune Restor	2023 5	50263	02/09/2023		
	1114-000-0000-0000000-000-00-000-000-171000-			Est Revenues	1,867,700.00	
	1114-000-0000-0000000-000-00-000-000-241000-			Appropriations		1,867,700.00
FUND TOTAL					1,867,700.00	1,867,700.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: AGilbert

PA JOURNAL SOURCE	PROJECT	STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****			02/09/2023	2023/05/50263						
BUA	CE23004	-TRK	-WASDUN	-8001	056			WASHOAKS	5	1,867,700.00
								CE23004 TOTAL:		1,867,700.00
** END OF REPORT - Generated by Amanda Gilbert **										

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

**SUBJECT:** Consideration and approval of the following; 1) Second Amendment to the Construction Agreement 23-010B between Flagler County and Eastman Aggregate Enterprises, LLC for construction of Dune Restoration Project in the amount of \$3,240,397.13; and 2) Second Amendment to the Professional Services Agreement 21-009Q between Flagler County and Eisman and Russo for Construction Engineering and Inspection Services (CEI) for the Painter's Hill Dune Restoration Project in the amount of \$149,077.43.

**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY:** Standard Grant Agreement #23FL2 between the Florida Department of Environmental Protection (FDEP) and Flagler County Board of County Commissioners was approved by the Board on February 6<sup>th</sup>, 2023. The FDEP Grant Agreement 23FL2, in the amount of \$3,847,076.51, provides for emergency dune reconstruction along the coastline within the Hurricane Dorian FEMA project limits. One of the project areas funded by this Agreement will begin at Varn Park in the Painter's Hill community, near FDEP reference monument R-48, and will extend south to the secant seawall in Beverly Beach at R-65.

The Second Amendment to the Construction Agreement 23-010B between Flagler County and Eastman Aggregate Enterprises, LLC amends the scope of work and cost for construction services associated with the dune restoration in the Painter's Hill area and adds \$3,240,397.13 and 90 additional calendar days to the contract. This will include mobilization and dune construction with a fill density of approximately 6CY/ft (with plantings) for dune restoration.

The Second Amendment to the Professional Services Agreement 21-009Q between Flagler County and Eisman and Russo amends the scope of services and cost for Construction Engineering and Inspection services associated the same dune restoration project. The Amendment adds \$149,077.43 and 90 additional calendar days to the contract. This work will include the addition of CEI services which are required for contract administration, inspection, materials sampling and testing, project documentation and certification, construction management services, minor engineering services such as conceptual typical section layout, permit compliance for gopher tortoise, sea turtle coordination and oversight, shorebird and seabird nesting monitoring and lighting surveys as required by FDEP emergency 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:** The referenced amendments to the vendor contracts are included within the \$3.8M project approved by the Board on February 6, 2023. There are no additional funding needs.

**DEPARTMENT CONTACT:** Faith Alkhatib, P.E., County Engineer (386) 313-4006

**RECOMMENDATIONS:** Request the Board to approve 1) Second Amendment to the Construction Agreement 23-010B with Eastman Aggregate Enterprises, LLC in the amount of \$3,240,397.13; and 2) Second Amendment to the Professional Services Agreement 21-009Q with Eisman and Russo in the amount of \$149,077.43. Upon receipt of the Amendment documents executed by Eastman Aggregate Enterprises and Eisman and Russo, authorize the Chair to execute the Amendment documents as approved as to form by the County Attorney.

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

**ATTACHMENTS:**

1. Second Amendment to Agreement 23-010B
2. Second Amendment to Agreement 21-009Q

**SECOND AMENDMENT TO AN AGREEMENT  
BETWEEN  
FLAGLER COUNTY  
AND  
EASTMAN AGGREGATE ENTERPRISE, LLC  
FOR  
NORTH FLAGLER COUNTY DUNE RESTORATION**

---

**County Project No. ITB 23-010B**

Flagler County, Florida, a political subdivision (COUNTY) and **Eastman Aggregate Enterprise, LLC**, (CONTRACTOR) hereby enter into this **SECOND** Amendment to the Agreement.

WHEREAS, COUNTY AND CONTRACTOR have entered into an Agreement for the **NORTH FLAGLER COUNTY DUNE RESTORATION (“Project”)**, as defined in the project contract documents dated January 9, 2023; and

WHEREAS, the COUNTY and CONTRACTOR amended the Agreement (First Amendment) on February 20, 2023 for construction of the Washington Oaks Garden State Park dune restoration; and

WHEREAS, the Beach Management Funding Assistance Program Standard Grant Agreement No. 23FL2 between the Florida Department of Environmental Protection (“FDEP”) and the COUNTY for implementation of emergency dune reconstruction projects has been established for this project; and

WHEREAS, the Beach Management Funding Assistance Program Standard Grant Agreement No. 23FL2 between FDEP and the COUNTY in the amount of \$3,847,076.51 has been established to supplement the construction of Hurricane Dorian Dune Restoration project; and

WHEREAS, the COUNTY has determined that the FDEP Grant Agreement No. 23FL2 funds shall be applied for implementation of the Painter’s Hill area dune restoration project beginning at FDEP reference monument R-48 and continuing through R-65; and

WHEREAS, the CONTRACTOR has obtained the FDEP approval for a new sand source for dune restoration projects in Flagler County at the Florida Inland Navigational District (FIND) FL-3 site and has entered into an Agreement with FIND; and

WHEREAS, the CONTRACTOR has agreed to honor the Project base bid unit prices (Items 1 & 2) within the Painter’s Hill portion of the Project contingent upon utilization of the new sand source at FIND FL-3; and

WHEREAS, the volume of sand that will meet the FDEP emergency sand source specifications within the FIND FL-3 site is an estimate based on geotechnical data, and the CONTRACTOR may

have to utilize another FDEP certified sand source if the volume of beach compliant sand within the newly approved FIND FL-3 sand source proves insufficient, in which case the base bid price (Item 1) will no longer apply; and

WHEREAS, if CONTRACTOR needs to utilize another FDEP certified sand source due to unavailability of suitable sand at the newly approved FIND FL-3 site then the unit price will increase to \$55.74/Ton for the Painter's Hill dune restoration project; and

WHEREAS, the CONTRACTOR has manpower and equipment already mobilized onsite for the COUNTY Project with sufficient qualifications and capacity to proceed with the additional dune restoration in the Painters Hill area as an extension of the existing North Flagler Dune Restoration Project; and

WHEREAS, the Painter's Hill area shoreline sustained beach and dune erosion from Hurricanes Ian and Nicole, and under Emergency Final Orders 22-2815, 22-2816, as amended, Flagler County coordinated with FDEP for supplementing the Project to protect the infrastructure and public along the coastline in a timely manner; and

WHEREAS, the COUNTY has declared and remains under a local state of emergency as a result of the damage to the coastline caused by Hurricanes Matthew, Irma, Dorian, Ian, Nicole, as well as unnamed Nor'Easters, which severely eroded the entire coastline of Flagler County and exposed coastal homes and infrastructure within the Painter's Hill area to an immediate, existential threat of future storm damage; and

WHEREAS, the COUNTY has established that a benefit to the health, safety and welfare of the public will be realized by certain revisions to the Agreement to extend the North Flagler County Dune Restoration Project to the Painters Hill area; and

WHEREAS, the PARTIES desire to amend the Agreement for the purpose of making adjustments to the project scope, value and duration.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, WHICH THE PARTIES AGREE IS ADEQUATE, THE PARTIES AGREE TO THE FOLLOWING:**

ITEM NO. 1: The above recitals express the PARTIES intent and are incorporated herein as material facts upon which the PARTIES rely.

ITEM NO. 2: Amend the Scope of Work and Cost for construction of the Painter's Hill dune restoration project, bid items (1 & 2) including mobilization in the amount of \$55,448.00. ADD \$3,240,397.13

ITEM NO. 3: The ending date for AGREEMENT will be increased by ninety (90) calendar days to accommodate the additional work above. A total of ninety (90) calendar days is added to the contract time.

ITEM NO. 4: All other terms and conditions of the Agreement and any subsequent amendments thereto shall remain unmodified and shall remain in full force and effect.

ITEM NO. 5: This Amendment must be accepted by the Contractor and must be approved by County to become effective.

	<b>AMOUNT</b>	<b>TIME</b>
Original Contract Agreement .....	\$ 3,244,365.37	<u>90 Calendar Days</u>
Amendment No. 1 .....	\$ 1,726,809.60	<u>30 Calendar Days</u>
Amendment No. 2 .....	\$ 3,240,397.13	<u>90 Calendar Days</u>
<b>NEW CONTRACT .....</b>	<b><u>\$8,211,572.10</u></b>	<b><u>210 Calendar Days</u></b>

ITEM NO. 6: The COUNTY has furnished the CONTRACTOR with a copy of the FDEP Standard Grant Agreement Number 23FL2 which the COUNTY is utilizing to fund the Painter’s Hill area of the North Flagler County Dune Restoration (the “Grant Agreement”). The CONTRACTOR acknowledges familiarity with the Grant Agreement and that the CONTRACTOR has had an opportunity to ask questions and seek clarification from the COUNTY as to the requirements the Grant Agreement imposes on the CONTRACTOR as the COUNTY’s agent for the project. Requirements of the CONTRACTOR under the Grant Agreement include, but are not limited to the following:

The CONTRACTOR shall maintain insurance coverage of such types and with such terms and limits described in the Grant Agreement.

CONTRACTOR shall comply with any security and safety requirements and processes provided by the FDEP in relation to Washing Oaks Gardens State Park.

Nonconsumable and/or nonexpendable personal property or equipment costing \$4,000 or more purchased for the project under this Agreement is subject to the requirements set forth in Chapters 273 and/or 274, Florida Statutes, and Chapters 69I-72 and/or 69I-73, Florida Administrative Code, as applicable. The CONTRACTOR will impose this requirement, if applicable, on its subcontractors in writing.

The CONTRACTOR shall keep and maintain its records related to the dune restoration and make same available to FDEP for audit for a period of five years.

The CONTRACTOR has a duty to cooperate with Florida’s inspector general in any investigation or audit in accordance with Section 20.055(5), Florida Statutes.

The FDEP shall not be liable for any expenses or liabilities incurred by the CONTRACTOR pursuant to this Agreement.

CONTRACTOR shall comply with OMB Uniform Guidance (2 CFR 200) and the other federal laws, rules, and regulations delineated in Attachment 8 of the Grant Agreement – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds.

[Signature Pages to Follow.]

**ACCEPTANCE: (CONTRACTOR)**

I (We) agree to perform the work required by this Amendment No. 2 for the amount and within the time allocated all in accordance with Contract Plans, Specifications and related Documents.

**WITNESS:** \_\_\_\_\_  
(Signature)

**NAME: Eastman Aggregate Enterprise, LLC**

**DATE:** \_\_\_\_\_  
(Typed or Printed)

**BY:** \_\_\_\_\_  
(Signature)

**WITNESS:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

\_\_\_\_\_  
(Typed or Printed)

**DATE:** \_\_\_\_\_

[Signature Page to Follow.]

**APPROVED: FLAGLER COUNTY  
BOARD OF COUNTY  
COMMISSIONERS**

**BY:** \_\_\_\_\_  
Gregory L. Hansen, Chairman

\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:  
Flagler County Legal Dept.**

Sean S. Moylan  Digitally signed by Sean S. Moylan  
Date: 2023.02.10 09:09:05 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

**SECOND AMENDMENT TO AN AGREEMENT  
BETWEEN  
FLAGLER COUNTY  
AND  
EISMAN and RUSSO, INC.  
FOR  
CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES  
  
FLAGLER COUNTY PROJECT NO. RSQ 21-009Q**

Flagler County, Florida, a political subdivision (COUNTY) and Eisman & Russo, Inc., (CONSULTANT) (collectively, COUNTY and CONSULTANT are hereinafter referred to as PARTIES) hereby enter into this Second Amendment to the Agreement executed on the date hereupon entered.

WHEREAS, COUNTY AND CONSULTANT have entered into an Agreement for Construction Engineering & Inspection (CEI) Services for North Flagler County Dune Restoration project, as defined in the project contract document dated January 9, 2023; and

WHEREAS, the Painter's Hill area shoreline sustained beach and dune erosion from Hurricanes Ian and Nicole, and under Emergency Final Orders 22-2815, 22-2816, as amended, Flagler County coordinated with FDEP for supplementing the Project to protect the infrastructure and public along the coastline in a timely manner; and

WHEREAS, the COUNTY has declared and remains under a local state of emergency as a result of the damage to the coastline caused by Hurricanes Matthew, Irma, Dorian, Ian, Nicole, as well as unnamed Nor'Easters, which severely eroded the entire coastline of Flagler County and exposed coastal homes and infrastructure within the Painter's Hill area to an immediate, existential threat of future storm damage; and

WHEREAS, the COUNTY has established that a benefit to the health, safety and welfare of the public will be realized by certain revisions to the Agreement to extend the North Flagler County Dune Restoration Project to the Painters Hill area; and

WHEREAS, the PARTIES desire to amend the Agreement to adjust the scope and cost for the purpose of extending the scope of work for the CEI services to provide construction management and oversight for the Painters Hill portion of the North Flagler County Dune Restoration Project.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, WHICH THE PARTIES AGREE IS ADEQUATE, THE PARTIES AGREE TO THE FOLLOWING:

**ITEM NO. 1:** The Agreement is amended to include the addition of CEI services which are required for contract administration, inspection, materials sampling and testing, project documentation and certification and other related services for the restoration of beach dunes located between R-48 (northerly end of Varn Park) and R-65 (southerly end of the Town of Beverly Beach) in North Flagler County as are described in Exhibit "A," which is attached hereto and made a binding part hereof by this reference. The fee for the additional services is in the amount of \$149,077.43.

**ITEM NO. 2:** All Terms and Conditions of the original Contract shall remain unmodified and shall remain in full force and effect.

**ITEM NO. 3:** This Amendment must be accepted by the CONSULTANT and must be approved by COUNTY to become effective.

**ITEM NO. 4:** The total revised cost and project duration are summarized below:

	<u>AMOUNT</u>	<u>TIME</u>
Original Contract Agreement:	\$140,890.20	90 Calendar Days
First Amendment Amount	\$140,890.20	30 Calendar Days
Total This Amendment No. 2:	\$149,077.43	90 Calendar Days
New Contract Value, including this Amendment:	\$430,857.83	210 Calendar Days

**ITEM NO. 5:** The COUNTY has furnished the CONSULTANT with a copy of the FDEP Standard Grant Agreement Number 23FL2 which the COUNTY is utilizing to fund the Painter’s Hill area of the North Flagler County Dune Restoration (the “Grant Agreement”). The CONSULTANT acknowledges familiarity with the Grant Agreement and that the CONSULTANT has had an opportunity to ask questions and seek clarification from the COUNTY as to the requirements the Grant Agreement imposes on the CONSULTANT as the COUNTY’s agent for the project. Requirements of the CONSULTANT under the Grant Agreement include, but are not limited to the following:

The CONSULTANT shall maintain insurance coverage of such types and with such terms and limits described in the Grant Agreement.

CONSULTANT shall comply with any security and safety requirements and processes provided by the FDEP in relation to Washing Oaks Gardens State Park.

Nonconsumable and/or nonexpendable personal property or equipment costing \$4,000 or more purchased for the project under this agreement is subject to the requirements set forth in Chapters 273 and/or 274, Florida Statutes, and Chapters 69I-72 and/or 69I-73, Florida Administrative Code, as applicable.

The CONSULTANT shall keep and maintain its records related to the dune restoration project and make same available to FDEP for audit for a period of five years.

The CONSULTANT has a duty to cooperate with Florida’s inspector general in any investigation or audit in accordance with Section 20.055(5), Florida Statutes.

The FDEP shall not be liable for any expenses or liabilities incurred by the CONSULTANT pursuant to this Agreement.

CONSULTANT shall comply with OMB Uniform Guidance (2 CFR 200) and the other federal laws, rules, and regulations delineated in Attachment 8 of the Grant Agreement – Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds.

[Signature pages to follow.]

**ACCEPTANCE: (CONSULTANT)**

I (We) agree to perform the work required by this Amendment No. 2 for the amount and within the time allocated all in accordance with Contract Document Agreement.

**NAME: EISMAN and RUSSO, INC.**

**WITNESS:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed)

**WITNESS:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed)

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

[Signature page to follow.]

**APPROVED: FLAGLER COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**BY:** \_\_\_\_\_  
Gregory L. Hansen, Chairman

\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**  
Flagler County Legal Dept.

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.02.10 09:33:41 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

[Exhibit A to follow.]

## **Painters Hill Dune Restoration** **R-48 to R-65 (FDEP Funded)**

### **Construction Engineering & Inspection Scope of Services**

#### **1.0 Purpose**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, materials sampling and testing, project documentation and certification and other related services for the construction of the Painters Hill Dune Restoration Project located in Flagler County, Florida.

#### **2.0 Scope**

Provide construction management/oversight and technical specifications for the restoration of beach dunes located between R-48 (northerly end of Varn Park) and R-65 (southerly end of the Town of Beverly Beach) in North Flagler County. Construction will be in accordance with FDEP for emergency type contract.

#### **3.0 Services**

Eisman and Russo Consulting Engineers, Inc. will exercise independent professional judgment in performing obligations and responsibilities under this agreement. Eisman and Russo will be responsible for construction management, services will include construction submittals, inspection, testing and administrative functions, as defined in this Scope of Services and referenced manuals and procedures including Quality Assurance (QA). Eisman and Russo shall also provide minor engineering services such as conceptual typical section layout as requested by county and contractors. Eisman and Russo's subconsultant Atlantic Ecological Services, LLC (AEC) will provide permit compliance for gopher tortoise, sea turtle coordination and oversight, shorebird and seabird nesting monitoring and lighting surveys as required by FDEP emergency approval. The Contractor and Beach Compatible Sand Supplier(s) will perform Quality Control (QC), independent of Eisman and Russo. Eisman and Russo's team will review the project requirements to familiarize themselves and be able to respond and act promptly to field issues and address questions and queries and bring to County's attention all issues that require a decision with potential impacts to quality, cost, or scheduling. Eisman and Russo will use effective control procedures, which will assure that the construction of the projects is performed in conformity with FDEP Emergency Type Contracts. Eisman and Russo will provide technical and administrative personnel meeting the requirements set forth in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Scope of Services, and as otherwise assigned by the County, are effectively carried out. All services shall be performed in accordance with the established standard procedures and practices of Flagler County. It is anticipated that once the notice-to-proceed (NTP) for this Contract is issued to the Contractor, the Dune Restoration construction activities will be completed within 90 calendar days.

**3.1 Professional Services Required.** Eisman and Russo will coordinate any Dune Restoration Construction administration activities. Services will include maintaining the required level of surveillance and documentation of construction activities. Eisman and Russo will maintain

complete, accurate records of all activities and events relating to the projects, document all project changes and coordinate with the Contractor and Flagler County Project Manager when necessary.

**3.1.1 Personnel.** Eisman and Russo will provide a sufficient number of qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Eisman and Russo will supply the County with qualified contract administration, construction management, construction engineering, inspection and/or support personnel during the term of this contract. All personnel proposed by the Eisman and Russo will only utilize only competent personnel who are qualified by experience, education and have the basic skills required to work in an engineering/construction environment. Skills such as good written and verbal communications, decision-making, record keeping, and fundamental knowledge of engineering and construction practices are required of all personnel.

**3.1.2 Training.** Eisman and Russo is responsible for supplying all contract personnel training as required for the position. Eisman and Russo will be responsible for keeping qualified personnel supplied to the County, current with all training requirements. Eisman and Russo will supply Flagler County documentation of all training.

**3.1.3 Vehicles.** Eisman and Russo will provide vehicles meeting the actual project needs of field personnel using the vehicle. The vehicles provided will be pick-ups or midsize utility vehicles in good serviceable condition. Vehicles shall have the name and phone number of the firm visibly displayed. All vehicles will have flashing lights.

### **3.2 Field Equipment**

**3.2.1** Eisman and Russo will provide and maintain all equipment necessary to perform the duties of this scope of services. This may include those non-consumable, non-expendable items which are normally needed for a construction project, including 'but not limited to the following: calculators, tape recorders/transcribers, computers, word processors, cameras, camcorders, communication equipment, fire extinguishers, first aid kits, flashers, hard hats, safety vests, life vests (if applicable), rain gear, portable water coolers, gauges, engineering scales, tape measures, drafting tools, measuring wheels, thermometers, flashlights, speedy moisture kits and turbidity meters, etc.

**3.2.2** Hard hats will have the name of firm visibly displayed

**3.2.3** Eisman and Russo will retain responsibility for risk of loss or damage to said equipment during performance of this contract.

**3.2.4** Eisman and Russo shall provide a database to be used by Flagler Co. for this project. In the event that the use of an existing Flagler Co. proprietary software program is required, Flagler Co. will provide the software.

**3.3 Field Office.** A desk space (at the new vacant front space) will be provided by Flagler County for use by Eisman and Russo at the County Offices located at 17 69 E. Moody Boulevard, Building 2, Bunnell, Florida 32110.

**3.3.1** Eisman and Russo will be fully responsible for carrying out all functions assigned to it by this Scope of Services on the construction project. All activities and decisions of the Eisman and Russo relating to the project shall be subject to review by the Flagler County Project Manager.

**3.3.2** Eisman and Russo shall provide coordination of all activities, correspondence, reports and other communications related to its responsibilities under this Scope of Services, necessary for the County's Project Manager to carry out his responsibilities.

**Liaison 3.4 Cooperation and Performance.** During the life of this contract, Flagler County may conduct independent assurance reviews of the various phases of the Eisman and Russo construction management operations, such as construction inspection, materials sampling, testing and administrative activities. Reviews will be conducted to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to assure that the construction work and administrative activities are performed in conformity with Flagler County policies, plans, specifications, contract provisions, and industry best practices. Eisman and Russo will cooperate and assist Flagler County representatives in conducting the reviews. When deficiencies are indicated in a review, remedial action shall be immediately implemented by Eisman and Russo. Eisman and Russo's actions are to be properly documented by the Eisman and Russo's Senior Project Engineer.

### **3.5 General Requirements**

**3.5.1** Eisman and Russo will provide services as necessary to manage and administer assigned construction contracts and project activities in a manner that assures the projects are constructed in conformity with the plans, specifications and contract or project associated document provisions.

**3.5.2** Eisman and Russo will observe Project Work to ensure the materials and methods used conform to the specifications, plans and other construction contract or project associated document provisions.

**3.5.3** Eisman and Russo employees under contract with the County shall not subcontract with the Contractor to perform Quality Control or any other services on the same construction project, or any other Flagler County project during the duration of the project, without written approval from the County.

**3.5.4** It shall be the responsibility of Eisman and Russo to review the progress of construction throughout the work and provide recommendations to the County as to actions to take to avoid claims from the Construction Contractor or other effected parties.

**3.5.5** Eisman and Russo will advise the County of any omissions, substitutions, defects and deficiencies noted in the Project Work, prior to the corrective action being taken, and of the proposed corrective work.

**3.5.6** Eisman and Russo, hereinafter referred to as ("Contractor") in this section, shall be solely responsible for completing the project activities funded through agreement between Flagler County, (FEMA) and (FDEP).

**4.0 Estimated CEI Staffing & Compensation Amount**

**Project Name – Painters Hill Dune Restoration (R-48 to R-65) FDEP Funded**

Estimated Staffing

Personnel Classification	Firm	NTP	MAR	APR	Total Man Months	Project Total Man Hours
Project Staff						
Sr. Project Engr.	E&R		0.40	0.40	0.80	132
QA Engr.	INT		0.60	0.60	1.20	198
Cont. Control Spec.	E&R		0.75	0.75	1.50	247.5
Sr. Inspector*	E&R		1.20	1.20	2.40	396
<b>TOTAL IN MAN MONTHS</b>			2.95	2.95	5.90	973.5

ESTIMATED TOTAL MAN HOURS 973.5

Eligible for Overtime\*

Estimated Costs

Employee Classification	Manhours	Average Hourly Rate (loaded)	Salary Cost	
Sr. Project Engr./Mgr.	132	\$216.00	\$28,512.00	E&R
QA Engineer	198.00	\$205.00	\$40,590.00	INT
Cont. Control Spec.	247.5	\$94.43	\$23,371.43	E&R
Sr. Inspector*	396	\$99.00	\$39,204.00	E&R
		<b>Subtotal</b>	\$131,677.43	
	<u>Overtime</u>	<u>Allowance</u>	<u>\$</u>	
<b>SUBTOTAL</b>			<b>\$131,677.43</b>	
<b>Limiting Amount</b>	Atlantic Ecological Services		<b>\$17,400.00</b>	
<b>TOTAL</b>			<b>\$149,077.43</b>	

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

**SUBJECT:** Consideration of the Final Authorization to Award Request for Proposals Number 22-047P, Inmate Facility Camera and Access Control System.

**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY:** A Request for Proposals was advertised in the *Daytona News Journal* as well as publicly broadcast on [www.myvendorlink.com](http://www.myvendorlink.com) and the Purchasing webpage of the County website. The purpose for this RFP was to solicit competitive sealed proposals from qualified firms to provide the design, installation and on-going support for a camera and access control system at the Flagler County Sheriff's inmate facility. While only being seven years old, the initial solution has outlived its usefulness and needs complete replacement.

On September 14, 2022, the County received two responses to the advertised RFP. The initial evaluation committee meeting was held on October 4, 2022. As a result of the initial rankings, presentations were requested with both responsive and responsible firms, followed by an evaluation committee meeting for final ranking. On November 7, 2022, the Board approved the request to enter into negotiations with Black Creek Integrated Systems Corp. which subsequently occurred on November 14, 2022. On January 4, 2023, we received the final proposal from Black Creek which incorporated what was discussed during the negotiations.

As a result of the RFP process and negotiations, staff recommends awarding the contract to Black Creek Integrated Systems Corp, which has demonstrated the highest qualifications and capabilities required, and submitted the best overall value for this project.

In addition to the superior proposed solution, Black Creek will be accommodating us in other areas which will provide a long-term cost savings to the County. Specifically, they will train and certify our employees to respond to and work on the system should any issues arise. This capability will greatly reduce the amount of service calls being put into the Black Creek service support desk thereby reducing money spent on on-going support. We have also asked Black Creek to build in additional space into the system to allow for future growth. This will allow another cost savings to the County through having the ability for our own staff to install new cameras if/when the need arises.

The overall high-level scope for this project includes the following:

- Complete server overhaul (access control and camera)
  - Moving to the same non-proprietary system as the rest of the County will allow for streamlined interfacing with all other County and FCSO systems.
- Intercom/paging system headend overhaul
- End-user interface overhaul (control screens/access control touch panels)
  - This is the "brain" of the overall jail system
- Camera/CCTV system overhaul
  - 149 cameras being replaced
  - Enhanced recorded video quality (1080p/20FPS) allowing for clear zoom capabilities
  - Allows for the increased safety and security of our corrections officers and staff as well as the inmates
  - Future expansion capabilities included (cost saving opportunity since we will have the capability in house to add cameras as necessary)
- Access control headend overhaul
- Video export licenses

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

- All designated personnel can export video
- Currently they only have (1) license. Will now have (14) licenses
- Backend interface overhaul
- Card swipe migration to encrypted platform
  - There is some cost savings here since we already have the necessary license for this.
- Black Creek will certify our employees in their systems which will greatly reduce the amount of paid service calls moving forward (Cost savings to us)

This project was anticipated in our five-year capital improvement program, however due to the cost and funding challenges, this project had been deferred and was split over two fiscal years which has presented some new challenges as not only has the scope of the project increased, but the cost for materials and supplies has also significantly increased.

As a result of these scope and cost increases, the final proposal came in as follows:

- Jail Security Control System Retrofit - \$1,617,111
- Savings from utilizing newly upgraded CCTV switches - \$9,302
- Total cost including savings - \$1,607,809
- The breakdown of this payment would be as follows:
  - 25% on Engineering Submittal
  - 50% on Equipment Delivery
  - 15% on Hardware Installation
  - 10% on System Completion & Commissioning

**STRATEGIC PLAN:** Focus Areas: Public Health and Safety; Infrastructure

**FUNDING INFORMATION:** Funding in the amount of \$500,000 has been allocated for this project with \$250,000 allocated in FY 2021-22 and another \$250,000 allocated in FY 2022-23. The additional cost of \$1,107,809 above what was originally budgeted will be transferred from General Fund Reserves to the General Capital Projects Fund 1316 with approval of the related budget transfer and Unanticipated Revenue Resolution.

**DEPARTMENT CONTACT:** Matthew Rivera, Chief Information Officer (386) 313-4281  
Robert Rounds, Purchasing Manager, (386) 313-4097

**RECOMMENDATION:** Request the Board consider the final Black Creek proposal of Request for Proposals Number 22-047P, Inmate Facility Camera and Access Control System, approve staff to award the contract to Black Creek Integrated Systems Corp; approve the budget transfer; and approve the Unanticipated Revenue Resolution.

**ATTACHMENTS:**

1. Black Creek Final Proposal
2. Budget Transfer
3. Unanticipated Revenue Resolution
4. Reserve Balance Worksheet



# BLACK CREEK INTEGRATED SYSTEMS CORP.

2900 CRESTWOOD BOULEVARD  
P.O. BOX 101747  
IRONDALE, AL 35210



Integrity. Innovation. Quality.

## PROPOSED SCOPE OF WORK

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

January 4, 2023

**Via email:**

[CTorres@flaglercounty.gov](mailto:CTorres@flaglercounty.gov)

Attn: Christopher Torres  
IT Support Specialist  
Flagler County Jail  
1769 East Moody Boulevard  
Bunnell, FL 32110

Re: RFP No. 22-047-P, Flagler County Jail Security Controls Retrofit  
Negotiation Revisions to Scope of Work and Pricing  
BCIS Proposal No. P22050.02

Following negotiations with the County, Black Creek Integrated Systems Corp. is pleased to provide the following Revised Scope of Work to **furnish & install**, complete and in accordance with the terms, conditions, and any exceptions stated herein, goods and/or services to retrofit the existing security control system at the Flagler County Jail with a new, state-of-the-art Black Creek **Super Display®** Touchscreen Control System. Proposal is based on information provided by the County via the subject RFP and addenda and during the site assessment conducted at the Jail. Black Creek has provided a comprehensive retrofit proposal due to the age, condition, and obsolescence of the existing equipment and systems.

### General Description of the Work

The existing control stations will be removed and replaced with new Black Creek **Super Display®** touchscreen control stations. Each **Super Display®** touchscreen control station will be equipped with a single 32" LCD monitor and multiple CCTV review monitors. The primary 32" LCD touchscreen monitor at each station will have a split screen, with the left side of the monitor dedicated to security control of field devices and the right side of the monitor dedicated to CCTV camera call-up. New security and utility servers will be provided, along with a new Report Generator workstation. All new computers will be equipped with the latest supported Windows® or Windows® Server® Operating System (OS).

The existing locking headend equipment, including Omron programmable logic controllers (PLCs), will be removed and replaced with new PLCs, locking relays, and terminal blocks. Existing operational intercom headend equipment will be replaced with new Harding IP-based intercom and paging headend equipment. A new Harding IP intercom master station will be provided at each new Touchscreen Control Station. Existing Vicon video cameras will be removed and replaced with new high-definition digital cameras at existing locations. The existing CCTV video management system will be replaced with a Genetec video recording and management system with storage capacity for 30 days' worth of video. Digital Video Review Workstations will be provided as required. Except for cameras, existing field devices (e.g., door locks, door position switches, intercoms, etc.) that are already integrated into the security control system will be reused and integrated into the Black Creek touchscreen control system. Network switches and other network components will be provided as required to support new control and ensure compatibility with the latest supported Windows® OS.

### 1.0 Locking Control System

- 1.01 Remove existing control workstations in Central and Main Control; remove existing control system headend equipment in the associated equipment rooms.
- 1.02 Furnish & install the following new equipment:
  - 1.02.01 Central Control (old jail): (1) Single **32"** LCD **Super Display®** touchscreen control station, equipped with (1) new 32" LCD monitor, CPU with Windows® OS, keyboard, mouse, and standalone UPS.
  - 1.02.02 Main Control (annex): (1) Single **32"** LCD **Super Display®** touchscreen control stations each equipped with (1) new 32" LCD monitor, CPU with Windows® OS, keyboard, mouse, and standalone UPS.
  - 1.02.03 (1) Rack-mounted security server computer.
  - 1.02.04 (1) Rack-mounted utility computer/datalogger.

- 1.02.05 (1) VPN appliance for remote diagnostics and troubleshooting via the Internet.
- 1.02.06 (1) Rack-mounted KVM switch and cables.
- 1.02.07 (1) Report Generator workstation equipped with (1) 23" LCD monitor, CPU with Windows® OS, keyboard, mouse, and network printer.
- 1.03 Furnish & install new GE Automation RX3i series PLC headend, with new locking control relays and terminal blocks, to provide locking control and/or annunciation of the following:
  - 1.03.01 (182) existing controlled and monitored swing doors.
  - 1.03.02 (2) existing controlled and monitored slider doors.
  - 1.03.03 (7) existing controlled and monitored roll-up doors/gates.
  - 1.03.04 (2) existing door release pushbuttons.
  - 1.03.05 (3) existing vehicle detector loops.
- 1.04 Furnish & install the following new infrastructure/components:
  - 1.04.01 (1 Lot) Gigabit Ethernet switches, patch panels, jacks, patch cables, and fiber optic transmission equipment as required for a complete Locking Control Network.
  - 1.04.02 (1 Lot) Misc. power supplies, power strips, fuses, terminal blocks, grounding, and TVSS equipment required for a complete and operable system.
  - 1.04.03 (1) Network time synchronization appliance and rooftop GPS antenna to synchronize time across all networks.
  - 1.04.04 (1 Lot) NEMA-1 floor-standing cabinets and 19" EIA electronic equipment racks required to house Locking System equipment as required.
  - 1.04.05 (2) Rack-mounted UPS units, one in each existing equipment room.
- 1.05 Provide Black Creek Touchscreen UI Application Software, with all server and touchscreen programming necessary to integrate all subsystems listed herein into the new Black Creek Touchscreen Control System.

## **2.0 Intercommunications & Paging System**

- 2.01 Remove existing intercom headend equipment and intercom master stations; reuse existing field devices (refer to 8.02).
- 2.02 Furnish & install the following new equipment:
  - 2.02.01 (1 Lot) Harding VOIP intercom headend sized as required to provide control and/or annunciation of the Intercom System, including (225) existing detention intercom stations.
  - 2.02.02 (2) VOIP Gooseneck Intercom Master Stations.
  - 2.02.03 (1 Lot) Paging amplifiers sized as required for (86) existing paging speakers and (31) paging zones.
- 2.03 Furnish & install the following new infrastructure/components:
  - 2.03.01 (1 Lot) Gigabit Ethernet switches, patch panels, jacks, patch cables, and fiber optic transmission equipment as required for a complete Intercom & Paging Network.
  - 2.03.02 (1 Lot) Misc. power supplies, power strips, fuses, terminal blocks, grounding, and TVSS equipment required for a complete and operable system.
  - 2.03.03 (1 Lot) NEMA 1 floor-standing cabinets and 19" EIA electronic equipment racks required to house Intercom & Paging System equipment as required.
- 2.04 Terminate existing field wiring on new intercom and paging headend equipment as required.

## **3.0 Closed Circuit Television (CCTV) System**

- 3.01 Remove the existing cameras, existing video storage, and existing video management system.
- 3.02 Furnish & install the following new equipment:
  - 3.02.01 (149) 1080p IP camera assemblies as follows (includes cameras, housings, and mounts as required for existing camera locations):
    - 3.02.01.01 (73) Interior, fixed dome, 1080p cameras.
    - 3.02.01.02 (34) Interior, fixed dome, 5MP cameras.
    - 3.02.01.03 (18) Interior, corner mount, 1080p cameras.
    - 3.02.01.04 (3) Exterior, fixed dome, 1080p camera.
    - 3.02.01.05 (1) Exterior, fixed dome, 1080p pole mount camera.
    - 3.02.01.06 (20) Exterior, multi-lens, cameras.
  - 3.02.02 Genetec Video Management & Recording System consisting of:
    - 3.02.02.01 (1 Lot) Genetec Omnicast™ Video Management & Recording Software, including all licenses required for local internet viewing of cameras and recordings.
    - 3.02.02.02 (1) Rack-mounted network video recorder/management server unit.

- 3.02.02.03 (1) iSCSI storage array sized as required to store video from (149) cameras at 20fps, 1080p resolution, for up to 30 days, plus 25% expansion capacity.
- 3.02.02.04 (6) Genetec Omnicast™ Digital Video Review Workstation Licenses.
- 3.02.03 (2) Rack-mounted Digital Video Review and Administrative Workstations (one in each existing equipment room), each consisting of (1) CPU with Windows® OS and Genetec Omnicast™ video review software, keyboard, mouse, and 17" LCD KVM switch.
- 3.02.04 (6) Digital Video Monitoring Workstations, one in each of the following locations, each consisting of (1) CPU with Windows® OS and Genetec Omnicast™ video review software, keyboard, and mouse; monitors are addressed individually below.
  - 3.02.04.01 Main Control (annex) – includes (1) new 23" LCD monitor.
  - 3.02.04.02 1<sup>st</sup> Floor male side vestibule - includes (1) new 23" LCD monitor.
  - 3.02.04.03 Chief's office – reuse existing TV/monitor.
  - 3.02.04.04 1<sup>st</sup> Floor Commander's office – reuse existing TV/monitor.
  - 3.02.04.05 1<sup>st</sup> Floor Sergeant's office - includes (1) new 23" LCD monitor.
  - 3.02.04.06 2<sup>nd</sup> Floor Commander's office – reuse existing TV/monitor.
- 3.02.05 Large-scale video monitors as follows:
  - 3.02.05.01 Central Control (old jail): (3) 55" LCD Video Monitors at control location for CCTV camera call-up and review.
  - 3.02.05.02 Main Control (annex): (3) 70" (or larger) LCD Video Monitors at control location for CCTV camera call-up and review.
- 3.03 Furnish & install the following new infrastructure/components:
  - 3.03.01 (1 Lot) Gigabit Ethernet switches, patch panels, jacks, patch cables, and fiber optic transmission equipment as required for a complete CCTV Network.
  - 3.03.02 (1 Lot) POE Gigabit Ethernet switches to power new IP cameras.
    - 3.03.02.01 ALTERNATE #1: In lieu of providing new CCTV POE Ethernet Switches, use County-provided and County-installed Gigabit Ethernet switches to provide power to IP cameras.
  - 3.03.03 (1) High Availability Router Set to firewall CCTV Network from other security system networks.

#### **4.0 Miscellaneous Systems**

- 4.01 Provide control and annunciation of existing duress devices on new touchscreen control system consistent with control provided by current system.

#### **5.0 Conduit, Cabling, & Power**

- 5.01 Furnish, install, test, & terminate new cabling only as required to support a fully operational system; existing CAT6 cable will be reused to the extent possible. New system shall be implemented with separate networks for the Black Creek Locking/Touchscreen network and the Genetec CCTV/Digital Video network.
- 5.02 Furnish, install, test, & terminate (1) new RG-58 cable & ¾" conduit from GPS antenna to time server in the associated equipment room.
- 5.03 Furnish, install, test, & terminate new 20amp/120VAC UPS circuit for new enclosures in each equipment room as required.
- 5.04 Furnish, install, test, & terminate (1) new CAT6 network cable (23G, 4-pair UTP) from the new Report Generator Workstation location to the associated equipment room.
- 5.05 For new touchscreen control stations in Central Control and Main Control:
  - 5.05.01 Reuse existing CAT6 cable at existing locations to connect new touchscreen workstations to Locking Control network.
  - 5.05.02 Furnish, install, test, & terminate (1) new CAT6 network cable (23G, 4-pair UTP) from each of (2) new Harding intercom master stations to the associated equipment room.
- 5.06 Reuse existing CAT6 network cable at existing camera locations to the associated equipment room for new IP cameras.
- 5.07 Extend cabling between cabinets as required.
- 5.08 For new conduit and cabling, the following approach will be taken:
  - 5.08.01 Above the ceiling and in areas that are not accessible by inmates, plenum-rated cable not run in conduit will be provided.
  - 5.08.02 In areas accessible by inmates, plenum-rated cable in exposed EMT conduit will be provided.
- 5.09 Provide firestopping of penetrations of fire-rated floors and walls.
- 5.10 Reuse all other cabling not specifically addressed herein.

## **6.0 Customer Responsibilities**

- 6.01 Provide a high-speed Internet connection with real-world IP address for VPN connection at the facility for remote diagnostics, remote support via the Internet, and for remote viewing of camera video.
- 6.02 Repair or replace any existing field devices to be reused that are found to be non-operative, misadjusted, misaligned, defective, and/or missing (refer to 7.03).
- 6.03 Modifications to existing or provision of new power panels, UPS units, circuits, and receptacles (including UPS distribution panels, bypass switches, circuit breakers, power panels; power circuits; or power receptacles) that are insufficient to support the new system components, as necessary; proposal assumes existing UPS, power panels, circuits, and receptacles associated with headend equipment are sufficient to support the new system components.
- 6.04 Modifications/additions to existing millwork/casework, if required.
- 6.05 Provide facility's lifts and ladders as needed; a lift is required for any work task covered by this proposal that exceeds working height of an 8' ladder.
- 6.06 Provide office/workspace with access to a telephone and Internet for use by Black Creek technician(s).
- 6.07 Dispose of existing hardware (e.g., computers, monitors, etc.) removed during the upgrade.
- 6.08 Provide a sufficient number of escorts to Black Creek technicians during the course of the onsite work.
- 6.09 Provide a secure location to store equipment and tools.
- 6.10 Timely review and approval of Black Creek Engineering and touchscreen software submittals, per the project schedule.
- 6.11 Provide a knowledgeable point of contact to liaise with the Black Creek Project Manager for the duration of the project.

## **7.0 Black Creek Responsibilities**

- 7.01 Provide all hardware, software, and ancillary services described in this Scope of Work as required for a complete, satisfactorily operating system.
- 7.02 Provide programming, engineering, shop drawings, project management, installation, start-up, testing, and Customer instruction for all sections described in this Scope of Work.
- 7.03 Perform all onsite hardware testing to ensure proper peripheral device installation. Existing field devices found to be defective shall be brought to the attention of the Customer for replacement or repair.
- 7.04 Provide equipment familiarization, installation, support, and maintenance training for all subcontractor's installation/onsite personnel.
- 7.05 Load all software for initial testing and perform all software testing to ensure proper operation of security control system.
- 7.06 Perform all punch-list corrections as required.
- 7.07 Provide one-year warranty from date of completion on Black Creek-furnished hardware and software (refer to 10.0).
- 7.08 Provide an experienced Project Manager and Installation Manager to oversee the project.
- 7.09 Provide a detailed project schedule.

## **8.0 Clarifications**

- 8.01 Proposal anticipates that all existing wire and cable can be reused, and that existing wire meets current electrical codes and standards.
- 8.02 Proposal includes reuse of existing field devices except as noted and assumes that all existing equipment is fully operational and compatible with new headend system components being provided.
- 8.03 Proposal assumes existing intercom stations are compatible with Harding headend and software.
- 8.04 Proposal is based upon providing a Black Creek **Super Display®** Touchscreen system utilizing Black Creek's standard engineering practices.
- 8.05 Proposal assumes sufficient wall and/or floor space is available in the equipment rooms to install new enclosures where necessary.
- 8.06 Proposal assumes assistance by a local electrical subcontractor for field work and ongoing service/support. Subcontractor(s) will be appropriately trained and certified.
- 8.07 GPS antenna requires clear view of sky and must be within 65 feet of time server; location of time server will be coordinated after contract award.
- 8.08 Proposal assumes that all work will be performed during normal business hours (8:00 am-5:00 pm Central Time, Monday-Friday).

**9.0 Exclusions**

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

**10.0 Warranty**

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

**11.0 Delivery**

- 11.01 Per mutually agreed project schedule.

**12.0 Purchase Price & Terms**

- 12.01 Jail Security Control System Retrofit \$1,617,111.00
- 12.02 Alternate #1: Use County-Provided CCTV Switches DEDUCT (\$9,302.00)
- 12.03 Terms of Payment: monthly per mutually agreed upon Schedule of Values; minimum expected billing milestones shall be as follows:
  - 12.03.02.01 25% on Engineering Submittal
  - 12.03.02.02 50% on Equipment Delivery
  - 12.03.02.03 15% on Hardware Installation
  - 12.03.02.04 10% on System Completion & Commissioning
- 12.04 Annual Support payable at beginning of support year; to be quoted based on level of service plan selected.

Very truly yours,  
**BLACK CREEK INTEGRATED SYSTEMS CORP.**



Thom Lanphear  
General Sales Manager  
[tlanphear@blackcreekisc.com](mailto:tlanphear@blackcreekisc.com)

## 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			
2023	05	50124	02/06/2023	052	BUA JAIMCAMRSV	1	1			
1	00150000	598010		GenFund/Reserves	Reserve - Contingency		5,537,113.00	-1,107,809.00	4,429,304.00	
	1001-150-5000-000000-	590-00-000-000-	598010-				02/06/2023			
2	00149030	591001		GenFund/Transfers	Interfund Transfer		6,818,281.00	1,107,809.00	7,926,090.00	
	1001-149-4903-581900-	580-00-000-000-	591001-				02/06/2023			
								** JOURNAL TOTAL	0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: AGilbert

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					
2023	5	50124											
BUA	1001-150-5000-000000-590-00-000-000-598010-							Reserve - Contingency		5			1,107,809.00
	02/06/2023	JAIMCAMRSV	052							T			
BUA	1001-149-4903-581900-580-00-000-000-591001-							Interfund Transfer		5		1,107,809.00	
	02/06/2023	JAIMCAMRSV	052							T			
								JOURNAL 2023/05/50124	TOTAL			.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

\*\* END OF REPORT - Generated by Amanda Gilbert \*\*

**RESOLUTION 2023 - \_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE GENERAL CAPITAL PROJECTS FUND BUDGET FOR FISCAL YEAR 2022-23 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE**

**WHEREAS**, it is necessary to increase the General Capital Projects Fund 1316 to receive unanticipated revenue from the General Fund; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Flagler County Board of County Commissioners that the General Capital Projects Fund 1316 is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, is approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 20<sup>th</sup> day of February 2023.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Gregory L. Hansen, 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: 2023.02.08 14:24:45 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2023	05	50125	02/06/2023		BUA JAILCAMURR	1	2			
1	13000130	381000		Revenue Department	Interfund Transfer In			.00	-1,107,809.00	-1,107,809.00
	1316-001-0000-381000-380-00-000-000-381000-							02/06/2023		
2	13166120	564000		Capital Imprvmts - Non Grants	Machinery and Equipment			500,000.00	1,107,809.00	1,607,809.00
	1316-161-6001-523600-520-52-000-000-564000-							02/06/2023		
** JOURNAL TOTAL									0.00	

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: AGilbert

YEAR	PER	JNL	SRC	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
					EFF	DATE				LINE	DESC				
2023	5	50125													
BUA	1316-001-0000-381000-380-00-000-000-381000-				02/06/2023	JAILCAMURR				T	Interfund Transfer In		5		1,107,809.00
BUA	1316-161-6001-523600-520-52-000-000-564000-				02/06/2023	JAILCAMURR				T	Machinery and Equipment		5	1,107,809.00	
														.00	.00
BUA	1316-000-0000-000000-000-00-000-000-241000-				02/06/2023	JAILCAMURR					Appropriations				1,107,809.00
BUA	1316-000-0000-000000-000-00-000-000-171000-				02/06/2023	JAILCAMURR					Estimated Revenues			1,107,809.00	
SYSTEM GENERATED ENTRIES TOTAL														1,107,809.00	1,107,809.00
JOURNAL 2023/05/50125 TOTAL														1,107,809.00	1,107,809.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1316	2023 5	50125	02/06/2023	CPF-General Capital Projects		
				1316-000-0000-0000000-000-00-000-000-171000-		
				Estimated Revenues	1,107,809.00	
				1316-000-0000-0000000-000-00-000-000-241000-		
				Appropriations		1,107,809.00
				FUND TOTAL	1,107,809.00	1,107,809.00

**BUDGET AMENDMENT JOURNAL ENTRY PROOF**

CLERK: AGilbert

PA JOURNAL SOURCE	PROJECT	STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****			02/06/2023	2023/05/50125						
BUA	IT00009	-CIPTRK	-CAPEQMC	-6001				JAILCAMURR	5	1,107,809.00
								IT00009 TOTAL:		1,107,809.00
** END OF REPORT - Generated by Amanda Gilbert **										

**Flagler County Board of County Commissioners**  
**Appropriated Reserves: General Fund**  
**FY 2023**  
**1001-150-5000-000000-590-00-000-000-598010**

Item Description	Date Approved	Budget Transfer	*Reserve Balance
FY23 Adopted Budget			\$5,609,769
Hurricane Matthew Closeout	10/12/2022	(\$72,656)	\$5,537,113
Olsen Beach Funding Study	2/6/2023	(\$85,000)	\$5,452,113
Jail Cameras Replacement		(\$1,107,809)	\$4,344,304

\*Reserve balance is inclusive of pending transactions and items seeking approval at this meeting.

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

**SUBJECT:** Adoption of a Resolution to Vacate a Portion of the Plat of the St. Johns Park Subdivision in the AC (Agriculture) Zoning District – Johnathan Dias and Elisabeth Dias, Husband and Wife – 3122 County Road 2006 West; Parcel #25-12-28-5600-000L0-0030.

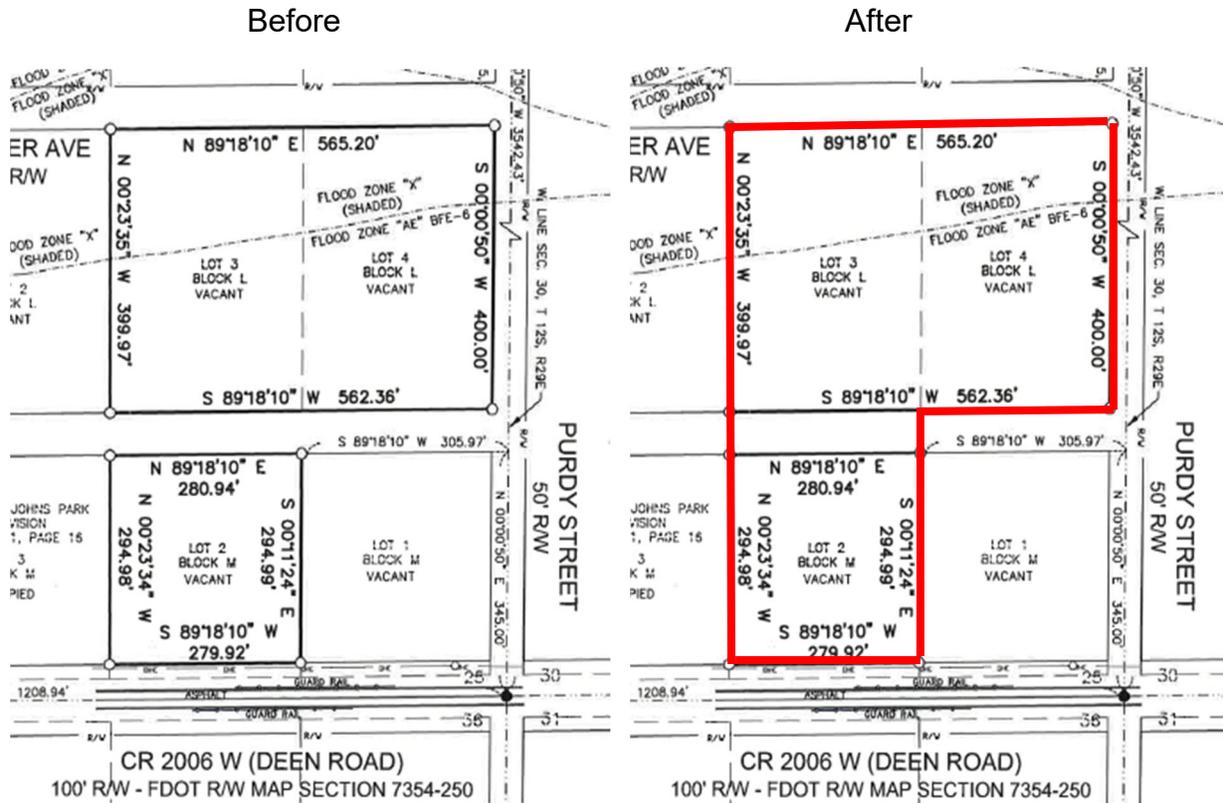
**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY:** The County has received a Petition to Vacate a portion of the St. Johns Park Subdivision and vacate a portion of Stewart Boulevard. Johnathan Dias and Elisabeth Dias, Husband and Wife, as the parcel owners, are seeking the vacation of the portion of the subject plat as depicted on the plat of the St. Johns Park subdivision, as recorded in Map Book 1, Page 16, of the Public Records of St. Johns County, Florida and also in Plat Book 29, Page 67, of the Public Records of Flagler County, Florida. The Property Appraiser’s aerial depicts:



Specifically, the Diases are requesting the vacation of the underlying plat inclusive of the portion of Stewart Boulevard, a 60 foot wide right-of-way, depicted between the three lots within the two separate blocks within the St. Johns Park plat. Following the plat vacation, the Diases will record an instrument in the public records that binds the resulting parcel together as a single parcel for development purposes. Once the vacation is complete and the binding lot instrument is recorded, the resulting parcel will observe the limits outlined below in red in the following “After” sketch:

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



The statutory guidance for plat vacations is primarily limited to ensuring that continued access is provided following any plat vacation:

“The governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.” (s. 177.101(3), Florida Statutes).

The County’s Land Development Code provides:

“The owner(s) of any land within an existing approved plat may request BOCC approval to vacate that portion of the plat which is owned by the applicant(s). If the existing plat includes a plat agreement/amendment, a portion of the original plat cannot be vacated without the consent of all current property owners within the plat. The vacating of public streets/rights-of-way and easements within a plat is subject to state statutes and county ordinances. Plats, or portions thereof, cannot be vacated without the

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

consent of the appropriate utilities or regulatory agencies.” (Sec. 4.08.03. – Vacating plats, Flagler County Land Development Code).

All respective utility providers – FPL, Charter Communications (d/b/a Spectrum), and AT&T – along with the St. Johns River Water Management District have consented to the partial plat vacation.

Public Notice: Public notice has been provided in accordance with Section 2.07.00 of the LDC, and consistent with Sections 177.101, 336.09, and 336.10, Florida Statutes.

**STRATEGIC PLAN:**

Focus Area: Effective Government

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

**DEPARTMENT CONTACT:** Planning & Zoning, Adam Mengel (386) 313-4065

**RECOMMENDATION:** Request the Board adopt the resolution for the vacation of the portion of the St. Johns Park Subdivision described as Lots 3 and 4, Block L, and Lot 2, Block M, and all that portion of Stewart Boulevard (60 foot right-of-way) lying south of Lot 3, Block L, and North of Lot 2, Block M, St. Johns Park Subdivision according to the plat thereof, recorded in Plat Book 1, Page 16, Public Records of St. Johns County, Florida, and also in Plat Book 29, Page 67, Public Records of Flagler County, Florida; said subdivision now being a part of Flagler County, Florida.

**ATTACHMENTS:**

1. Resolution.
2. Petition to Vacate and related documents, including consent letters from FPL, Charter Communications (d/b/a Spectrum), AT&T, and the St. Johns River Water Management District.
3. Public Notice.

**RESOLUTION 2023 - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO VACATE LOTS 3 AND 4, BLOCK L, AND LOT 2, BLOCK M, ST. JOHNS PARK SUBDIVISION, AND A PORTION OF STEWART BOULEVARD, AS RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND ALSO IN PLAT BOOK 29, PAGE 67, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID SUBDIVISION NOW BEING A PART OF FLAGLER COUNTY, FLORIDA, AS DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Johnathan Dias and Elisabeth Dias, Husband and Wife (the "Petitioners") have petitioned the Board of County Commissioners of Flagler County, Florida, to vacate a portion of the St. Johns Park Subdivision as well as a portion of Stewart Boulevard, as recorded in Plat Book 1, Page 16, Public Records of St. Johns County, Florida, and also recorded in Plat Book 29, Page 67, of the Public Records of Flagler County, Florida, and as specifically described herein; and

**WHEREAS**, the Petitioners are the fee simple owners of the property described herein, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning other property within the plat of St. Johns Park; and

**WHEREAS**, it appears from the Petition to Vacate and supporting materials made a part of the record that all County taxes due and owing on said property have been paid and that due and proper notice of the Petitioners' intention to vacate said portion of the plat has been given as required by law, and proof of publication of said notice has been filed with the Petition; and

**WHEREAS**, public notice has been provided in accordance with Sections 177.101 and 336.10, Florida Statutes, of the Board of County Commissioners' intent at its regular meeting on February 20, 2023 at 5:30 p.m. or as soon thereafter as the matter may be heard, to review the Petition to Vacate the portion of the plat and right-of-way as described herein and, to hold a public hearing to consider comments from the public and other interested parties regarding the Petition to Vacate; and

**WHEREAS**, no one appeared at the public hearing to object, or otherwise objected, to the vacation, abandoning, discontinuing, and closing of the portion of the plat and right-of-way as described at Exhibit "A" attached hereto and made a part hereof by reference; and

**WHEREAS**, it is the Board's intent through this Resolution, in addition to the vacation of the platted lots described in Exhibit "A", to vacate, abandon, discontinue and close that portion of Stewart Boulevard, a sixty foot wide right-of-way, as described in

Exhibit "A", and to renounce and disclaim any right of the county and the public in and to any land in connection therewith; and

**WHEREAS**, the Board of County Commissioners finds that the partial plat vacation of the platted lots and right-of-way described in Exhibit "A" is appropriate and proper, and in the best interest of the county.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA, THAT:**

1. The above Recitals are incorporated herein as Findings of Fact.
2. The lands described in Exhibit "A" are hereby vacated.
3. This Resolution shall take effect upon recording in the Official Records of Flagler County.

**APPROVED** in open session by the Flagler County Board of County Commissioners in Bunnell, Florida, on this 20th day of February 2023.

**FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

**ATTEST:**

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

\_\_\_\_\_  
Gregory L. Hansen, Chair

**APPROVED AS TO FORM:**

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.02.07 09:30:40 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

EXHIBIT "A"

LOT 3 AND 4, BLOCK L AND LOT 2, BLOCK M, ST. JOHNS PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 16, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO IN PLAT BOOK 29, PAGE 67, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID SUBDIVISION NOW BEING A PART OF FLAGLER COUNTY, FLORIDA.

AND

ALL OF THAT PORTION OF STEWART BOULEVARD (60 FOOT RIGHT-OF-WAY) LYING SOUTH OF LOT 3, BLOCK L AND NORTH OF LOT 2, BLOCK M, ST. JOHNS PARK SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 16, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO IN PLAT BOOK 29, PAGE 67, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID SUBDIVISION NOW BEING A PART OF FLAGLER COUNTY, FLORIDA.

# PETITION TO VACATE, ABANDON AND CLOSE COUNTY PROPERTY

**Johnathan Dias and Elisabeth Dias (hereinafter collectively referred to as Petitioners) hereby petition the Board of County Commissioners of Flagler County, Florida for a resolution vacating a County Right-of-Way:**

1. The area to be vacated lies within the unincorporated portion of Flagler County, more particularly described in Exhibit "A".
2. Petitioners respectively own free simple title to the adjacent properties.
3. The vacation will not affect the ownership or right of convenient access of other persons owning land in the vicinity.
4. The vacation will not interfere with the County Road System nor will it deprive any person of an existing means of ingress or egress to or from his or her premises or utility service.
5. Attached as Exhibit "B" is proof of publication of legal notice of intention to petition for vacation of the county road in compliance with Section 336.10, Florida Statutes.
6. There is no pending litigation involving the property.
7. Utility services have all submitted letters of no objection in vacating the easement.

NOW, THEREFORE, Petitioners respectfully request the Flagler County Board of County Commissioners to accept this Petition to Vacate the County Road described above.

By:  Date: 11/22/22  
 Johnathan Dias  
 Date: 11/22/22  
 Elisabeth Dias

**RECEIVED**  
 NOV 28 2022  
 Flagler County  
 Planning & Zoning Dept.

This instrument prepared by:

Name: Dawn O'Day-Sica, an employee of  
Flagler County Abstract Company  
306 E. Moody Blvd  
Bunnell, Florida 32110

FILE NO.F1080

Property Appraisers Parcel Identification Number(s):

25-12-28-5600-000L0-0030

Grantee(s) S.S #'s:

SPACE ABOVE THIS LINE FOR RECORDING DATA

**THIS WARRANTY DEED** made the 5 day of July, 2022 by

**Robert Joe Hancock**

whose street address is 3260 Turton Avenue, Jacksonville, Florida 32208

hereinafter called the grantor\*, to

**Johnathan Dias and Elisabeth Dias, husband and wife**

whose street address is 24 Village Circle, Palm Coast, Florida 32164

hereinafter called the grantee\*:

(\*Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed unto the grantee and grantee's heirs forever the following described land situate in County of Flagler, State of Florida, to wit:

**Lots 3 and 4, Block L and Lot 2, Block M, St. Johns Park Subdivision, recorded in Plat Book 1, Page 16, of the Public Records of Flagler County, Florida.**

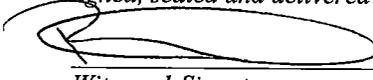
**GRANTOR WARRANTS THAT THIS IS NOT HOMESTEAD PROPERTY.**

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2021. FURTHER SUBJECT TO Restrictions, Reservations, Covenants, Dedications, Resolutions, Conditions and Easements of record, if any, however this reference shall not operate to reimpose same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

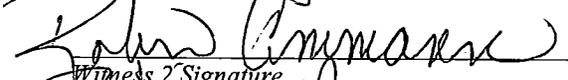
Signed, sealed and delivered in the presence of:



Witness 1 Signature

Sandy Hyder

Printed or Typed Name



Witness 2 Signature

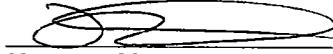
John Ammann

Printed or Typed Name

  
Robert Joe Hancock

STATE OF FLORIDA  
COUNTY OF Flagler

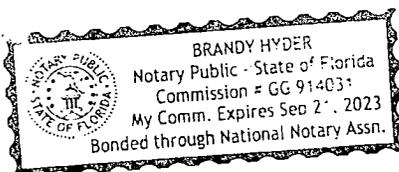
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 5 day of July, 2022, by Robert Joe Hancock who is personally known to me or who produced License as identification and who did/did not take an oath.



Notary Public

My Commission Expires:

[seal]



# SUZANNE JOHNSTON Flagler County Tax Collector

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments  
2022 Paid Real Estate

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2022	251228560000L00030	5830	005	

DIAS JOHNATHAN  
& ELISABETH H&W  
24 VILLAGE CIRCLE  
PALM COAST, FL 32164

3122 COUNTY RD 2006 W  
BUNNELL 32110

7.12 AC ST JOHNS PARK SUBD BLK ""L""  
LOTS 3 & 4 (5.09 AC) & BLK ""M"" LOT 2 (2.03  
AC)

Flagler County Suzanne Johnston  
Paid By Johnathan Dias \$453.73  
02/02/2023  
Receipt # INT-22-00077017

## AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY GENERAL FUND	386-313-4008	28,048	7.9297	0	28,048	222.41
ESL	386-313-4008	28,048	0.1250	0	28,048	3.51
2015 G O BONDS	386-313-4008	28,048	0.1665	0	28,048	4.67
2009/2016 ESL BONDS	386-313-4008	28,048	0.1250	0	28,048	3.51
FLAGLER COUNTY SCHOOL BOARD GENERAL FUND	386-437-7526	39,265	3.2980	0	39,265	129.50
DISCRETIONARY	386-437-7526	39,265	0.7480	0	39,265	29.37
CAP. OUTLAY	386-437-7526	39,265	1.5000	0	39,265	58.90
ST. JOHNS RIVER WATER MGMT	386-329-4500	28,048	0.1974	0	28,048	5.54
FL INLAND NAVIGATION DISTRICT	561-627-3386	28,048	0.0320	0	28,048	0.90
<b>TOTAL MILLAGE</b>		14.1216	<b>TOTAL AD VALOREM TAXES</b>		\$458.31	

## NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
<b>TOTAL NON-AD VALOREM TAXES</b>			\$0.00
<b>TOTAL COMBINED TAXES AND ASSESSMENTS</b>			\$458.31

<b>If Paid By</b>	<b>Feb 28, 2023</b>				
Please Pay	\$453.73				

### RETAIN FOR YOUR RECORDS

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments  
2022 Paid Real Estate

ACCOUNT NUMBER	ALT KEY
251228560000L00030	5830
PROPERTY ADDRESS	
3122 COUNTY RD 2006 W BUNNELL 32110	

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](http://www.Flaglertax.com)

DIAS JOHNATHAN  
& ELISABETH H&W  
24 VILLAGE CIRCLE  
PALM COAST, FL 32164

PAY ONLY ONE AMOUNT	
<input type="checkbox"/>	If Paid By Feb 28, 2023 \$453.73
<input type="checkbox"/>	If Paid By

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE



**MAP OF BOUNDARY SURVEY**  
**COUNTY ROAD 2006 W - TAX PARCEL ID 25-12-28-5600-000L0-0030**  
**SECTION 25, TOWNSHIP 12 SOUTH, RANGE 28 EAST**  
**FLAGLER COUNTY, FLORIDA**



SCALE: 1" = 200'

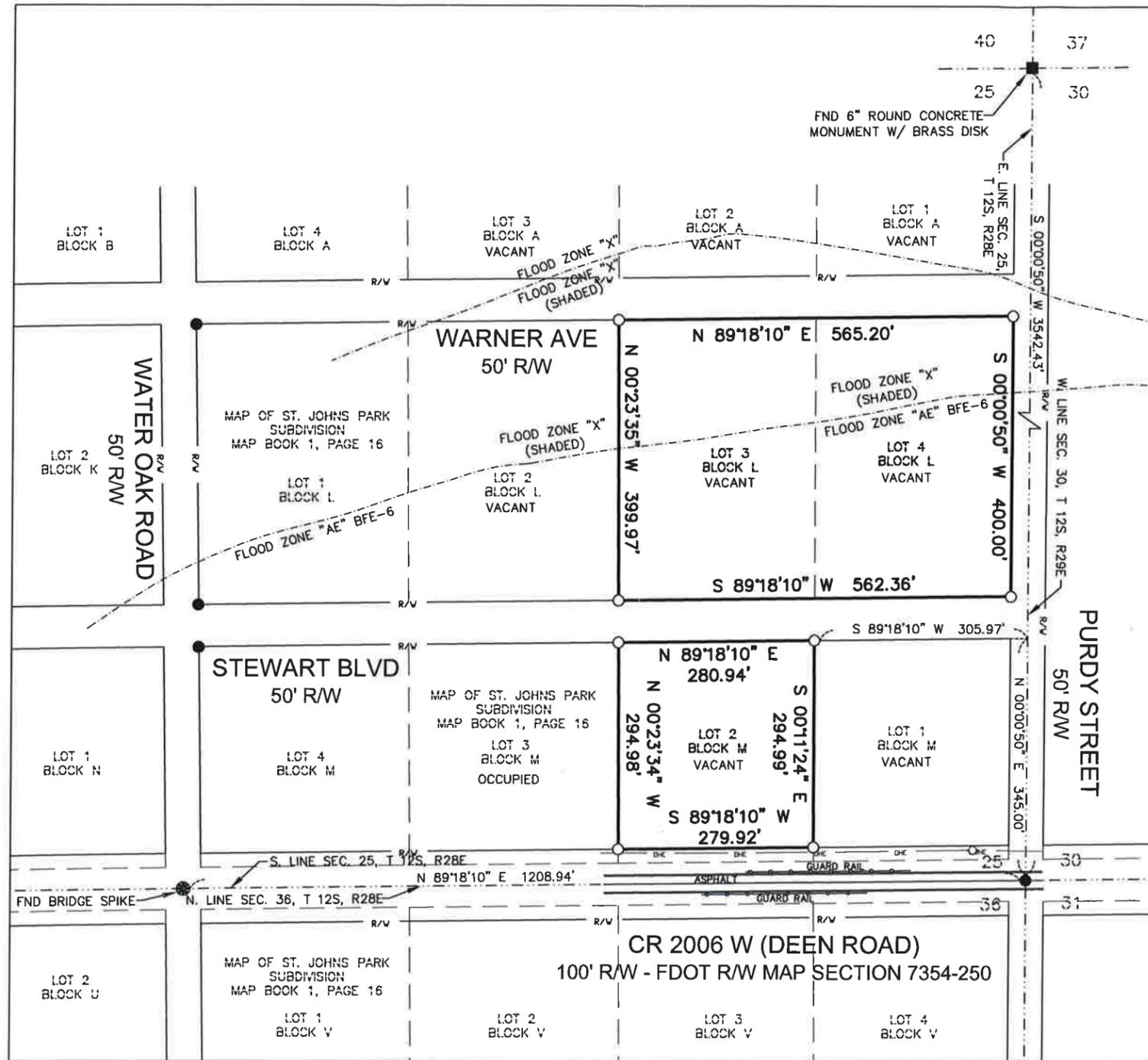
**PROPERTY DESCRIPTION:**

TAKEN FROM OFFICIAL RECORD BOOK 1310, PAGE 1794 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;

LOT 3 AND 4, BLOCK L AND LOT 2, BLOCK M, ST. JOHNS PARK SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SYMBOL LEGEND	
	CONCRETE MONUMENT FOUND
	5/8" IRON ROD FOUND - NO ID
	IRON ROD SET - LB8179
	BRIDGE SPIKE FOUND
	WOOD UTILITY POLE

ABBREVIATIONS	
CR	= COUNTY ROAD
FDOT	= FLORIDA DEPARTMENT OF TRANSPORTATION
FND	= FOUND
FPRN	= FLORIDA PERMANENT REFERENCE NETWORK
GNSS	= GLOBAL NAVIGATION SATELITE SYSTEM
LB	= LICENSED BUSINESS
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
RTK	= REAL TIME KINEMATICS
R/W	= RIGHT-OF-WAY



**SURVEYORS NOTES:**

- THIS IS A MAP OF BOUNDARY SURVEY. THE PURPOSE OF THIS SURVEY IS TO SHOW THE EXISTING SITE IMPROVEMENTS AND THE PROPERTY GEOMETRY AS DEFINED BY THE PROPERTY DESCRIPTION ON THE FACE OF THIS SURVEY MAP.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, TITLE REPORT OR TITLE OPINION.
- THE PROPERTY DESCRIPTION SHOWN HEREON WAS TAKEN FROM OFFICIAL RECORD BOOK 1310, PAGE 1794, AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
- NO INSTRUMENTS OF RECORD WERE PROVIDED TO THIS SURVEYOR.
- THERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE HORIZONTAL LOCATION OF THE POINTS HEREON WERE ESTABLISHED BY GNSS RTK OBSERVATIONS USING A CARLSON SURVEYOR2 DATA COLLECTOR AND A CARLSON BRX6 RECEIVER WITH FDOT-FPRN BASELINE CORRECTIONS AND A NIKON TOTAL STATION INSTRUMENT. THE RELATIVE POSITIONAL PRECISION DOES NOT EXCEED 4 CENTIMETERS PLUS 50 PARTS PER MILLION.
- THE BASIS OF BEARINGS FOR THIS SURVEY AS SHOWN ALONG THE CENTERLINE OF COUNTY ROAD 2006 W WERE ESTABLISHED BY GNSS RTK OBSERVATIONS USING A CARLSON SURVEYOR2 DATA COLLECTOR AND A CARLSON BRX6 RECEIVER WITH FDOT-FPRN BASELINE CORRECTIONS AND ARE REFERENCED TO THE FLORIDA STATE PLANE EAST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983(2011).
- THIS SURVEY MAKES NO CLAIMS REGARDING OWNERSHIP OR RIGHTS OF POSSESSION.
- ALL DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.304800609601 M.
- UNDERGROUND FOUNDATIONS, IF ANY, WERE NOT LOCATED.
- ANY REFERENCE TO UTILITIES THAT ARE SHOWN ON THIS MAP, HAVE BEEN LOCATED FROM VISIBLE SURFACE EVIDENCE THAT EXISTED AT OR ABOVE THE SURFACE OF THE EARTH AT THE TIME OF THIS SURVEY. NO UNDERGROUND UTILITY INFORMATION WAS COLLECTED OR VERIFIED AS PART OF THIS SURVEY.
- THIS PROPERTY LIES WITHIN FLOOD ZONE X SHADED, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AND FLOOD ZONE AE, BASE FLOOD ELEVATION 6, PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, (NFIP FIRM) MAP NUMBER 12035C0195E, WITH A REVISED DATE OF JUNE 6, 2018.
- THIS SURVEY WAS PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE FOLLOWING PARTY(IES): JOHNATHAN AND ELIZABETH DIAS AND IS NON-TRANSFERABLE TO ANY OTHER PARTY(IES). THIS SURVEY SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL. ANY RE-USE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH IT WAS ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED SURVEYOR AND MAPPER, WILL BE DONE SO AT THE RISK OF THE RE-USING PARTY AND WITHOUT ANY LIABILITY TO THE UNDERSIGNED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.
- THIS SURVEY WAS CONDUCTED PER FLORIDA STATUTE SECTION 472.027 AND IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, UNDER THE RESPONSIBLE CHARGE OF THE SIGNING SURVEYOR NAMED BELOW.
- THIS SURVEY IS NOT VALID UNLESS SIGNED BY THE PROFESSIONAL SURVEYOR AND MAPPER NOTED, AND EMBOSSED WITH THE SURVEYOR'S SEAL.
- THIS SURVEY MAP WAS PREPARED AT A SCALE OF 1 INCH EQUALS 200 FEET ON 11 INCH BY 17 INCH MEDIA. THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION.
- FIELD WORK FOR THIS SURVEY WAS PERFORMED ON JUNE 14, 2022 THROUGH JUNE 22, 2022.

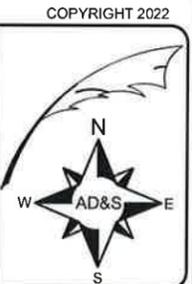
AD&S NO 2022-BTT-039  
 DRAWN JJW  
 CHECKED TLT  
 SHEET NO 1 OF 1  
 FILE LOCATION: S:\\_AD&S Survey Projects 2022\2022-BTT-039 - CR 2006 W\CR 2006 W - Bndry-Topo-Tree\_PRJ\dwg\2022-BTT-039 Bndry.dwg

**RECEIVED**  
 NOV 28 2022  
 Flagler County  
 Planning & Zoning Dept.

I HEREBY CERTIFY THAT THIS SURVEY OF THE SUBJECT PROPERTY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AS SURVEYED IN THE FIELD UNDER MY SUPERVISION AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN THE FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17, ADOPTED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES SECTION 472.027, BEING SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

SIGNED JOSEPH JAY WOOLDRIDGE, PSM LS6994  
 DATE JUNE 22, 2022

**ATLANTIC DRAFTING & SURVEYING, INC.**  
 1362 N. US HWY 1, SUITE 304  
 ORMOND BEACH, FLORIDA 32174  
 PHONE: 386-264-8490 - LB#8179



COPYRIGHT 2022



January 10, 2023

Elisabeth Dias  
24 Village Cir  
Palm Coast, FL, 32164

Dear Elisabeth Dias,

This letter is in response to your request for the release of a platted road right-of-way.

In meeting with your request, FPL has no objection to releasing our rights in the road right-of-way known as "Stewart Blvd" in Plat Book 1, Page 18 of the Public records of Flagler County .

The release is restricted to the following description: Part of 60' right-of-way between Lots 3 and 4 in Block L and Lot 2 in Block M identified as Stewart Blvd according to the plat of St Johns Park, recorded in Map Book 29, Page 67, Public Records of Flagler County, Florida.

Should you have any questions or concerns, please do not hesitate to contact Mills Moosbrugger at 386-586-6438.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joshua Zehnder', written over a horizontal line.

Joshua Zehnder  
Engineering Lead

August 30, 2022

Elisabeth Diaz  
24 Village Circle  
Palm Coast Fl. 32164

**RE: PROPOSED VACATION OF THE EASEMENT BETWEEN LOT 2 OF BLOCK M AND LOT 3 OF BLOCK L, ST JOHNS PARK SUBDIVISION, RECORDED IN PLAT BOOK 1, PAGE 18. OF THE PUBLIC RECORDS OF FLAGLER COUNTY FLORIDA. Parcel ID# 25-12-28-5600-000L0-0030**

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced "Easements" which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of utility easement of the above mentioned property as described in the attached "Exhibit A" and survey map.

If you have any questions regarding this, please contact me.

Sincerely,



Stacy R. Stafford  
Charter Spectrum  
Construction Supervisor  
(407) 532-8614

**RECEIVED**  
NOV 28 2022  
Flagler County  
Planning & Zoning Dept.

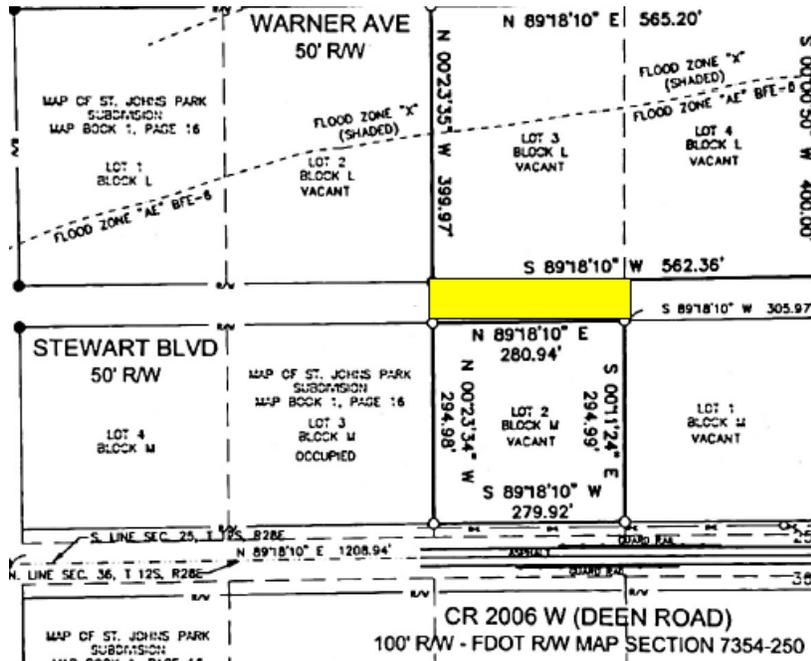


Elisabeth Dias  
Johnathan Dias  
Phone:  
E-mail: diase718@gmail.com, johnathandias@gmail.com

RE: Parcel ID: 25-12-28-5600-000L0-0030

November 30, 2022

This is a "Letter of No Objection" to the requested vacation of below highlighted area located in Flagler County. Please accept this letter as notification.



Sincerely,

*Jacob Brooks*

Jacob Brooks  
AT&T Engineer  
1500 Herbert St  
Port Orange, FL 32129  
c. (386) 843-0316



Elisabeth Dias &lt;diase718@gmail.com&gt;

---

**Partial plat vacation -- St. Johns Park S/D**

---

Tanya Alvarez <TAlvarez@sjrwmd.com>  
To: Elisabeth Dias <diase718@gmail.com>  
Cc: Husband <johnathandias@gmail.com>

Fri, Nov 18, 2022 at 3:39 PM

Good afternoon Mr. and Mrs. Dias,

I apologize for the delay, but I needed to touch bases with Flagler County, with our real estate group and with our attorneys. I wanted to make sure I covered all the bases and gave you a correct answer.

I've attached the email from where I reached out to Flagler County. The county said they used to ask applicants for plat vacations to get consent of all easement-holders – inclusive of the District. More recently they have dropped out the District from those providing utility consents for plat vacations, especially for these older plats where specific easement rights were not defined as part of the plat.

I confirmed with our Real Estate Division and SJRWMD does not have any vested interest in this land. I have verified with the District's attorney SJRWMD does not have any vested rights to waive in this Plat. There is no dedication to SJRWMD.

The SJRWMD district has no objection in the request to vacate the plat. We do not have interest in the land to be able to object.

Hope this helps! Feel free to reach out to me with any questions.

Thanks!

Tanya M. Alvarez  
Supervising Regulatory Scientist  
Division of Regulatory Services  
St. Johns River Water Management District  
P.O. Box 1429 • Palatka, FL 32178-1429  
Office: (386) 329-4130

Cell: (386) 916-9407  
Email: [talvarez@sjrwmd.com](mailto:talvarez@sjrwmd.com)

**RECEIVED**  
NOV 28 2022  
Flagler County  
Planning & Zoning Dept.

## PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT in accordance with Section 177.101 of the Florida Statutes and in accordance with Sections 336.09 and 336.10, Florida Statutes, JOHNATHAN DIAS AND ELISABETH DIAS, HUSBAND AND WIFE, intend to petition the Board of County Commissioners of Flagler County, Florida, on February 20, 2023 at 5:30 pm or as soon thereafter as possible during its regular scheduled meeting in the Board Chambers at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, to vacate and annul the portion of the St. Johns Park Subdivision Plat and a portion of Stewart Boulevard, as described below:

LOT 3 AND 4, BLOCK L, AND LOT 2, BLOCK M, ST. JOHNS PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE(S) 16, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND ALSO IN PLAT BOOK 29, PAGE 67 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID SUBDIVISION NOW BEING A PART OF FLAGLER COUNTY, FLORIDA.

AND

ALL OF THAT PORTION OF STEWART BOULEVARD (60' RIGHT-OF-WAY) LYING SOUTH OF LOT 3, BLOCK L AND NORTH OF LOT 2, BLOCK M, ST. JOHNS PARK SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE(S) 16, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND ALSO IN PLAT BOOK 29, PAGE 67 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID SUBDIVISION NOW BEING A PART OF FLAGLER COUNTY, FLORIDA.

PURSUANT TO FLORIDA STATUTE 286.0105, EACH BOARD, COMMISSION, OR AGENCY OF THIS STATE OR OF ANY POLITICAL SUBDIVISION THEREOF SHALL INCLUDE IN THE NOTICE OF ANY MEETING OR HEARING, IF NOTICE OF THE MEETING OR HEARING IS REQUIRED, OF SUCH BOARD, COMMISSION OR AGENCY, CONSPICUOUSLY ON SUCH NOTICE, THE ADVICE THAT, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NT#8305626 2/8, 2/15/2023 21

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

**SUBJECT: LEGISLATIVE** – Seventh Amendment to the Hunter’s Ridge Development of Regional Impact. Applicant/Owner: Glen Fishman, President, U.S. Capital Alliance, LLC/Agent: Kim C. Booker, Booker & Associates, P.A.

**DATE OF MEETING:** February 20, 2023

**OVERVIEW/SUMMARY: This request is legislative in nature (not quasi-judicial) and does not require disclosure of ex parte communication.** This request was continued from the Board’s January 9, 2023 regular meeting. Following the meeting, County staff engaged directly with the Developer to resolve the issues of (1) duplicative provisions in the Development Order (“DO”) involving the jurisdiction with the City of Ormond Beach; (2) the adequacy of accountability and assurance measures for fulfilling of DRI obligations by sub developers which measures are value added to the parties and do not overly burden either the Developer or the County; and, finally, (3) adjusting the language concerning the trailheads. There also were conforming and corrective revisions to clean up the DO, all of which are displayed in strike through in the attached documentation, along with changes brought about by the resolution of three issues just mentioned.

All of these matters were successfully resolved by the parties, and the action requested is for the Board to approve the outcomes of the parties’ work and approve in whole the NOPC as revised for this final hearing.

As to the first issue, decoupling from the jurisdiction of the City of Ormond Beach, County staff removed all provisions applicable to only Ormond Beach where appropriate, whether requested by the Developer or the City of Ormond Beach. Some were initiated by County staff to remain consistent with the concept of jurisdictional decoupling. Some remained, however, for example, reserving the non-public parks built for the residents to be available to them whether they reside within Flagler or the City of Ormond Beach.

As to accountability and assurances, the Developer agreed to language that obligated it to stand behind all obligations, in essence avoiding potential disputes with sub-developers about their DRI related obligations. Through subdividing or site plans, the County will specify conditions for the sub-developer. These conditions may include DRI related obligations as appropriate. A failure of the condition would be corrected by the Developer as part of its overall accountability.

Further, on the accountability/assurance focus, the parties agreed to the Developer filing an annual report with the County that would identify the completed parcel count constructed for the year and the status of fulfilling the DRI obligations. (Some of the DRI obligations are triggered when a certain number of parcels are built, for example, certain fire apparatus is required when the parcel count meets a numerical threshold of parcels constructed in the aggregate within the project.) This annual report, however, will not supersede the required, more comprehensive biennial report. The parties agreed this was a more balanced approach that would not interfere with sales of land to a sub-developer while providing the County with data and accountability that keeps everything in sync.

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

On the third and final issue related to trailheads, the previous language concerning the equestrian trailhead has been revised to include such within Flagler County and not Ormond Beach. The features are stated the same except they are intended improvements, rather than a mandatory standard. This gives the County flexibility while removing a sticking point with Ormond Beach that the County was prescribing the shape and quantity of the recreational features Ormond Beach had to construct. The developer is still required to construct a trailhead from the community park which it may restrict to its residents only.

In sum, the requested changes to the Development Order do not constitute a substantial deviation warranting regional review. These changes are principally limited to localized impacts and development requirements.

While this staff report was being prepared, the County Attorney's office received extensive communication from the City Attorney's office on DRI actions of the past and some current issues. Some of the issues were easy to resolve, for example, as mentioned in this report, removing City jurisdiction on certain matters. However, there are larger questions on which we continue to work with the City. We will prepare a supplemental report to be added to this agenda item when that effort is concluded. Our work so far leads us to conclude that while these issues may require more dialog between the governments, the NOPC before you remains ripe for approval.

BCC review authority: Section 3.04.02.F, Land Development Code, *Action by the Planning and Development Board and Board of County Commissioners*. The Board, in reviewing this request, is also acting in its capacity as the local planning agency (LPA) for Flagler County. Public notice of this hearing has been provided consistent with Sec. 125.66 and Sec. 380.06, Florida Statutes.

This agenda item is:

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

**STRATEGIC PLAN:**

Focus Area: 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.

**DEPT./CONTACT/PHONE #:** Growth Management/Adam Mengel/386-313-4065

**OPTIONS FOR THE BOARD:** The Board of County Commissioners finds that the Notice of Proposed Change to the Hunter's Ridge Development of Regional Impact does not constitute a substantial deviation and that the requested PUD modifications are consistent with the Comprehensive Plan and Land Development Code and furthers the orderly development of the County and therefore the Board may:

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

**Approve** and adopt the resolution amending and replacing in its entirety the Hunter's Ridge DRI Development Order, constituting the Seventh Amendment to the Hunter's Ridge Development of Regional Impact, titled as:

A RESOLUTION OF FLAGLER COUNTY, FLORIDA, AMENDING THE DEVELOPMENT ORDER FOR HUNTER'S RIDGE, A DEVELOPMENT OF REGIONAL IMPACT UNDER CHAPTER 380, FLORIDA STATUTES; RE-AUTHORIZING DEVELOPMENT OF APPROXIMATELY 3,865+/- ACRES (1,976+/- ACRES WITHIN A CONSERVATION/REGIONAL PARK) IN SOUTHEAST FLAGLER COUNTY; DELETING REFERENCES TO THE FORMER SCHOOL SITE AND FORMER LIBRARY SITE, AND DESIGNATING THESE SITES FOR RESIDENTIAL DEVELOPMENT; ADOPTING AN AMENDED EXHIBIT 1, MAP H, REVISED DEVELOPMENT PLAN; PROVIDING FOR DEVELOPMENT PHASING AND BUILDOUT DATES; AND ESTABLISHING AN EFFECTIVE DATE.

**Deny** and not adopt the resolution amending and replacing in its entirety the Hunter's Ridge DRI Development Order.

**Continue** the request for a Notice of Proposed Change to the Hunter's Ridge DRI Development Order on the basis that additional information is needed from staff or the applicant. Based on the presentation and the public hearing, the Board does not have sufficient information to be able to render a decision (and recommendation) on the request. Continuing the request to a time and date certain will preserve public notice and provide an opportunity for staff or the applicant to provide additional information.

**ATTACHMENTS:**

1. Resolution (amended and restated Seventh Amendment)
2. Amended Development Order and PUD Development Agreement (blackline)

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF FLAGLER COUNTY, FLORIDA, AMENDING THE DEVELOPMENT ORDER FOR HUNTER'S RIDGE, A DEVELOPMENT OF REGIONAL IMPACT UNDER CHAPTER 380, FLORIDA STATUTES; RE-AUTHORIZING DEVELOPMENT OF APPROXIMATELY 3,865+/- ACRES (1,976+/- ACRES WITHIN A CONSERVATION/REGIONAL PARK) IN SOUTHEAST FLAGLER COUNTY; DELETING REFERENCES TO THE FORMER SCHOOL SITE AND FORMER LIBRARY SITE, AND DESIGNATING THESE SITES FOR RESIDENTIAL DEVELOPMENT; ADOPTING AN AMENDED EXHIBIT 1, MAP H, REVISED DEVELOPMENT PLAN; PROVIDING FOR DEVELOPMENT PHASING AND BUILDOUT DATES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, US Capital Alliance, LLC, is the owner of the DRI Property ("Owner", "Applicant", or "Developer", as appropriate herein) and has duly authorized the filing of an Application to Amend the DRI Application for Development Approval (hereafter referred to as the "Application") to amend the Development Order ("D.O.") for the DRI Property; and

**WHEREAS**, the Owner's Application dated April 5, 2022, has been submitted to the County to amend the mitigation requirements related to education; and

**WHEREAS**, the Owners' Application has been reviewed pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI on the DRI Property and pursuant to Flagler County Land Development Code; and

**WHEREAS**, the Applicant has provided complete copies of the Notice of Proposed Change application to the Florida Department of Economic Opportunity, the East Central Florida Regional Planning Council, the Northeast Florida Regional Council, the City of Ormond Beach, Volusia County, and Flagler County; and

**WHEREAS**, the proposed DRI is consistent with the State Comprehensive Plan; and

**WHEREAS**, the proposed DRI is consistent with the Flagler County Comprehensive Plan and is consistent with the Flagler County Land Development Code ("LDC"); and

**WHEREAS**, a public hearing was originally slated for consideration on September 19, 2022, however the applicant requested that the Development Order amendment request be withdrawn from the Board's agenda pending resolution of staff's comments; and

**WHEREAS**, the applicant responded to staff's comments and has requested that the request be presented for the Board's consideration; and

**WHEREAS**, the Flagler County Board of County Commissioners has duly noticed and, on January 9, 2023, held a public hearing on the Application and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Flagler County, Florida, in a public hearing duly constituted and assembled on January 9, 2023, that the Application to Amend the Hunter's Ridge DRI is hereby approved, subject to the following terms, conditions, and provisions as included at Exhibit A, based on the findings incorporated in the above recitals and additionally as listed below:

1. This Development Order satisfies the Developer's obligation within the original Development Order for Substantial Deviation application review.
2. This request is consistent with the Goals, Objectives, and Policies of the Flagler County Comprehensive Plan and the Flagler County Land Development Code (LDC).
3. The original Development Order, as previously amended, is hereby amended and replaced in its entirety through approval of the specific changes as provided in Exhibit A.
4. A certified copy of this Resolution, complete with all exhibits, shall be rendered by Flagler County within thirty (30) days of its adoption by certified mail, return receipt requested, to: the Florida Department of Economic Opportunity; the East Central Florida Regional Planning Council; the Northeast Florida Regional Council; the City of Ormond Beach; Volusia County; and the Developer.
5. This Resolution shall take effect immediately upon its adoption.

**REMAINDER OF PAGE INTENTIONALLY BLANK  
SIGNATURE PAGE TO FOLLOW**

**PASSED AND APPROVED** by the Board of County Commissioners of Flagler County, State of Florida, this 20th day of January 2023.

**ATTEST:**

**FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

---

Tom Bexley, Clerk of the  
Circuit Court and Comptroller

---

Gregory L. Hansen, Chair

**APPROVED AS TO FORM:**

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.02.10 09:55:54 -05'00'

---

Sean S. Moylan, Deputy County  
Attorney

**Exhibit A  
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

**THIS DEVELOPMENT ORDER** effective this 20th day of February 2023 by and between US Capital Alliance, LLC, a Florida limited liability company (hereinafter referred to as the "Owner" or "Applicant" and/or the "Developer" as appropriate herein) the successor in interest of Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., as the owner of the DRI Property (the "Developer") and the Flagler County Board of County Commissioners, a political subdivision of the State of Florida (the "County").

**WHEREAS**, on January 25, 1990, Flagler County adopted Resolution 90-3A constituting the Development Order for the approximately 3,865 acre Flagler County portion of the Hunter's Ridge Development of Regional Impact (DRI) ("DRI Property"); and

**WHEREAS**, the Department of Community Affairs intervened in an appeal of the Development Order and the Division of Administrative Hearings issued a Recommended Order May 28, 1991 and rendered an Amended Final Development Order recorded in Official Records Book 455, Page 1019, of the Public Records of Flagler County, Florida; and

**WHEREAS**, on April 6, 1992 Flagler County adopted the First Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, on December 1, 1997 Flagler County adopted Resolution No. 97-79A constituting the Second Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, on December 15, 2003, Flagler County adopted Resolution No. 2003-208 constituting the Third Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, on November 15, 2010, Flagler County adopted Resolution No. 2010-61 constituting the Fourth Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, on September 20, 2021, Flagler County adopted Resolution No. 2021-66 constituting the Fifth Amendment to the Hunter's Ridge Development Order; and

**Exhibit A  
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

**WHEREAS**, on May 16, 2022, Flagler County adopted Resolution No. 2022-31 constituting the Sixth Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, the Developer submitted an application for a Notice of Proposed Change ("NOPC") on July 18, 2022 (hereinafter referred to as "NOPC Application") requesting changes to Development Order related to the former school site and proposed sports and recreation complex, together with a revised Exhibit 1, Map H, Revised Development Plan, depicting the designation of the former school site and former library site as areas for residential development, but without an increase in density within the Hunter's Ridge DRI; and

**WHEREAS**, the NOPC Application has been reviewed pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI on the DRI Property and pursuant to Flagler County Land Development Code; and

**WHEREAS**, the Flagler County Board of County Commissioners, in its capacity as the local planning agency and governing body for consideration of an NOPC Application, has duly noticed and on January 9, 2023 held a public hearing on the NOPC Application and continued the public hearing to February 20, 2023 and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Flagler County, Florida, in a final public hearing duly constituted and assembled on February 20, 2023, that the NOPC for Development Approval for the Hunter's Ridge DRI is hereby approved through a majority vote, based upon the following Findings of Fact and Conclusions of Law, and the consent and agreement of the Developer, and subject to the following terms and conditions, pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable State laws and the codes and ordinances of Flagler County:

**Section I. Findings of Fact and Conclusions of Law**

1. The above Recitals/Whereas clauses are hereby adopted and incorporated into this Development Order.
2. The DRI Property is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes.

**Exhibit A  
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

3. The Developer is the owner of and has the authority to file this NOPC Application for Development Approval ("NOPC Application") and obtain an amended Development Order with respect to the DRI Property in accordance with Section 380.06, Florida Statutes, Section 163.3167, Florida Statutes, and the Code of Ordinances of Flagler County.
4. The County has conducted a diligent evaluation and review of all the ADA and Sufficiency Response materials as part of the development review process; however, the Developer and the County acknowledge that the County has not created any independent work project or analysis for the DRI Property.
5. This Development Order for Hunter's Ridge is consistent with the State's Comprehensive Plan adopted pursuant to Chapter 187, Florida Statutes.
6. This Development Order for Hunter's Ridge is consistent with the Strategic Regional Policy Plan ("SRPP") as adopted by the Northeast Florida Regional Council ("NEFRC").
7. This Development Order for Hunter's Ridge is consistent with the County's Comprehensive Plan and the County's Land Development Code ("LDC").
8. The public hearings to consider this Development Order were properly noticed and held by the Flagler County Board of County Commissioners pursuant to Section 380.06, Florida Statutes, and the code and ordinances of Flagler County.
9. The Developer's authorized representative is Jake Beren, COO, whose principal place of business is 880 Airport Road, Ormond Beach, Florida 32174; and whose telephone number is (386) 843-5507.
10. Implementation of this Development Order for Hunter's Ridge pursuant to the ADA was determined to be consistent with the achievement of the objectives of the adopted State Comprehensive Plan, as codified at Chapter 187, Florida Statutes, and will not unreasonably interfere with the achievement of those objectives.
11. This Development Order for Hunter's Ridge constitutes final DRI approval as more particularly described in Section II. Development Approval, as originally described in the ADA, is subject to the terms and conditions of this Development Order provided,

**Exhibit A**  
**HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

however, that any and all approvals not specifically made or provided for herein are subject to further development review.

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**Exhibit A  
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

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**EXHIBITS**

- Exhibit 1 Map H, Revised Development Plan
- Exhibit 2 Flagler County/City of Ormond Retail Water and Wastewater Service Agreement
- Exhibit 3 Conservation Park Area Agreement
- Exhibit 4 Stormwater Pollution Prevention Plan
- Exhibit 5 Revised Proportionate Share Agreement
- Exhibit 6 Joint Stipulation
- Exhibit 7 School Board Impact Fee Credit Agreement

**Section II. Development Approval**

1. **Land Development Approval.** The DRI may be developed up to the maximum densities and intensities provided herein within appropriate use cluster areas and timed per the phases all as indicated in the Hunter's Ridge Development Table (Flagler County) and Hunter's Ridge Cluster Use Development Table (Flagler County), as graphically depicted in Revised Map H, and in accordance with the Flagler County Comprehensive Plan, Flagler County Land Development Code (LDC), and other applicable Local, State, and Federal laws and in conjunction with the other terms and conditions contained herein.
  
2. **Comprehensive Plan Future Land Use.** The approximately 3,840 acre Flagler County portion of the Hunter's Ridge Development of Regional Impact ("DRI") ("DRI Property") shall be composed of the following two areas as depicted on Revised Map H (Exhibit 1):
  - a. The Development Area (approximately 1,862 acres) as shown on Revised Map H shall have a Future Land Use of Mixed Use: Low Intensity, Low/Medium Density Residential (maximum residential density established as not more than seven (7) units per acre calculated on a gross acreage basis) as described in the Flagler County Comprehensive Plan. This Development Area is further divided into sub-areas as clusters.

**Exhibit A  
HUNTER’S RIDGE DRI DEVELOPMENT ORDER**

- b. The Conservation/Regional Park Area (approximately 1,976 acres) as shown on Revised Map H shall have a Future Land Use of Conservation as described in the Flagler County Comprehensive Plan and has been conveyed by Warranty Deed to the County subject to a Conservation Park Agreement and Conservation Easement.
3. **Hunter’s Ridge Development Table (Flagler County).** This table shall represent the maximum overall development approval within Flagler County, excluding public facilities and recreational amenities, and subject further to other terms and conditions contained herein.

<b>TABLE 1. Hunter's Ridge Development Table (Flagler County)</b>	
<b>Uses by Phase</b>	<b>Total</b>
Low Density	1,110 Units
Medium/High Density	1,192 Units
Mixed Use Office/Retail/Service	400,238 SF
Light Industrial	166,795 SF
Total Residential - Flagler County	2,302 Units
Total Residential - Vested by Others	421 Units
Total Residential Remaining	1,881 Units
Total Non-Residential	567,033 SF

Note: The square footages above shall not include any permitted governmental, utility, and recreational square footage necessary to service the community or provided as part of a regional park amenity.

- a. Office/Retail/Services are combined as a mixed use to better reflect the diversity of uses that need to occur in these clusters to provide the maximum residential transportation trip capture.
- b. Phasing Duration and Commencement of DRI. The DRI shall be developed in one phase as identified above. The sequence of development may be altered and proceed based upon consent from Flagler County without a Notice of Proposed

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Change ("NOPC") modification being required so long as the transportation mitigation and all other obligations herein are met. Flagler County may condition any development approval on satisfaction of obligations not yet performed which remain due.

- c. **Build-out and Expiration.** The projected build-out date for all DRI development improvements that are the obligation of the Developer is November 30, 2035. The DRI termination and DRI Development Order expiration dates are established as November 30, 2037. Any extensions of the DRI build-out, termination, or expiration dates shall be governed by the provisions of Section 380.06, Florida Statutes. The time period for commencement of physical development, build-out, termination, phasing dates, and deadlines shall be tolled during the period of any appeal pursuant to Section 380.07, Florida Statutes.
- 4. Hunter's Ridge Cluster Use Development Table (Flagler County).** This table shall represent the permitted use category by cluster and maximum density/intensity permitted per cluster for development within Flagler County, excluding public facilities and recreational amenities, and subject further to other terms and conditions contained herein.

<b>Development Pod</b>	<b>Cluster Use</b>	<b>Gross Acres</b>	<b>Maximum Density/ Intensity</b>	<b>Max. Ht.</b>
Ashford Lakes - Vested	Low Density Residential	87.71	77 Units	35 ft
Huntington Woods - Vested	Low Density Residential	24.03	70 Units	35 ft
Huntington Townhomes - Vested	Low Density Residential	103.74	183 Units	35 ft
Huntington Lakes - Vested	Low Density Residential	81.03	77 Units	35 ft
Deerfield Estates - Vested	Low Density Residential	18.39	14 Units	35 ft
Ironwood	Medium Density Residential	15.9	6-10 Units/Ac.	35 ft

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<b>TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)</b>				
<b>Development Pod</b>	<b>Cluster Use</b>	<b>Gross Acres</b>	<b>Maximum Density/ Intensity</b>	<b>Max. Ht.</b>
Plumeria Phase 1	Medium Density Residential	6.43	6-10 Units/Ac.	35 ft
Plumeria Phase 2	Medium Density Residential	48.0	6-10 Units/Ac.	35 ft.
Mace	Low Density Residential	54.87	0-5 Units/Ac.	35 ft
Iris Phase 2	Low Density Residential	23.15	0-5 Units/Ac.	35 ft
Iris Phase 1	Low Density Residential	20.7	0-5 Units/Ac.	35 ft
Indigo	Medium Density Residential	23.03	6-10 Units/Ac.	50 ft
Celadine	Low Density Residential	21.3	0-5 Units/Ac.	50 ft
Recreation Area A	Private Indigo Recreation	5.08	N/A	35 ft
Sumac	Mixed Use Office/Retail/Service	5.74	126,000 SF	45 ft
Plum Creek Parcel	Park of Commerce (under previous D.O.)	3.15	N/A	N/A
Plum Creek Parcel	Park of Commerce (under previous D.O.)	17.12	N/A	N/A
Recreation Area B	Community Recreation	0.89	N/A	35 ft
Amber Woods	Low Density Residential	9.73	0-5 Units/Ac.	35 ft
Hemlock	Light Industrial	6.15	102,000 SF	50 ft

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<b>TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)</b>				
<b>Development Pod</b>	<b>Cluster Use</b>	<b>Gross Acres</b>	<b>Maximum Density/ Intensity</b>	<b>Max. Ht.</b>
Mint	Medium Density Residential	16.34	6-10 Units/Ac.	50 ft
Orchid	Low Density Residential	31.73	0-5 Units/Ac.	35 ft
Recreation Area C	Community Recreation	5.11	N/A	35 ft
Damiana Phase 1	Medium Density Residential	36.44	6-10 Units/Ac.	50 ft
Damiana Phase 2	Medium Density Residential	29.58	6-10 Units/Ac.	50 ft
Recreation Area D	Community Recreation	6.3	N/A	35 ft
Coriander	Medium Density Residential	65.6	6-10 Units/Ac.	50 ft
Turmeric Phase 1	Medium Density Residential	17.87	6-10 Units/Ac.	50 ft
Turmeric Phase 2	Medium Density Residential	14.76	6-10 Units/Ac.	50 ft
Lavender	High Density Residential	21.73	11-15 Units/Ac.	50 ft
Saffron Phase 1	Medium Density Residential	10.12	6-10 Units/Ac.	50 ft
Saffron Phase 2	Medium Density Residential	13.44	6-10 Units/Ac.	50 ft
Recreation Area E	Community Recreation	2.78	N/A	35 ft
Alder	Mixed Use Office/Retail/Service	2.91	25,352 SF	45 ft

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<b>TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)</b>				
<b>Development Pod</b>	<b>Cluster Use</b>	<b>Gross Acres</b>	<b>Maximum Density/ Intensity</b>	<b>Max. Ht.</b>
Laurel	Mixed Use Office/Retail/Service	7.68	66,908 SF	45 ft
Primrose	Mixed Use Office/Retail/Service	27.53	239,841 SF	45 ft
Location TBD	Light Industrial	TBD	64,795 SF	50 ft

Note: Refer to Table 1 for Maximum Non-Residential Square Footages and Maximum Number of Residential Units

- a. Maximum and Minimum Densities per residential land use cluster shall be as follows:

Low Density Residential: 0-5 units per acre

Medium Density Residential: 6-10 units per acre

High density Residential: 11-15 units per acre

- b. Maximum Intensities for each non-residential cluster shall be as listed in the Hunter's Ridge Cluster Use Development Table (Flagler County) above, but less than the overall maximum density in total as listed in the Hunter's Ridge Development Table (Flagler County).
- c. Calculation of densities and intensities within clusters ("Cluster Use Area") shall be inclusive of the entire cluster area including, but not limited to: developed areas; stormwater; roads; infrastructure; open space; preserve; setbacks; and the like. For example, if the cluster is twenty (20) acres in size and the maximum density is five (5) units per acre, then the maximum number of units for the cluster totals one hundred (100) units.
- d. Uses within any cluster cannot exceed the maximum density and intensity within any cluster. It is understood that low density residential may not only develop as

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single family residential dwellings on individual lots, but could be a variety of housing types meeting the density thresholds.

- e. Essential public utilities may be allowed within any of the land use categories shown on Revised Map H, except conserved wetlands subject to compliance with applicable permitting law.

**5. Change in Cluster Use Areas.** The Applicant may increase or decrease the amount of particular development within a Cluster Use Area without filing a Notice of Proposed Change so long as the maximum density/intensity of that Cluster Use Area is not exceeded, upon approval by the Flagler County Board of County Commissioners, provided that:

- a. Residential density levels within clusters can be reduced. If a lower density is developed than the Cluster Use Area would otherwise permit, it shall be restricted upon final plan or final plat approval to the lower density.
- b. Low Density Residential shall not be increased in density intensity.
- c. Industrial lands cannot be reduced from light industrial to be used for retail, office, service, or other non-residential or residential uses without an NOPC.
- d. So long as the change in Cluster Use Areas is consistent with the criteria above, no additional DRI approvals shall be required for the conversion.

A Notice of Proposed Change shall be required, consistent with the requirements and thresholds of Section 380.06, Florida Statutes, before the maximum density/intensity within any Cluster Use Area is exceeded.

**6. Subsequent Development Order Approvals and Cluster Development.** As each cluster is proposed to be opened for development, the Applicant shall, at their sole discretion, but subject to approval by the Flagler County Board of County Commissioners, take one of the following approaches in developing the cluster:

- a. Request to designate the cluster as a specific zoning district classification as included in the LDC consistent with the Comprehensive Plan's Future Land Use designation for the DRI Property and the cluster use designated herein and by Revised Map H when applying for site plan approval (if the property is proposed to

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- remain undivided) or the platting process (if the property is proposed to be subdivided); or
- b. Follow the Planned Unit Development (PUD) approval process for the specific use permitted within the cluster. If the property is to remain undivided, the site plan approval process may be pursued. If the property is proposed to be subdivided, the platting process shall be followed; or
  - c. If only portions of the cluster are proposed to be developed or a phased approach to development of the cluster is desired, a master concept plan shall be prepared for the entire cluster and the specific portion of the cluster to be developed shall follow the development processes listed in a. or b. above.

In addition to these processes, applicable concurrency requirements within this DRI Development Order shall still apply, as well as stormwater and environmental permitting, building permits, applicable impact fees, and other applicable local, state, and federal regulations.

**Section III. Concurrency**

[Note: For purposes of the DRI Development Order's Concurrency obligations, the term "Developer" shall be utilized; however, in its context herein, "Developer" shall be synonymous with "Owner" and "Applicant" as previously referenced.]

1. **Education.** The Developer has previously prepared a deed for an approximately 45 acre school site on Airport Road to the Flagler County School Board, which has not yet been recorded and was returned to the Developer.
  - a. **Educational Facilities.** The Developer, the Flagler County School Board, and Flagler County have agreed to allow the Developer to pay the sum of \$3,000,000.00 ("School Concurrency and Capacity Proportionate Share Payment") to the Flagler County School Board to satisfy all of its capacity, mitigation and concurrency requirements for the development within the Hunter's Ridge DRI Property. In exchange for said School Concurrency and Capacity Proportionate Share Payment, the Developer shall receive the sum of \$2,000,000.00 ("School impact Fee Credits") in school impact fee credits from the

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Flagler County School Board and the balance of \$1,000,000.00 ("Donation") shall be a donation by the Developer. Such credits shall be automatically granted by the Flagler County School Board when payment is made in part or in full and such amounts shall be deposited in an impact fee credit account held by the Flagler County School Board that may be assigned by the Developer to third parties. One-third of any partial payments made by the Developer to the School Board shall be credited against the Donations and two-thirds of any partial payments made by the Developer to the School Board shall be deposited as an Impact Fee Credit. The entire sum of the School Concurrency and Capacity Proportionate Share Payment shall be due no later than 18 months from the date of the approval by the Flagler County Commission of the NOPC incorporating these changes and incorporated herein as Exhibit 7, attached hereto, the School Board Impact Fee Credit Agreement executed between the Flagler County School Board and the Developer. All prior conditions or requirements under this Article III shall be waived.

- b. Education Transportation. The previous Developer paid \$140,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to the Flagler County School Board to be used to purchase one (1) 80-passenger school bus.

**2. Fire Protection/Emergency Medical Services.**

- a. Site. The Developer has previously issued a deed for an approximately 6.21 acre site to Flagler County for the purpose of constructing a public safety facility. As of the date of the approval of this DRI D.O., Flagler County has not accepted and recorded the deed conveying this parcel. The Developer is hereby authorized to utilize this site as for residential property provided that the Developer conveys an alternative site consisting of a minimum of five (5) upland acres within the Regional Park or an alternate site with direct road access, said alternative site conditioned upon acceptance by the County. The deed for the parcel previously received shall be returned by the County to the Developer within sixty (60) days after receipt of a warranty deed from the Developer to the County conveying the alternative site parcel. The Developer shall be responsible for providing a warranty deed, paid taxes, and title insurance for this public safety site or any site subsequently conveyed. The Developer shall provide the property in an acceptable manner by the time periods set forth below. The location of the public safety site may be modified in the future by agreement between the Developer and Flagler County

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without the need for modification of this Development Order through a Notice of Proposed Change.

- b. **Site Preparation.** In addition to conveyance of the land for the public safety facility, the Developer, or a subsequent Municipal Service Taxing Unit ("MSTU") or Community Development District ("CDD"), shall provide the wetland mitigation and fill necessary to enable the public safety facility and appurtenant improvements to be permitted and constructed. This wetland mitigation and fill shall be done prior to the final platting or site plan approval of 750 residential units or 100,000 square feet of non-residential space, whichever shall occur first, and shall be at the sole expense of the Developer. Any site planning and/or architectural services and expenses related thereto that may be required, which are beyond the specific requirements of the Developer listed herein, shall be Flagler County's responsibility.
  
- c. **Public Safety Facility.** The Developer shall also, in addition to this conveyance of land, pay Flagler County the sum of Two Million Dollars (\$2,000,000) for the purpose of constructing a public safety facility on said property. The specification of the public safety building is planned as follows: the total square footage of the planned public safety building is 6,188 square feet, consisting of 3,500 square feet for three bays and 2,688 square feet of operations/living space. The bay area will be able to house up to five (5) vehicles/apparatus. The operations/living area will include office space, storage space, and individual gender-specific sleeping quarters for a minimum of six (6) firefighters, medical supply storage room, radio control room, decontamination room, kitchen, dining area, and living room. The bay area includes a decontamination area with eyewash, decontamination shower, and a sink basin. The bay area will also be outfitted with a vehicle exhaust extraction system. A generator, of sufficient size and capacity to power the entire building in the event of extended power outages, will additionally be provided. The public safety building will be built to the most recent codes and standards adopted by the State of Florida, which incorporate the International Code Council ("ICC") and National Fire Protection Association ("NFPA") standards. The building plans will include fire alarm and fire sprinklers throughout, accompanied by smoke and carbon monoxide detectors. Additional office square footage of not less than 400 s.f. and no more than 1,000 s.f. will be incorporated into the building plans to accommodate a future Sheriff's substation as part of a second phase. The building will also have energy efficiency standards built into the facility.

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The public safety building amount shall be provided by the Developer to the County in two payments: an initial payment of One Million Dollars (\$1,000,000) shall be made upon the issuance of building permits for 500 residential units or 125,000 square feet of non-residential space, whichever occurs first; and the second payment of One Million Dollars (\$1,000,000) shall be made upon the issuance of building permits for 1,000 residential units or 250,000 square feet of non-residential space, whichever occurs first. Prior to the final platting or site plan approval of 750 residential units or site plan approval of 175,000 square feet of non-residential space, whichever occurs first, the Developer shall either provide the initial payment to the County or provide a financial surety acceptable to the County guaranteeing the initial payment. Prior to the final platting or site plan approval of 1,250 residential units or site plan approval of 250,000 square feet of non-residential space, whichever occurs first, the Developer shall either provide the second payment to the County or provide a financial surety acceptable to the County guaranteeing the second payment.

- d. Ambulance. The previous Developer paid \$200,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to Flagler County for the purchase of an ambulance.
- e. Quick Attack Truck. The Developer shall pay Flagler County the sum of One Hundred Forty Thousand Dollars (\$140,000) for the purchase of a quick attack truck. Payment shall be due upon the issuance of 500 residential building permits, or the final platting or site plan approval of 1,000 residential units, or site plan approval of 100,000 square feet of non-residential space, whichever occurs first. In lieu of payment to Flagler County, the Developer may post a financial surety acceptable to the County guaranteeing funding for the quick attack truck upon the final platting or site plan approval of 750 residential units or site plan approval of 75,000 square feet of non-residential square footage, whichever occurs first.
- f. Fire Engine. The Developer shall pay Flagler County the sum of Six Hundred Thousand Dollars (\$600,000) for the purchase of a fire engine. Payment shall be due upon the issuance of 1,000 residential building permits, or the final platting or site plan approval of 1,500 residential units, or site plan approval of 250,000 square feet of non-residential space, whichever occurs first. In lieu of payment to the County, the Developer may post a financial surety acceptable to the County guaranteeing funding for the fire engine upon the final platting or site plan approval

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of 1,000 residential units or site plan approval of 175,000 square feet of non-residential square footage, whichever occurs first.

- g. Should Flagler County agree to alternative arrangements (including but not limited to contracts for service with adjacent governments and service providers), an alternate site, or alternate equipment to satisfy the public safety requirements of the Hunter's Ridge community, the election by Flagler County of these alternatives shall not cause modification of the DRI Development Order through an NOPC.
- 3. Law Enforcement.** The Developer shall be required to provide a combined public safety site as described above for the public safety needs of the DRI Property. To provide the minimum law enforcement capacity needed to serve the Flagler County portion of the DRI Property, the Developer shall provide the following in addition to providing a Sheriff's substation as part of the public safety building:
- a. The Developer shall pay Flagler County the sum of Ninety Thousand Dollars (\$90,000) for the purchase of up to three (3) Sheriff's Deputy patrol cars, to be provided as follows: the previous Developer paid \$30,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to the Flagler County Sheriff's Office for the purchase of a patrol car, with the sum of Thirty Thousand Dollars (\$30,000) for purchase of the second car provided to the Flagler County Sheriff's Office prior to the issuance of the 1,000th residential dwelling building permit. The Developer shall provide the Flagler County Sheriff's Office the sum of Thirty Thousand Dollars (\$30,000) for the purchase of a third car prior to the issuance of the 1,800th residential dwelling permit. In lieu of payment, the Developer may post a financial surety acceptable to the County guaranteeing funding for the third and final patrol car prior to issuance of permits for any development exceeding the issuance of the 1,800th residential dwelling permit. The amounts listed herein for purchase of these patrol cars shall increase by Five Hundred Dollars (\$500) per year or in accordance with the financial obligation decelerator/accelerator clause included under General Conditions, Section 6, whichever amount is greater.
- 4. Recreation and Open Space.** The Developer is hereby required to provide the following recreational amenities within the DRI Property: a Conservation/Regional Park Area (approximately 2,000 acres); the Open Space/Preservation Areas between the Development Clusters (approximately 700 acres); and a Government Use Area/Regional Park (approximately 45 acres), which will be used primarily for

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recreation, open space, and wetland/preservation mitigation. In addition to these recreation and open space acreages, facilities, and amenities, the Developer shall provide a minimum of 25 acres of neighborhood parks in five Recreation Areas and other recreational amenities, including an integrated trail system as described below, meeting the Flagler County Comprehensive Plan minimum requirements. The location of these five Recreation Areas is as set forth on Revised Map H (Exhibit 1). The neighborhood parks and recreational improvements to be provided by the Developer pursuant to this Development Order are further described as follows:

- a. Any of the five neighborhood parks shall be accessible to all the residential units within the Hunter's Ridge DRI whether located within Flagler or Volusia County; however, the parks may be universally controlled by the Developer, or a Master Property Owners Association or CDD, as applicable, to limit access to ensure that only the residents of Hunter's Ridge may use the facilities. The Developer, or Master Property Owners Association or CDD, as applicable, shall be ultimately responsible for maintenance of these park facilities and may, at its sole discretion develop rules for the use of these facilities, up to and including applicable user or maintenance fees assessed either on a user or parcel assessment basis. Nothing contained herein shall preclude the Developer or assigns from developing additional recreational amenities within a particular Recreation Area or subdivision that is exclusive to that Recreation Area or subdivision.
- b. The following specific, minimum improvements shall be constructed by the Developer within the Recreational Areas indicated below as part of any development occurring within the adjacent residential cluster(s):
  - 1) In Recreation Area A (5.08 acres), amenities will be developed as part of a private park within the gated Indigo community.
  - 2) In Recreation Area B (2.00 acres), a community park shall be developed consisting of a fenced in dog park and at least twelve (12) off-street parking spaces shall be provided.
  - 3) In Recreation Area C (5.11 acres), a community park shall be developed consisting of a minimum of horseshoes, picnic pavilion, a playground set with equipment occupying a minimum area of 500 s.f., and a single 4-swing combo standard/tot swing set or such other modern day play equipment. A residential

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access trailhead into the Conservation/Regional Park Area shall also be required. At least eighteen (18) off-street parking spaces shall be provided.

- 4) In Recreation Area D (6.30 acres), pickleball courts, a dog park, splash pad, playground set and picnic pavilion, a community center with pool and parking.
  - 5) In Recreation Area E (2.78 acres), a community park shall be developed consisting of a playground, picnic pavilion, dog park and parking.
  - 6) All such improvements shall be in a manner acceptable to the County. The County may at its sole discretion allow the modification of a particular improvement based on changes in recreational trends, resident preference (as expressed by action of the Master Property Owners Association or Community Development District), and unique alternative plans including, but not limited to, an age-restriction placed by the Developer upon a specific cluster or clusters with the DRI Property.
  - 7) The above-described recreational facilities/amenities shall be retained by the Developer or conveyed to the Master Property Owners Association, the Community Development District, or other County-approved entity upon completion of the improvements, said entity to also be responsible for the maintenance of such facilities/amenities. The Developer, the Master Property Owners Association, or the Community Development District shall maintain the parks in perpetuity for active recreational uses. Up to 100% of the recreation impact fees paid within the DRI Property shall be eligible for reimbursement to the Developer for the cost of installing these improvements, subject to verification of the actual cost of construction as determined by the County based on information including, at a minimum, any Engineer's estimates provided by the Developer and as-builts following completion of construction.
- c. Within the collector roadway right-of-way (located outside of an individual cluster) as shown on Revised Map H, with the exception of the essentially built-out sections of Hunter's Ridge within incorporated Ormond Beach in Volusia County and not including Airport Road from the Flagler County line to its intersection with State Road 40, the Developer shall construct a minimum 10-foot-wide multi-purpose trail (in lieu of traditional sidewalks located on both sides of collector roadways) on one side of the collector roadway to form an integrated backbone trail network of

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pedestrian, bicycle, rollerblade, and other non-motorized access throughout the development as part of each segment of collector roadway developed.

- 1) The multi-purpose trail may be constructed with a finished surface of asphalt or concrete and shall be handicapped-accessible in accordance with the Americans with Disabilities Act ("ADA"). Any bridge crossings, if required, may be made of an alternative material, with preference given to single-span systems.
  - 2) The multi-purpose trail shall interconnect with any subdivision trails included in any cluster and shall interconnect with the trail heads for the Conservation/Regional Park Area.
  - 3) Modifications such as parallel facilities to a roadway and similar modifications may be permitted by Flagler County in the design process so long as an integrated trail system minimizing conflict with motor vehicles operating within the roadway is achieved.
- d. Additional trail systems (in lieu of traditional sidewalks located on both sides of local streets) shall be required within each cluster that ties in with the overall backbone multi-use trail system described above. Generally, these additional trail systems shall be a minimum of eight (8) feet in width within the right-of-way and adjacent to one side of any local street (located within an individual cluster), if designed as a parallel facility. Design flexibility for non-residential areas and multifamily areas may be permitted by the County so long as the intended interconnectivity is achieved.
- e. From the Developed Area of the Hunter's Ridge DRI Property, the Developer shall provide a minimum of three (3) trail head locations, two (2) of which shall be designed primarily for the exclusive access of Hunter's Ridge residents. Flagler County shall provide a public trailhead location as described below within the Regional Park/Government Use Area parcel.
- 1) It is Flagler County's intent that the equestrian trail head located within the Flagler County Regional Park shall provide, at a minimum, off-street parking for fifteen (15) truck/trailers, plus ten (10) regular passenger car-sized parking spaces, restroom facilities, a corral area, and adequate watering/feeding

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facilities to accommodate horses. Further, it is Flagler County's intent that the equestrian trail head shall be generally open to the public, but maintained by the Developer, the Master Property Owners Association, or the Community Development District, as applicable, in perpetuity. The Developer, the Master Property Owners Association, or the Community Development District, as applicable, may at its discretion implement such user fees and assessments as it deems necessary to maintain the property, provided that said fees and assessments are consistent with applicable laws and regulations regarding the establishment and maintenance of such fees and assessments.

- 2) A trail head shall be erected from the community park in Cluster C. This trail head may be restricted to the residents of Hunter's Ridge only.
  - 3) The additional trail head as described shall be required within the development clusters, but may be provided in a location at the discretion of the Developer concurrent with the development within the respective cluster.
- 5. Regional Park.** The Developer issued a deed for an approximately 45 acre regional park site (also referred to as the approximately 45 acre Regional Park/Government Use Area parcel) to Flagler County for the purpose of constructing a trail head and other recreational amenities. The location is adjacent to the Conservation Area as shown on Revised Map H. The provision of the Regional Park was a condition of the original Development Order and shall remain in place. The Developer has conveyed the Regional Park to the County with paid taxes and title insurance for this site. The Regional Park site as depicted is fairly wet with just over ten (10) acres of developable upland. The Developer shall be responsible for ensuring that mitigation is provided for at least eighteen (18) developable acres of the property for regional park uses/development. Such mitigation may occur on site or off site as part of the Developer's master mitigation plan which was completed. The deeded property shall be removed from any Developer Environmental Resource Permit ("ERP"), other mitigation measures, or any other use by the Developer for permitting until such time as it is approved by Flagler County. Flagler County agrees to cooperate with the Developer in completing the conceptual permitting requirements of which this parcel is a part. Adjustments may be made to the site in the future by agreement between the Developer and Flagler County without the need for modification of this Development Order through a NOPC.

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**6. Golf Course.** The original Development Order required the Developer to construct an eighteen (18) hole golf course and clubhouse. As included in the original D.O., within five (5) years of the completion of the course it was required to be turned over to the County at no cost. This former condition – as proposed through this DRI Development Order – was waived through a Golf Course Settlement Agreement which was jointly created and developed by the Developer and County, and ultimately approved by the County.

a. The Developer and County agree to release, waive, and discharge the obligation of the Developer under the Golf Course Settlement Agreement in exchange for the initial payment of \$800,000.00, which was paid to the County, and the Developer or successors or assigns shall expend the sum of \$3,700,000.00 ("Recreation Obligation"), during the course of development, on various recreational amenities approved by the County, and said Recreation Obligation shall include but shall not be limited to any costs relating to said amenities for recreation, neighborhood or community parks and the land dedicated thereto, equipment, sports or recreational facilities, equestrian trails, water sports facilities, dedicated preservation or conservation areas, including any costs for maintenance, construction, design, engineering, planning, permitting and mitigation credits required for development of such amenities within the overall development and/or the Conservation Park Area. Such recreation amenities may include but shall not be limited to, interconnected walking or biking trails throughout the development, equestrian trails and arenas, parking areas, trailhead infrastructure, community or neighborhood parks, water activity amenities, water sports facilities, creation of water ways, pavilions, picnic areas, pickle ball courts, ball fields, tennis courts, kayak or non-motorized vessels or facilities, fishing docks, fish cleaning stations, fire pits, grill areas, picnic tables, fishing stations, benches, expansion of sidewalks to provide for golf cart travel, any electric charging stations or other similar or like recreational activities, as determined at the discretion of the Developer or successor or assigns and pre-approved by the County, provided however that such approval shall be deemed granted if the County does not deny the request within sixty days of its formal submission. The Developer or its successor or assigns shall provide the County with a report of the expenditures for such Recreation Obligation as part of the Biennial Monitoring Report commencing on March 1, 2023 and on March 1 each year thereafter. The valuation of amenities provided by the Developer or successor or assigns to satisfy the Recreation Obligation shall be based on actual cost as demonstrated through contract documents and shall be subject to independent review by the County. In lieu of contract documents, the

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Developer or successor or assigns may provide engineer estimates of cost for amenities and, as to the valuation of land, the Developer shall provide an opinion by a licensed and certified appraiser, all of which is subject to review by the County as to the reasonable sufficiency of the documentation, and such acceptance shall not be unreasonably withheld. The County may engage a review appraiser to validate the cost estimates submitted by the Developer under this paragraph.

- b. In accordance with the terms and conditions of the Conservation Park Agreement, recorded in the Official Records of Flagler County, Book 2203, Page 1444, the County has held Three Hundred Thousand Dollars (\$300,000) of the Initial Payment received by the Developer in escrow for at least three years. The County will use these funds: (i) to construct a hydrological restoration project within the Conservation/Regional Park Area or (ii) to enhance the Conservation Park Area at its sole discretion. The County shall control the expenditure of said funds and shall work with the Developer and the environmental agencies having jurisdiction over the development of the DRI Property to meet the intent of the conditions of the original D.O. and the Joint Stipulation that is also contained herein at Exhibit 6. Any hydrologic evaluation of the property shall not be eligible for any use of these funds; however, the design, specifications, and bid process, in addition to the construction, of any actual hydrological restoration improvements required shall be eligible for expenditure of these funds.

- 7. Water and Wastewater Utility Service.** Water and wastewater for the development will be provided by the City of Ormond Beach. In a letter dated March 24, 2010, from the City of Ormond Beach Public Works Department, the anticipated demand for water and wastewater services are 835,400 gallons per day ("gpd") and 757,900 gpd respectively. This analysis was based on an increase of 1,281 residential units and 229,940 square feet of non-residential use. Note: The proposed residential unit increase has since been reduced to 955 units and non-residential increase has also been reduced to 129,940 square feet within the Substantial Deviation Area.

In its analysis and based on the original proposed increase in residential unit and non-residential square footage entitlements, the City of Ormond Beach asserts that there is sufficient capacity for both water and wastewater facilities to service the development. Therefore, there is capacity to serve the development with the substantially fewer entitlements being sought. The County proposes the following

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standards to implement this DRI Development Order with regards to water and wastewater utility service provision:

- a. Development shall only be permitted concurrent with the provision of adequate central potable water and wastewater service meeting the adopted level of service in the Flagler County Comprehensive Plan. The City of Ormond Beach will provide central water and wastewater service to the entire Hunter's Ridge DRI.
- b. The Developer, its successor, or assigns (including sub-developers and individual lot owners at the time of building permit application), as applicable, shall pay all City of Ormond Beach Water and Wastewater Capacity/Impact Fees, and abide by the terms and conditions of the Ormond Beach Utility Regulations, including the required utility plan, as well as the Interlocal Agreement between Flagler County and the City of Ormond Beach as included herein (Exhibit 2).
- c. Any cluster use conversion beyond that permitted within this Development Order shall be based on potable water usage and the availability of potable water supply and related facilities.
- d. Any Ormond Beach water wells no longer in use or subsequently abandoned within the DRI Property shall be properly plugged in accordance with St. Johns River Water Management District ("District") rules and regulations. Any existing, active wells for which the District has issued a Consumptive Use Permit ("CUP") may continue to be used only in accordance with the respective CUP. Any change in use of the wells is subject to the requirements of the County's LDC and approval by the St. Johns River Water Management District including if necessary the issuance of an appropriate CUP.
- e. Multifamily residential units shall use submeters for potable water.
- f. Single-family residences and nonresidential units shall have separate meters for potable and irrigation/non-potable water.
- g. All DRI-related construction shall meet, at a minimum, Florida Water Star<sup>SM</sup> design standards.
- h. As part of every deed, the Deed Restrictions and Covenants shall require that only U.S. Environmental Protection Agency ("EPA") Water Sense®-labeled water-

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conserving fixtures or equivalent performing fixtures shall be installed in all residential structures and, as appropriate, in non-residential buildings and structures.

- i. Septic systems may only be used in connection with remote recreational amenities potentially located in the Conservation/Regional Park Area. Within two years of a central sewer system being installed within two hundred (200) feet of a temporary septic system, the septic system shall be removed and central sewer service shall be provided to the recreational amenity by the Developer.

**8. Stormwater Management.** The surface water management system for the DRI Property shall be designed in accordance with applicable District requirements and will provide for the effective removal of stormwater from the Development Area through a series of stormwater management facilities. The County proposes the following standards to implement this DRI Development Order with regards to stormwater management:

- a. A Community Development District ("CDD"), the Master Property Owners Association, or its functional equivalent shall maintain the drainage system upon completion development within each cluster within the DRI. The Developer will be responsible for the maintenance of the drainage system until the CDD, the Master Property Owners Association, or its functional equivalent receives fee interest in the drainage system as part of any final plat or site development plan approval.
- b. Development within the DRI Property shall use Best Management Practices ("BMPs") for erosion control as required by the applicable National Pollution Discharge Elimination System ("NPDES") permit.
- c. Construction activity within the Hunter's Ridge DRI shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the NPDES permitting program.
- d. Drainage from stormwater ponds will meet all Class III surface water quality standards.
- e. All work performed within and for the Hunter's Ridge DRI is to comply with Florida Department of Environmental Protection ("FDEP") Non-Point Source and Water Quality Standards.

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- f. In addition to any other stormwater requirements, the DRI Property's stormwater management system shall be designed as a stormwater reuse system rather than a conventionally designed system, shall be additionally required to meet pre- and post-condition minimum treatment standards and requirements, and to maximize the amount of surface water that will be available for irrigation needs throughout the development.
- 9. Solid Waste.** Development of the Hunter's Ridge DRI Property shall occur concurrent with provisions of adequate solid waste service meeting the adopted level of service as included in Flagler County's Comprehensive Plan. The Hunter's Ridge DRI shall be required to participate in any current or subsequently adopted Flagler County recycling program. The County proposes the following standards to implement this DRI Development Order with regards to solid waste service provision:
- a. Development within the Hunter's Ridge DRI or individual phases shall not occur until adequate permitted capacity is verified from Volusia County (as Flagler County's identified service provider) or successor.
  - b. Recycling shall be mandatory for all single family residential dwelling units and other residential dwelling units that Flagler County determines is capable of participating in the current recycling program. Recycling shall be integrated throughout all non-single family residential development and non-residential development and in accordance with any future County recycling program modifications.
- 10. Transportation.** For transportation purposes, the Developer has entered into a Proportionate Share Agreement with FDOT which addresses all impacts through build out, a copy of which is attached hereto and incorporated herein as Exhibit 5. Accordingly, all transportation trips shall be vested so long as the Proportionate Share Obligations therein are fully satisfied or performed or in the alternative, an extension of such obligations is requested due to economic circumstances and approved by FDOT.

Pursuant to Section 163.3180(12), Florida Statutes, the Developer shall mitigate the impacts of the Hunter's Ridge DRI to the regional transportation system using proportionate share contributions, as described herein. Additionally, these contributions are deemed sufficient to pay for and construct required improvements

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which will benefit regionally-significant transportation facilities and meet proportionate share contribution requirements as set forth in Section 163.3180(12), Florida Statutes, as authorized by this D.O. and as authorized by the Comprehensive Plan Future Land Use Map amendment adopted by Flagler County simultaneously with this D.O. In addition to the foregoing, the County proposes the following standards to implement this DRI Development Order with regards to transportation:

- a. **FDOT Proportionate Share Contribution Improvements.** The Developer has entered into an Amended and Restated Proportionate Share Agreement (PSA) with FDOT to mitigate its impacts to the state highway system. The Amended and Restated FDOT PSA is attached as an Exhibit 5 to this Development Order. Satisfaction of the FDOT PSA by the Developer shall be considered to fully mitigate the DRI's impacts to the State Highway System
- b. **Volusia County Proportionate Share Contribution Transportation Phases 1, 2, and 3 Improvements for Build Out of Development.** This Development Order provides for a mitigation plan on State and local government regional roadways for impacts for the Hunter's Ridge DRI. This mitigation plan is the result of several meetings and discussions with Volusia County and City of Ormond Beach staff to adequately address impacts from project traffic on the County roadway system, with the project impacts ultimately to be mitigated through widening of Hand Avenue. Developer shall either pay for or construct the following transportation improvements (excluding right of way acquisition costs which are solely the responsibility of Volusia County) or, alternatively, pay the proportionate fair share amount of \$3,131,983.10 ("Volusia Proportionate Share Payment") or such amount determined by Volusia County on a pay as you go basis with impact fees being collected for Volusia County upon the issuance of any building permit for each platted lot and applied to the Proportionate Share Payment amount due to Volusia County which Flagler County is presently collecting and submitting as an impact fee to Volusia County for allocation against the Proportionate Share Payment.
- c. **Transportation Concurrency/Mitigation for future Phases.** The mitigation plan adopted as part of this D.O. addresses all phases of development under the Hunter's Ridge DRI. The Developer has conducted a monitoring/modeling program ("M&M") for buildout, and this program did ascertain the Level of Service (LOS) on facilities where The Hunter's Ridge DRI is estimated to contribute an

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amount of traffic greater than or equal to 5 percent of the adopted LOS service volume. The methodology of the monitoring/modeling program was agreed upon by Flagler County, Volusia County the FDOT, and the Developer. The depth of each monitoring and modeling effort was similar to that required within an ADA and was consistent with the requirements of the Flagler County Concurrency Management Systems as it relates to facilities within that jurisdiction. Empirical data was collected for the monitoring and modeling program on facilities where it is estimated that the project contributes an amount of traffic greater than or equal to five percent (5%) of the adopted LOS maximum service volume. A full buildout analysis was included in each M&M.

The analyzed facilities included signalized intersections and link analyses of collector and higher classified roadways, interchange ramps and transit service/facilities.

- d. The Developer has provided modeling and monitoring studies to be submitted to FDOT District 5 Urban Office, Volusia County, and Flagler County. These modeling and monitoring studies have identified the traffic impacts from all phases of the project. Should the Developer not be able to establish a proportionate share agreement with FDOT and Volusia County as the development progresses, the Developer may pursue a formal amendment of the D.O. through the NOPC process with all applicable rights and processes.
- e. Transportation Impact Fees. The Developer was obligated by the original Development Order to pay both an assessment fee equal to the Volusia County Transportation Impact Fee throughout the development and, in addition, pay Flagler County Transportation Impact fees – to the extent such fees are levied and collected from the Developer – within the Flagler County portion of the Hunter's Ridge DRI. Together this extraordinary burden of payment of dual transportation impact fees by the end users of the DRI should be financially sufficient to mitigate for any transportation-related impacts created by the development, with any deficiency made up directly by the Developer.
  - 1) To that end, a separate agreement(s) between the Developer and Volusia County shall be entered into to provide for the collection of the Volusia County fee. Said agreement(s) shall address the application of credit provided for collected assessment fees – to the extent such fees are levied and collected

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from the Developer – equal to the Volusia County Transportation Impact Fee. The agreement(s) shall address potential credit regarding proposed transportation mitigation, collection or disbursement of assessment fees by Volusia County equal to the Volusia County Transportation Impact Fee, and issuance of credit for such fees. Should an interlocal agreement be determined to be necessary between Volusia County and Flagler County to accomplish this arrangement, Flagler County agrees to pursue the completion of this interlocal agreement utilizing its staff as the primary lead in the development of such agreement. Upon satisfaction of the Volusia Proportionate Share Obligation owed to Volusia County by the Developer or by periodic impact fee payments from development, the overly burdensome imposition of a dual impact fee collection shall immediately terminate. Thereafter Volusia County shall no longer collect its equivalent impact fee and the Developer shall only be required to pay Flagler County impact fees which shall be remitted quarterly by Flagler County to the FDOT and applied against any sums owed by Developer for the Amended and Restated FDOT Proportionate Share Payment as set forth in Exhibit 5. Upon final payment for the Amended and Restated FDOT Proportionate Share Obligations, Flagler County shall continue to retain a Flagler County impact fee for the project.

- 2) Likewise, the Flagler County Transportation Impact Fees collected shall be credited against any FDOT-requested improvements constructed by the Developer as proportionate share improvements or as payments towards any fair share contribution consistent with Flagler County's applicable ordinances or State Statutes. If the Developer constructs an FDOT improvement, the monies previously paid as impact fees to Flagler County shall be reimbursed or otherwise credited to the Developer by Flagler County. Flagler County may also pay fair share contributions directly to FDOT for impacts to State roadways from any Flagler County impact fees collected from the project and, if such payment by Flagler County to FDOT should occur, such payment shall be credited by FDOT as if paid by the Developer in accordance with any Proportionate Share Agreement between the Developer and FDOT. If any portion of the proportionate share is paid in advance of the receipt of Flagler County transportation impact fees to pay such proportionate share amount, then the amount of payment shall be repaid quarterly back to the Developer as transportation impact fees are received from the DRI Property. Any transportation impact fees received in excess of the amount needed to satisfy

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the proportionate share amount shall be credited towards the Developer for any outstanding proportionate share amounts/transportation improvements needed for Volusia County and then shall be repaid to the Developer. Should an interlocal agreement be determined to be necessary between FDOT and Flagler County to accomplish this arrangement, Flagler County agrees to pursue the completion of this interlocal agreement utilizing its staff as the primary lead in the development of such agreement.

- 3) Developer shall receive impact fee credits for payments made directly to FDOT for FDOT Proportionate Share Payments in the amount of \$4,609,805.00 when paid. Developer shall also receive impact fee credits for any payments made to Volusia County for Volusia Proportionate Share Payments of approximately \$3,131,983.00 or for such amounts as actually paid. Flagler County shall establish a traceable and assignable account for the impact fee credits for this Developer under the Hunter's Ridge DRI for all impact fees paid. Unless specifically assigned by the Developer, only the Developer and its successors and/or assigns are entitled to any and all impact fee credits for any project under the DRI which is of a kind or nature to be reimbursed by impact fees. These impact fee credits shall not be assignable to anyone other than an individual or entity designated in a writing signed by the Developer, US Capital Alliance, LLC. These impact fee credits may be assigned by the Developer for any other development within Flagler County, Florida, but shall be limited to any geographically-designated district within which the impact fee credits would coincide with their collection and expenditure provided that such districts are established by the County.

**11. Phase 1A Satisfaction of Concurrency Obligations.** Specific to development of Phase 1A within the Hunter's Ridge DRI Property, satisfaction by the Developer of the concurrency obligations included above under Section III. at subsections 1.b. Education Transportation (initial \$140,000 payment), 2.d. Ambulance (\$200,000), 3.a. Law Enforcement (initial \$30,000 payment), and 6. Golf Course (initial \$800,000 payment) shall render Phase 1A in its entirety as vested with no further DRI-related obligations required of the Developer, its successor, or assigns, provided, however, that all other land development regulations apply including, but not limited to, permitting and impact fee requirements. The failure of the Developer to comply with any other DRI-related obligations as contained herein or as modified in the future, shall not be a basis or justification for the refusal to issuance a building permit,

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certificate of occupancy or any other necessary permit for the construction and occupancy of any dwelling or structure allowed in Phase 1A as long as the above identified payments are made to Flagler County. The obligations herein have been satisfied by the Developer.

**12. Status of Plum Creek Timberlands, L.P., Parcel.** At the election of Plum Creek Timberlands, L.P. ("Plum Creek"), the Developer's original Application for Development Approval submitted on August 31, 2009 was amended by letter dated June 11, 2010 to remove the Plum Creek parcel containing approximately 20.27 acres from consideration under the terms and conditions of this Development Order. Accordingly, the Plum Creek parcel may be developed in accordance with the original Development Order as amended prior hereto, with the existing designation of "Park of Commerce" and subject to the phasing schedule set forth in Exhibit "F" of Flagler County Resolution 2003-208. Under the Park of Commerce designation, the Plum Creek parcel may be developed with up to 179,162 square feet of commercial/industrial park development which may include industrial, office, commercial or related uses in accordance with Section 3.03.18.B of the Flagler County Land Development Code. Development of the Plum Creek parcel shall be subject to all requirements of the Flagler County Land Development Code and Comprehensive Plan, including submittal and approval of a Planned Unit Development ("PUD") development agreement and site plan to fully implement the PUD zoning as originally established within the DRI. Land development and building permits may be issued only after the PUD process has been concluded, subdivision platting is complete, and any applicable PUD and DRI-related requirements have been satisfied. Demonstration of satisfaction of concurrency is required prior to final platting or permit issuance, including the payment of permit and impact fees, as applicable.

**Section IV. Special Conditions**

**1. Historical and Archaeological Resources.** Should any regionally significant historical and archaeological resources be discovered in the course of development, the Developer shall immediately notify the State of Florida Division of Historic Resources ("DHR") and Flagler County Growth Management, to be immediately followed up by a certified letter to both agencies as official notification of the discovery. No further disruption of the site shall be permitted until the investigation is complete,

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the Division has rendered a recommendation, and a mitigation plan has been agreed upon by the Developer, the County, and the DHR.

- 2. Floodplains.** In the event that revised Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRM") show that portions of the project that are proposed for development are within a floodplain, then all construction within the 100-Year Floodplain shall comply with applicable Federal, State, and local laws and regulations. No permits for residential, commercial, or public buildings will be issued for construction within any portion of the 100-Year Floodplain where the base flood elevation has not been established until the Developer has provided to Flagler County data on the site-specific base flood elevation ("BFE"). All road centerline elevations and finished floor elevations ("FFE") of buildings within the 100-Year Floodplain shall comply with the Flagler County Land Development Code.
- 3. Water Quality Monitoring.** By January 1, 2012, the Developer shall develop and secure Florida Department of Environmental Protection ("FDEP") approval of a Surface Water Quality Monitoring Plan to include water quality monitoring stations. This plan will include water quality monitoring stations also approved by the FDEP.

  - a. If the Surface Water Quality Monitoring Program identifies variations in water quality of receiving waters from established background water quality attributable to discharges from the DRI, the Developer shall cooperate with FDEP to develop and implement a plan to address the problem. The actions required to address the problem, including the means of payment by the Developer for the costs of such plan and actions required, and the timeframe within which to implement the corrective action shall be agreed upon by the FDEP, Flagler County, and the Developer. Failure to implement the agreed upon plan of action within the established timeframe will be a violation of this Special Condition.
  - b. Further development within Hunter's Ridge may proceed only after the Developer secures approval of an Environmental Resource Permit ("ERP") that demonstrates no adverse impact to adjacent properties and floodplains.
  - c. A summary of the water quality monitoring results shall be included in the biennial report.
- 4. Native Vegetation and Wildlife.** The Applicant shall develop the project and conduct such construction activities as approved by the County's Growth Management

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Department in a manner to maximize protection of natural vegetation, wetland areas, and wildlife on the project site.

- a. To minimize dependence on ground irrigation and to promote retention of wildlife habitat, native vegetation shall be utilized in landscaping to the maximum extent practicable. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state to the greatest extent practicable.
- b. Wildlife crossings will be incorporated within the Hunter's Ridge DRI to provide for wildlife travel from and to offsite natural areas. During project permitting, consultation with the St. Johns River Water Management District ("District") and the Florida Fish and Wildlife Conservation Commission ("FFWCC") will refine the type of crossings (i.e., at-grade, underpass, etc.) that will be used. Crossings will be strategically located to minimize impacts to wildlife resources. No perimeter fencing may be erected within conservation areas that would hinder the ability of wildlife to traverse the wildlife corridor. When the location, number, and type of crossings have been finalized, the Developer will provide a location map of wildlife corridors and crossings to Flagler County and the NEFRC.
- c. For the Developed Area on Revised Map H, the Developer shall follow the published Guidelines adopted by the FFWCC for any species located or observed in the Developed Area of the DRI Property through buildout and shall consult with the FFWCC and the County as to implementation of a habitat management plan for any species located or observed on the Developed Area Property, if warranted. Any habitat management plan shall be approved by the FFWCC and Flagler County prior to implementation and shall be consistent with the Flagler County Comprehensive Plan and LDC. Flagler County, the City of Ormond Beach, and the District shall be responsible for protection of said species as owners of the respective portion of the Conservation/Regional Park Area in each entity's ownership.
- d. Site development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such endangered, threatened, or species of special concern be determined to be residing on, or be otherwise significantly dependent upon, the project site, the Developer shall cease all development

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activities and immediately notify both the FFWCC and the United States Fish and Wildlife Service ("FWS"). Proper protection and habitat management, to the satisfaction of both agencies, shall be provided by the Developer. "Harming" and "harassment" as used in this Special Condition shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

- e. Prior to the development of any cluster or portion thereof or roadway outside of a cluster within the Hunter's Ridge DRI Property, the Developer shall obtain any applicable approvals from the FFWCC and Flagler County for any impacts to Gopher Tortoise Habitat. Any required mitigation shall be provided prior to any project impacts, recognizing that Flagler County does not permit the issuance of gopher tortoise "take" permits.

**5. Air Quality.** The following dust control measures shall be required during all construction within the Hunter's Ridge DRI Property:

- a. Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;
- b. Contractors will use mulch, liquid resinous adhesives with hydro-seeding, or sod on all landscape areas;
- c. Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion;
- d. Contractors will use the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators if required by the Division of Forestry or Flagler County Fire Department; and
- e. All other construction best management activities as required by Flagler County.

**6. Landscaping and Irrigation.** All landscaping and irrigation in Flagler County shall be designed, permitted, installed, and maintained in accordance with the following conditions:

- a. A distribution system for non-potable water (i.e., stormwater, surface water, and reclaimed water) shall be installed throughout the entire project area concurrent with development of the project for all land uses within the project (i.e., residential

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and non-residential). The non-potable distribution system shall be developed in parallel to the potable water system and maintained for utilization when sufficient quantities of stormwater, surface water, or reclaimed water are available for irrigation. Irrigation systems installed in the Development Area shall be designed to accept non-potable water.

- b. All available lower-quality sources of water, including stormwater, surface water, and reclaimed water, must be distributed for use or used throughout the project in place of higher-quality water sources, when deemed feasible, and pursuant to District rules and applicable State law. Stormwater, surface water, and reclaimed water shall be maximized as non-potable water sources for irrigation.
- c. A water-wise approach shall be used throughout the landscaped areas of the Development Area. Irrigated turf grass shall not exceed 60% of the landscaped area (except for active play areas and parks) and site-appropriate plant species shall be used in landscaped areas. Landscaped area is defined as any pervious area within the proposed Development Area that will be altered due to the development, exclusive of pervious areas within wetlands, wetland buffers, and vegetative buffers between land uses, stormwater systems, and required preservation areas. The Developer shall refer to the District's *Waterwise Florida Landscapes* or other comparable guides.
- d. Best management practices cited by the University of Florida in the Institute of Food and Agricultural Sciences' *A Guide to Florida-Friendly Landscaping* shall be followed for landscape installation, irrigation, and fertilizer and pesticide applications. These best management practices include:
  - 1) Landscape design that minimizes the impacts of fertilizer applications
  - 2) Preferred plant materials
  - 3) Selection of the appropriate type of fertilizer to avoid the release of excess nutrients
  - 4) Rate and frequency of fertilizer and pesticide applications
  - 5) Watering schedules consistent with the District's landscape irrigation rule

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- 6) Design and maintenance of drainage control systems
  - e. Separate irrigation zones shall be required for turf and non-turf areas throughout all land uses (residential and non-residential) to avoid irrigation of landscaped beds when irrigating the turf zone(s). Landscaped beds shall not be irrigated using high-volume irrigation systems. All irrigation systems shall use a rain shutoff device, such as a rain sensor or soil moisture sensor, in accordance with Florida Statutes to override unnecessary irrigation events.
  
- 7. **Conservation/Regional Park Area.** The previous Developer conveyed the lands enumerated (alternatively referenced as the "Conservation Lands") in the Joint Stipulation dated December 6, 1990 (which is attached and incorporated herein as Exhibit 6) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the former Developer, the Florida-Georgia Venture Group, in a manner consistent with said Joint Stipulation. As shown on Revised Map H, this Area consists of approximately 1,976 acres. Developer has entered into a Conservation Park Agreement and Conservation Easement which establishes mitigation credits in favor of the Developer as well as duties and obligations of the Developer within the Conservation Park.
  - a. The terms and conditions of the Joint Stipulation shall remain in effect unless otherwise agreed to be modified by the parties.
  
  - b. The regionally significant passive park (also referenced as the "Government Use Area") will be on property conveyed to Flagler County. The passive uses proposed shall include, but not be limited to, pedestrian trails, bike paths, equestrian trails, educational platforms, observation towers, canoeing, fishing, and similar uses, and be subject to District and U.S. Army Corps of Engineers ("ACOE") approval. A portion of the payments provided to Flagler County as part of the Golf Course Settlement Agreement shall be used for the provision of these amenities. Management and maintenance of the passive park shall be by Flagler County. The Developer will continue to utilize the Conservation/Regional Park Area as its source for wetland mitigation credits required for any wetland impacts.
  
  - c. Hunting rights, equestrian rights, and silviculture rights retained by the Developer under the Joint Settlement within the Conservation/Regional Park Area have been assigned to Flagler County in exchange for other County concessions as provided for herein. The Developer has executed an assignment of such rights to the

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County on its behalf, its assigns and its successors in interest. Such rights previously retained by the Developer, assigns, successors, and heirs, shall thereafter be considered terminated. It shall be the intent of the County as part of the passive regional park to have and allow equestrian activities. Hunting rights shall be used by the County and its assigns/designees only for nuisance species management and silviculture (timber rights) shall be utilized as necessary as part an overall land management plan to be developed together jointly with the Developer.

- d. To the extent allowable by the District and the County, and as permitted by applicable environmental agencies having jurisdiction over the project, the Developer shall at its own expense be permitted to undertake certain environmental restoration activities necessary to re-establish a more natural hydroperiod on the Conservation/Regional Park Area as provided for in the Joint Settlement. The objective of this restoration shall be the elimination of drainage provided by various ditches that have been constructed through the Conservation/Regional Park Area. This program may involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current over-drainage of the area is reversed. At no time will restoration activities be undertaken that may cause the flooding of adjacent properties. This plan shall be subject to any final permitting by the agencies having jurisdiction over the project and generally may include:
- 1) The plugging or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;
  - 2) Creation of openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;
  - 3) Installation of water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod; and
  - 4) Backfilling the ditch in potential combination with other measures listed herein.
- e. The Developer shall continue to be entitled to claim "Wetland Mitigation Credits" within the Conservation/Regional Park Area in order to offset any mitigation

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requirements arising from the construction of the Hunter's Ridge DRI, as allowed and permitted through applicable State and Federal regulatory agencies. Any enhancement activities desired by the Developer to increase credit yield shall be the financial responsibility of the Developer and shall be approved by the applicable property owners provided for herein (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District).

- f. No Environmental Resource Permit ("ERP"), deed restriction, conservation easement, or other property encumbrance shall be permitted to be approved or recorded over the Conservation/Regional Park Area property unless approved in writing by any future owner for the particular property affected (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District, hereafter collectively referred to as the "Future Owners"). Any such recording shall be deemed invalid and a violation of the Joint Stipulation and this Development Order. A copy of this Development Order shall be provided by the Developer as part of any subsequent application to any permitting agency for the DRI Property, including pending applications at the time of adoption of this Development Order.
- 1) The Developer shall not be entitled to submit or record any restriction on the property that violates a Future Owners' right to utilize the Conservation/Regional Park Area for the uses provided for in the Joint Stipulation unless approved by the Future Owners of the portion of the Conservation/Regional Park Area affected.
  - 2) The Forty Grade and existing jeep trails connecting to the Forty Grade shall be required to remain open as an access road for emergency vehicles, as an emergency exit route, for land management, as potential equestrian trails, and other potential passive recreation uses as permitted, unless agreed to be closed by the Future Owners.
  - 3) A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durance Lane, shall be provided to Flagler County in a form acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first. This requirement has been satisfied.

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- 4) The Developer shall, prior to conveyance to the Future Owners, terminate all carbon credit agreements affecting or encumbering any portion of the Conservation/Regional Park Area. This requirement has been satisfied.
  - g. Should the St. Johns River Water Management District decline the acceptance of joint ownership of the Conservation/Regional Park Area as provided for in the Joint Stipulation, the County will accept the entire ownership of the portion of the Conservation/Regional Park Area located within the DRI Property.
  - h. **Mineral Rights.** Developer has acquired the mineral rights for the Conservation Park area on behalf of the County and shall be permitted to apply to enhance its mitigation credits under the Conservation Park Agreement with St. Johns River Water Management and/or ACOE or DEP, and the County will authorize such permit application and cooperate with Developer to obtain such enhanced mitigation credits. The County agrees to modify the Conservation Park Agreement to reflect the additional mitigation credits granted to Developer under such permit modifications.
  - i. **Mitigation Credits.** Subject to the applicable permitting requirements, the Developer shall be able to sell mitigation credits under the Conservation Park Agreement outside of the development – with preference given to developments within Flagler County – to third party developers. The Conservation Park Agreement shall be modified to allow such assignments of the mitigation credits.
- 8. Emergency Management Preparedness.** Due to the isolated nature of the DRI Property from Flagler County emergency responders and in order to minimize emergency situations in general, the Developer shall be required to comply with the following conditions to minimize exposure to larger catastrophes such as hurricanes and wildfires as follows:
- a. If a school is constructed within the Development Area by either the School Board or the Developer, it should be designed as a public shelter and be sufficient to accommodate "shadow evacuation." If the School Board ultimately elects not to develop a public school facility, the Developer shall obligate that any other future school facility provide a public shelter as a deed restriction, in a form acceptable to the County. The County in its sole discretion may waive this condition without a formal amendment of this D.O. through an NOPC.

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- b. Prior to the issuance of the 1,800th residential dwelling permit, at least one community center shall be constructed to act as a community shelter capable of accommodating a minimum of 100 people in the event of a storm. The Developer shall obligate a Master Property Owners Association or CDD if approved to fund and operate the storm shelter. The Developer may, at its sole option and discretion, elect to provide alternative measures to meet this community shelter requirement, including the retrofitting of an existing community center elsewhere within the Hunter's Ridge DRI to accommodate this shelter requirement. Additionally, the Developer may accommodate in whole or in part the minimum shelter space in multiple facilities throughout Hunter's Ridge provided, however, that each shelter meets the minimum requirements of Red Cross for use as an emergency shelter.
  - c. All the property within the Development Area shall be required to meet Fire Wise standards or any successor program. The Developer shall list this as an obligation and responsibility of the Master Property Owners Association or CDD and for any individual homeowner associations.
  - d. The Developer shall list as an obligation and responsibility of the Master Property Owners Association or CDD to form a "CERT" team for the DRI. CERT shall mean a volunteer "Certified Emergency Response Team" or a successor program that plans and prepares for emergency events within the DRI Property.
- 9. Affordable Housing.** Five percent (5%) of the total residential dwelling units shall be classified as "workforce housing" units (as hereinafter defined) within the DRI Property. "Workforce housing" is defined as housing that is "affordable" to a household earning up to 140% of the area median income as defined by the Department of Housing and Urban Development ("HUD"), as updated and published annually in the Federal Register for Flagler County. "Affordable" means that monthly mortgage payments (including taxes and insurance) or monthly rent (including utilities) shall not exceed 30% of gross household income for income-eligible households. Workforce housing shall be subject to a deed restriction for a period of not less than fifteen (15) years, with Flagler County named as a third party beneficiary. This deed restriction language shall be approved by Flagler County.
- 10. Wetland Conservation and Wetland Impacts within the Development Area.** Jurisdictional wetlands within areas depicted on Revised Map H within the

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Development Area (non-cross hatched) as Preservation shall be preserved except as permitted by the District. Logging and other similar silvicultural operations within wetland areas located within the Development Area shall terminate upon the execution of the Development Order, except for activities associated with permitted borrow pits, permitted wetland creation, restoration or enhancement projects, and/or public safety/fire prevention measures.

- a. The wetlands to be conserved within the Development Area shall be protected by recordation of conservation easements prior to or at the time of final platting of adjacent upland areas in accordance with the terms of the applicable Environmental Resource Permit ("ERP") issued by the District. No logging or other similar silvicultural operations shall be conducted within the wetland areas to be conserved or within the required upland buffers areas adjacent to the wetlands to be conserved except for environmental enhancement activities approved by the District for mitigation purposes. Mitigation for proposed wetland impacts shall be subject to approval by the District and the United States Army Corps of Engineers ("ACOE").
- b. Wetland mitigation within the Development Area will include wetland and upland preservation and may include wetland restoration, enhancement, and creation and upland buffer enhancement as part of the mitigation plan under the District and ACOE permits. The exact boundaries of wetland areas to be conserved shall be determined in connection with wetland permitting by the District and ACOE. The limits of conserved wetlands shall be delineated on engineering plans submitted for approval by Flagler County. All engineering plans submitted to Flagler County for approval shall be consistent with the requirements of applicable permits issued by the District and other applicable State and Federal agencies, if any.
- c. The Developer shall record the required conservation easements within the Development Area meeting the requirements of Section 704.06, Florida Statutes, to protect the conserved wetlands and upland buffers on site. The conservation easements shall be dedicated to the District or the Florida Department of Environmental Protection ("FDEP"), subject to acceptance by the District or FDEP. Within the Development Area, the majority of the contiguous forested and higher-quality isolated wetland systems of regional ecological value will be preserved and protected by a perpetual conservation easement.

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- d. Conservation easements and the portions of the recorded covenants and restrictions that relate to preservation of wetlands and upland buffers shall be enforceable by the Developer, the Master Property Owners Association, the District, FDEP, and Flagler County. The covenants and restrictions or conservation easements shall not permit variances from the minimum standards set forth in this Development Order. Such conservation easements shall be recorded upon through final platting containing the wetlands or undisturbed upland buffer areas as adjoining clusters are developed.
  - e. The Developer shall comply with the St. Johns River Water Management District's minimum buffer standards or the County's Flagler County Comprehensive Plan and Land Development Code, whichever is more restrictive.
- 11. Energy.** As part of every deed, the deed restrictions and covenants shall require that only U.S. Department of Energy and U.S. Environmental Protection Agency ENERGY STAR-labeled appliances or equivalent performing appliances shall be installed in all residential structures and, as appropriate, in non-residential buildings and structures.
- 12. Other Former Obligations.** The Developer, as part of the original Development Order, was required to perform certain commitments/obligations related to land, monetary contributions, and construction of amenities, the majority of which are local in nature specifically affecting Flagler County. Throughout this Development Order these commitments/obligations have been retained, eliminated, modified, increased, and decreased, as necessary, through mutual agreement between the Developer and the County, due to changing needs and circumstances and partially based on the requested increases. Below are the former obligations/commitments that are not modified elsewhere within this Development Order so that they may be brought to resolution below:
- a. The dedicated library property deed previously issued to the County and held by the County shall be returned by the County to the Developer within sixty (60) days.
  - b. In lieu of the recreation improvements as proposed herein, the payment formerly required at a maximum cost to the Applicant of \$50,000: \$16,667 due when initial 100 dwelling units are completed in Flagler County; \$16,667 when the next 100 dwelling units are completed in Flagler County; and balance due when the next 100 dwelling units (300 total) are completed in Flagler County, is hereby waived.

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- c. In lieu of the public safety improvements proposed herein, the communication center and payment formerly required at a cost to the Applicant of \$50,000 required prior to issuance of any building certificates of occupancy in Flagler County is hereby waived.
- d. The requirement to provide a book mobile is hereby waived.

**13. Public Roads and Maintenance.** In the original Development Order, all roads were proposed to be public roads under Flagler County maintenance and funded through an MSTU. The Developer has previously issued a deed to Flagler County for an approximately 22.5 acre site for use as a County maintenance and utility site: this deed was not recorded and the parcel has been replanned for development as a residential cluster. In lieu of the original Development Order's requirement that the Developer dedicate a site and erect a County maintenance building, the Developer, its successor, or assigns, through adoption of this Development Order shall maintain all roads as private roads, but with perpetual, non-exclusive public access, within the Development Area in Flagler County as shown on Revised Map H.

**14. Transit.** In the event that public transit service is provided to the Hunter's Ridge DRI, transit passenger shelters and transit bays shall be constructed by the Developer where necessary to facilitate transit services. These facilities shall be constructed within the right-of-way of the applicable roadways and may be eligible for transportation impact fee credit as part of any transportation mitigation plan.

**Section V. General Conditions**

- 1. Reliance Upon Application for Development Approval.** The Application was approved in accordance with the information, plans and commitments contained in the Hunter's Ridge DRI NOPC Application for Development Approval dated July 12, 2022 to include any amendments and sufficiency reviews thereto, together with the Hunter's Ridge DRI Master Plan (Revised Map H, attached as Exhibit 1), all of which are incorporated by reference.
- 2. Conflict with Application Submittal.** To the extent of any conflict with the Application for Development Approval submittal and the express terms and conditions of this Development Order, the terms and conditions of this Development Order shall govern.

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- 3. Conflict with Existing Agreements.** To the extent of any conflict with existing recorded agreements and the express terms and conditions of this Development Order, the terms and conditions of this Development Order shall govern.
- 4. Effective Date.** This Resolution and Development Order shall take effect upon adoption.
- 5. Monitoring Official.** The County Administrator shall be the monitoring official, through the Director of Planning of the Flagler County Planning and Zoning Department, or other Administrator designee so designated in the future, as the local official responsible for monitoring the development for compliance by the Developer with this Development Order.
- 6. Downzoning Protection.** In accordance with Section 380.06, Florida Statutes, the Hunter's Ridge DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before November 30, 2037, unless the Developer consents to such change or unless Flagler County demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicant or unless the change is clearly established by Flagler County to be essential to the public health, safety, or welfare. This section shall not preclude the County from setting density/intensity limits and height limits as part of any final platting or site plan approval for each cluster or portion thereof. This action shall be based on the specific development proposal presented by the Developer showing under-utilization of the density/intensity and/or height for the proposed cluster buildout, consistent with Tables 1 and 2 herein. The County's intent is to protect future property owners from the greater intensity/density and/or height as the clusters or portions thereof are sold off for development.
- 7. Financial Obligation Decelerator/Accelerator Clause.** All financial obligations listed within the Development Order as a fixed dollar amount (e.g., provision of fire apparatus) to be provided by the Developer, its successor, or assigns, shall be subject to adjustment for deflation/inflation at the time of payment or provision of the surety acceptable to the County, utilizing 2021 as the base year of any deflation/inflation calculation. In instances within the D.O. where the Developer is to complete a specific project for a fixed amount, as is the instance with traffic mitigation, such payment or surety shall be based on the change in the Producer Price Index ("PPI") for the

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respective project (as published by the U.S. Department of Labor) for and subsequent to 2021; for reference, a base index of 100.0 was established in 1980.

8. **Notice of Adoption.** Notice of adoption of this Development Order or any subsequent amendment to it shall be recorded by the Developer in accordance with Section 380.06, Florida Statutes, with the Clerk of the Circuit Court of Flagler County. Any successor or assignee of US Capital Alliance, LLC., as successors in interest to Hunter's Ridge Residential Golf Properties, Inc. Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., shall be subject to the provisions contained in this Development Order issued by Flagler County and as subsequently modified. Any contract or agreement for sale of those interests by US Capital Alliance, LLC, for all or any part of the property subject to this Development Order shall contain a legend substantially in the following form clearly printed or stamped thereon:

**THE PROPERTY DESCRIBED IN THIS AGREEMENT IS PART OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT AND IS SUBJECT TO A DEVELOPMENT ORDER, NOTICE OF WHICH IS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS, RESTRICTIONS, AND LIMITATIONS UPON THE USE AND DEVELOPMENT OF THE SUBJECT PROPERTY WHICH ARE BINDING UPON EACH SUCCESSOR AND ASSIGN OF US CAPITAL ALLIANCE, LLC, AS SUCCESSORS IN TITLE AND INTEREST OF HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC., HUNTER'S RIDGE TIMBER COMPANY, INC., AND HUNTER'S RIDGE GOLF COMPANY, INC., THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD, OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICE OF THE PLANNING AND ZONING DEPARTMENT, FLAGLER COUNTY, FLORIDA, OR AT THE OFFICE OF THE DEPARTMENT OF COMMUNITY AFFAIRS, TALLAHASSEE, FLORIDA.**

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**9. Proposed DRI Changes.** The Developer shall comply with provisions of the Florida Statutes in effect at the time of proposed changes to the DRI with regard to the process of making such changes. The Developer acknowledges that any change in the DRI, whether or not such change is considered to be a substantial or non-substantial deviation, may be required to comply with the State and County Comprehensive Plans in effect at the time of the requested change depending upon the nature of the requested change. The County acknowledges that the use conversions provided for in this Development Order shall not be deemed a change in the Development Order. The County acknowledges that a change that affects only one portion of the DRI shall not trigger a review of the entire DRI for consistency with changes in the State or County Comprehensive Plans since the date of the original enactment of the DRI. Only the portion or the specific provisions of the DRI or Development Order specifically affected by the change may be required to meet consistency with changes in the State and County Comprehensive Plans since the date of the original enactment of the DRI. In reference to this Section, the County and the Developer intend to comply with the requirements of law with regard to changes in the DRI and Development Order and no party waives its right to contest the applicability of any purported requirement of law to any particular proposed change in the future.

**10. Status of Development Rights.** The County acknowledges that the Developer has, by virtue of this Development Order, made substantial commitments to mitigate for impacts of proposed development pursuant to this Development Order. The Developer will also make substantial investments in construction and development of the infrastructure required under this Development Order, all in reliance upon realization of all development rights granted pursuant to this Development Order. Accordingly, the rights of the Owner and Developer to construct the development as set forth herein are intended to be vested rights and shall not be subject to downzoning or unit density reduction or intensity reduction, except as provided in General Condition 6 of this Development Order. Future modifications to the Flagler Land Development Code and other laws or regulations of the County affecting development shall apply to the development approved pursuant to this Development Order except to the extent that: (a) such application would be inconsistent with Section 163.3167(8), Florida Statutes; (b) such future modifications, laws, or regulations conflict with specific provisions, conditions, or commitments set forth in this Development Order and substantially diminish the development rights granted in this Development Order; or (c) such modifications require mitigation for development impacts which have been reviewed under Section 380.06, Florida Statutes, and addressed in this Development

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Order. The Developer does not waive any statutory or common law vested right or equitable estoppel right it now has or may acquire in the future to complete any portion of the DRI in accordance with the applicable State and local laws and ordinances in effect at the time this Development Order becomes effective.

**11. Additional Requests for Development Approval.** Additional development approval requests for the density, intensity, height, location, and general use shall not require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the Flagler County Board of County Commissioners, after due notice and hearing, that one or more of the following is present:

- a. Substantial deviation from the terms or conditions of this Development Order, or other changes to the approved development, which create a reasonable likelihood of adverse regional impacts which were not evaluated in the review by the Northeast Florida Regional Council; or
- b. Termination of this Development Order.

Upon a finding that (a) is present, the Flagler County Board of County Commissioners shall order compliance with Section 380.06, Florida Statutes, and development within the DRI may continue, as approved, during the DRI review in those portions of the development which are not affected by the proposed change. Upon a finding that (b) is present, the Flagler Board of County Commissioners shall order a termination of all development activity (except development activity authorized under Section 380.06, Florida Statutes) until such time as a new DRI application for development approval has been submitted, reviewed, and approved in accordance with Section 380.06, Florida Statutes. However, this shall not relieve the Developer from subsequent Development Orders and specific use approvals related to the physical development proposed as provided for herein in Section I.

**12. Limitation of DRI Development Order Approval.** The approval granted by this Development Order is limited. Such approval shall not be construed to obviate the duty of the Developer to comply with all other applicable local or State permitting procedures and secure additional Development Orders that may include, but shall not be limited to: Preliminary and Final platting, planned unit development approval, special exception approval for some uses, building permits, signage permits, land clearing permits, stormwater permits, and similar types of land development regulations.

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**13. Community Development District.** The Developer has indicated that it may form a Community Development District ("CDD") within the DRI pursuant to Chapter 190, Florida Statutes, as it may be amended from time to time. The County expressly maintains all rights available to it pursuant to Chapter 190, Florida Statutes, related to the proposed establishment of a CDD by the Developer. Any CDD for Hunter's Ridge approved pursuant to Chapter 190, Florida Statutes may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes, including, but not limited to, any of the indicated transportation improvements, school and park improvements set forth in this Development Order, and any other projects required or authorized by this Development Order. It is understood that the CDD may seek to construct or fund any such projects within or outside the boundaries of the Community Development District as required by this Development Order or necessary to serve the development approved by this Development Order if approved by the entity requiring the improvement. If the Developer is required by this Development Order to provide, pay for, or otherwise cause to be provided, infrastructure, projects, systems, or facilities set forth in Chapter 190, Florida Statutes, including, without limitation, those in Sections 190.012(1) and (2), Florida Statutes, then the Community Development District independently may satisfy such obligations, if approved by the entity requiring the improvement. To the extent any such obligation under this Development Order is met or performed by the Community Development District, then the Developer shall no longer be subject to the obligation.

**14. Severability.** If any stipulation or any portion or section of any stipulation contained in this Development Order is declared, determined to be, or adjudged invalid, illegal, or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the approval granted in this Development Order, the other stipulations, or the other portions or sections of the affected stipulations, which shall remain in full force and effect as if the stipulation or portion or section of a stipulation so declared, determined to be, or adjudged invalid, illegal, or unconstitutional were not originally a part of this Development Order.

**15. Successor Agencies.** Whenever, within the terms of the stipulations, reference is made to any department, agency, board, commission, or other instruments of the Federal or State governments, it is understood that such reference shall be construed to mean any future instrumentality which, by operation of law, may be created and

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designated as successor in interest or which may be possessed of any of the powers and duties of any referenced instrumentality in existence on the effective date of these stipulations. This shall not apply to local governments unless such delegation is specifically provided for herein.

**16. Development Order Status.** This Development Order is intended to supplant terms, conditions, and approval of the original Development Order and amendments thereto with the exception of specific references herein that must be maintained.

**17. Developer Responsible for Costs of Implementation.** The Developer will be responsible for the costs of implementing this Development Order, including reimbursement of County expenses on an at cost basis. Payment by the Developer for the County's expenses, including reimbursement of staff time, up to the adoption of this D.O. shall be due within 60 days, with the County to render the invoice to the Developer within 30 days of the time that the Board of County Commissioners approves the D.O.

**18. Election Regarding Environmental Rules.** Pursuant to Section 380.06, Florida Statutes, the Developer will be bound by the Rules adopted pursuant to Chapters 373 and 403, Florida Statutes, in effect when the Development Order is issued and the Developer's rights shall be vested as to the Rules adopted pursuant to Chapters 373 and 403, Florida Statutes, in effect at the time the Development Order is issued.

**Section VI. Reporting Requirements**

A biennial monitoring report for the Hunter's Ridge DRI shall be prepared by the Developer and shall be submitted to the Northeast Florida Regional Council ("NEFRC"), the East Central Florida Regional Planning Council ("ECFRPC"), Department of Economic Opportunity ("DEO"), Volusia County, the City of Ormond Beach and Flagler County, no later than January 1 of every other year until buildout, commencing January 1, 2022 (the "Monitoring Report"). The monitoring reports shall be submitted consistent with the reporting requirements adopted in Section 380.06(18), Florida Statutes, or as amended. The Monitoring Report shall include:

1. A description of any changes made in the plan of development, phasing, or in representations contained in the Application for Development Approval ("ADA") since the date of adoption of this Development Order, and any actions taken by the local

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government to address these changes. Copies of any approvals taken to address changes including copies of any revised master plans not previously submitted will be attached to the Monitoring Report.

2. A summary comparison of development activity proposed or conducted since the previous monitoring report and activity projected for that period until submittal of the next regular monitoring report. The summary will include: a description of site improvements, number of residential lots platted, gross floor area of non-residential uses constructed by land use type, location, and phase, with appropriate maps. A tabulation of the amount of acreage developed in the reporting period shall be provided by land use categories listed in Chapter 28-24, Florida Administrative Code ("F.A.C.").
3. An identification of the name of the purchaser of any undeveloped tracts of land in the Hunter's Ridge DRI, including the location and size of the tracts purchased, and the amount of development rights allocated to the purchaser, with map(s) which show the parcel(s) or sub-parcel(s) acquired.
4. A cumulative summary of all development that has taken place within the Hunter's Ridge DRI by the land use categories listed in Chapter 28-24, F.A.C., including residential lots platted, gross floor area of non-residential uses constructed by land use type and location, together with a cumulative summary of location, size (acreage), development rights purchased (land use type and square footage), and the name of the purchaser of all parcels purchased within the Hunter's Ridge DRI.
5. To the extent known to the Developer, a description of any lands purchased or optioned within one mile of the boundaries of the Hunter's Ridge DRI by a person who has acquired a fee simple or lesser interest in Hunter's Ridge subsequent to issuance of the Development Order (but excluding persons who have only acquired a leasehold interest in lands or improvements within the Hunter's Ridge DRI), identifying such land, its size, and its intended use on a site plan and map.
6. A listing of any substantial local, State, and Federal permits which were obtained, applied for, or denied, during this reporting period, specifying the agency, type of permit, parcel, location(s), and activity for each permit.

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7. A description of any moratorium imposed by a regulatory agency on development within the Hunter's Ridge DRI, specifying the type of moratorium, duration, cause, and remedy.
8. Provide an analysis demonstrating there will be sufficient capacity of potable water, wastewater, and solid waste facilities serving the Hunter's Ridge DRI for the anticipated development for the ensuing report period.
9. Provide an assessment of Applicant's, Applicant's successor, if any, and local government's compliance with conditions and commitments contained in the Development Order.
10. A description of any change to the previously reported stormwater plans, design criteria, or planting and maintenance programs.
11. A description of any known incremental DRI applications for development approval or requests for a substantial deviation that were filed in the reporting period and to be filed during the next reporting period.
12. A description of any change in local government jurisdiction for any portion of the development since the Development Order was issued.
13. Traffic reports, which shall be submitted to the Florida Department of Transportation ("FDOT") District 5 Urban Office in Orlando, as well as to the City of Ormond Beach, Volusia County, Flagler County, NEFRC, ECFRPC, and DEO. The first traffic report shall be due concurrently with the first biennial Monitoring Report and then biennially thereafter until project buildout. The following information shall be included:
  - a. A description of current development by land use, type, location, number of residential units, and amount of square footage of non-residential, along with the proposed construction schedule for the ensuing 24-month period, and appropriate maps.
  - b. The status of the improvements to be pipelined by the Developer, including the status of the payment of the proportionate share and schedule for new and/or improved roadways, traffic control devices, or other transportation facility improvements to be constructed or provided by the Developer or governmental

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entity to accommodate the total existing and anticipated traffic demands, any and all developer's agreements entered into to effectuate the improvements, and any other Developer's obligations required in the Development Order to meet transportation conditions.

14. A statement certifying that the NEFRC, DEO, and Flagler County and all affected agencies have been sent copies of the Monitoring Report in conformance with Section 380.06, Florida Statutes, if required. The Developer shall ensure that all appropriate agencies receive a copy of the Biennial Monitoring Reports.
  
15. Commencing on March 1, 2023 and each year thereafter on March 1, the Developer shall to deliver to the Planning Director for Flagler County a detailed spreadsheet identifying the subdivision name/s and number of approved platted lots within the Flagler County DRI as of January 1 of that year, the number of building permits issued for the prior year, and a description of the outstanding Developer obligations under the DRI and the status of said Developer obligations as of January 1 of that year. The spreadsheet of information shall be relied upon by the County to monitor the status of the satisfaction or completion of any Developer obligation, including but not limited to infrastructure requirements, donations, extractions or monetary payments imposed upon the Developer under this DRI. If it is determined that the Developer or its successors or assigns have not properly and timely satisfied any condition precedent to development hereunder, the County shall be entitled to deny any approvals of future development until such time as said obligation is satisfied or completed. Prior to enforcing the conditions herein against Developer, the County shall give Developer notice of the noncompliance, and Developer shall have a 30-day period to cure the noncompliance. The Developer acknowledges that its ongoing obligations under the DRI Development Order is a contract which the Developer executes upon its adoption and, unless the County agrees otherwise, the Developer is unable to terminate its DRI obligations without a release from the County. The Developer may assign obligations to sub developers or to successors such portions of the DRI obligations as it deems appropriate. Pursuant to the contractual nature of this Development Order, however, the Developer shall continue to be liable for any Developer obligations regardless of any such assignment to a sub developer or a successor in interest of any such part of the DRI obligations hereunder.

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**Section VII. Rendition**

Within ten (10) days of the adoption of this Development Order, Flagler County shall render a copy of this Development Order with all attachments, certified as complete and accurate, by certified mail, return receipt requested, to: the Florida Department of Economic Opportunity; the East Central Florida Regional Planning Council; the Northeast Florida Regional Council; the City of Ormond Beach; Volusia County; and the Developer.

**WHEREFORE**, the parties hereto have caused these presents to be signed all as of the date and year first above written.

**ATTEST:**

**FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
Gregory L. Hansen, Chair

**APPROVED AS TO FORM:**

**Sean S. Moylan** Digitally signed by Sean S. Moylan  
Date: 2023.02.10 09:56:15 -05'00'  
\_\_\_\_\_  
Sean S. Moylan, Deputy County Attorney

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HUNTER'S RIDGE DRI DEVELOPMENT ORDER

DEVELOPER'S COVENANT AND AGREEMENT

COMES NOW, the undersigned, and covenant and agree to the foregoing.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

FOR US CAPITAL ALLIANCE, LLC.:

WITNESSES:

By: Hunter's Ridge Acquisition and Development, LLC.,

Signature

By: Hunter's Ridge Manager, LLC., its Manager

Signature

Glen Fishman, Manager

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

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

The foregoing instrument was acknowledged before me, by \_\_ online or \_\_ physical presence this \_\_\_\_ day of \_\_\_\_\_, 2023, by Glen Fishman, as Manager of Hunter's Ridge Acquisition and Development, LLC., as Manager, on behalf of US Capital Alliance, LLC., , a Florida Limited Liability Company, who is personally known to me and who did not take an oath.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

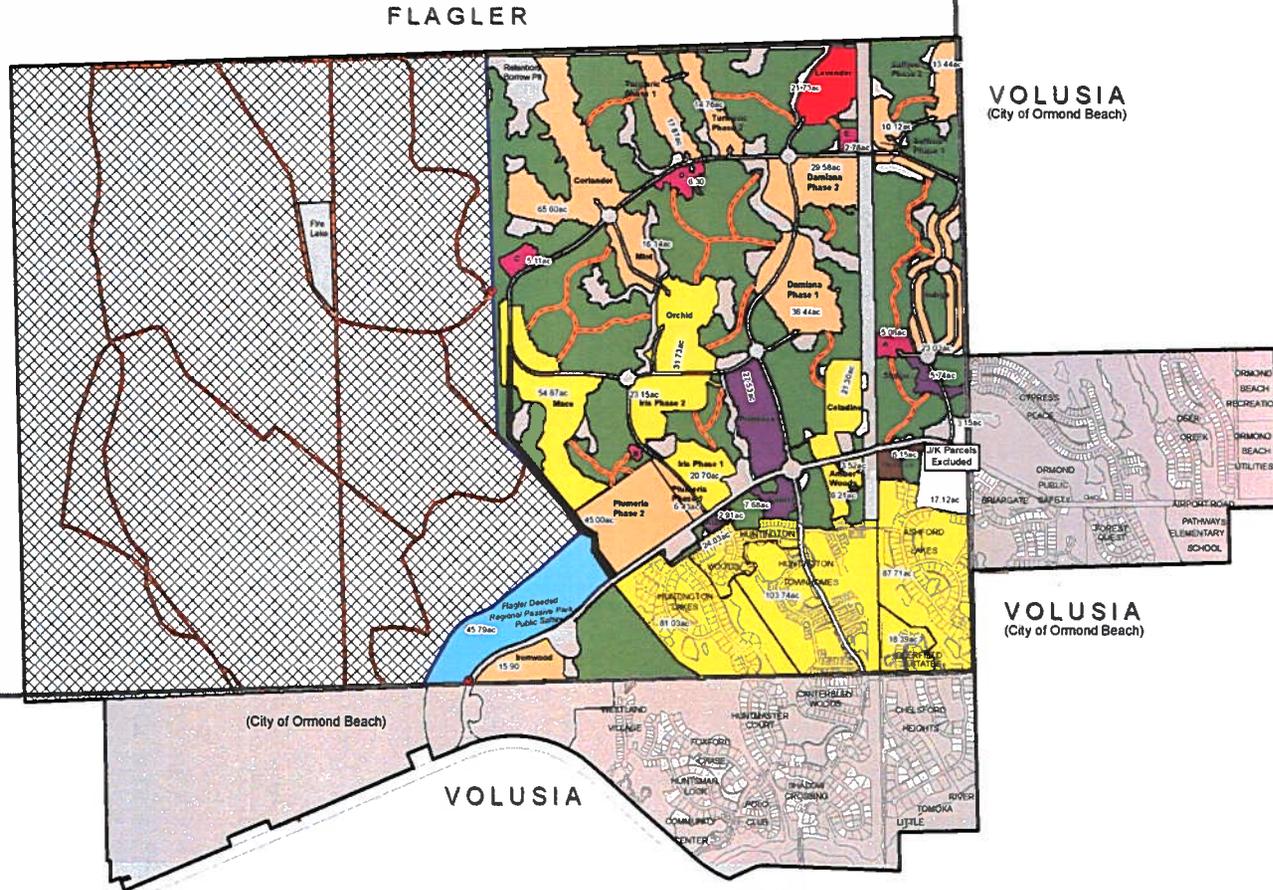
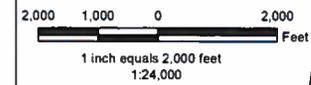
Notary Signature

Printed Name

**Legend**

-  Hunter's Ridge DRI (5035.06 ac.)
-  Approximate County Boundaries
-  Hunter's Ridge (Volusia)
- Land use and description**
-  Low density residential 0-5 units per acre (492.28 ac.)
-  Medium density residential 6-10 units per acre (272.18 ac.)
-  High density residential 11-15 units per acre (21.73 ac.)
-  Mixed Retail / Office / Services (43.86 ac.)
-  Light Industrial (6.15 ac.)
-  Community recreation (20.77 ac.)
-  Regional Park/Public Safety (45.79 ac.)
-  Infrastructure - roads, stormwater ponds, electrical (211.76 ac.)
-  Preservation -development area (703.31 ac.)
-  Regional Passive Park (1,975.76 ac.)
-  trails
-  Trailhead
-  Development Area Border

**Total Area within Flagler County Approx 6 sq miles (3,864.93 acres)  
Regional Passive Park (1,975.76 acres)  
Proposed Development Areas Flagler (1,862.42 acres)**



Project: J07071 HRD rev H  
Date: October 25, 2010  
Project boundaries and site plans based on CAD drawings provided by Hunter's Ridge.

**Map H  
Master Development Plan**



**RETAIL WATER AND WASTEWATER SERVICE AGREEMENT FOR THE  
HUNTER'S RIDGE DEVELOPMENT IN FLAGLER COUNTY**

**THIS RETAIL WATER AND WASTEWATER SERVICE AGREEMENT FOR THE HUNTER'S RIDGE DEVELOPMENT IN FLAGLER COUNTY** (hereinafter the "Retail Service Interlocal") is made and entered into on the date signed by the last signatory below by Flagler County, a political subdivision of the State of Florida (hereinafter the "County") and City of Ormond Beach, a municipal corporation created under the laws of the State of Florida (hereinafter the "City")(hereinafter the County and the City collectively shall be the "Parties").

**WITNESSETH:**

**WHEREAS**, the County and the City are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of the County; and

**WHEREAS**, Hunter's Ridge is a duly approved Development of Regional Impact (hereinafter the "DRI") partially located in Flagler County and partially located in the City of Ormond Beach in Volusia County; and

**WHEREAS**, there is a need for water and wastewater treatment services for the portion of the Hunter's Ridge DRI to be constructed in the southern portion of Flagler County (hereinafter the "Service Area"), and is more particularly depicted in attached Exhibit "A"; and

**WHEREAS**, on or about January 2006 the County and the City entered into a Temporary Interlocal Bulk Water and Wastewater Treatment Service Interim Agreement for the Hunter's Ridge Development in Flagler County, recorded at Official Records Book 1398, Page 70 of the Public Records of Flagler County on February 24, 2006, whereby the City agreed to provide bulk water and wastewater to the County to provide to the Service Area until the utility needs of the DRI could be better determined (hereinafter the "Temporary Bulk Service Interlocal"); and

**WHEREAS**, it has been subsequently determined that neither the County nor the DRI developer intend to construct water or wastewater treatment facilities in the Service Area; and

**WHEREAS**, the City currently owns and operates water and wastewater treatment facilities and has adequate capacity to meet the water and wastewater needs of the Service Area; and

**WHEREAS**, the County and the DRI developer now wish the City to provide retail water and wastewater service to the Service Area; and

**WHEREAS**, the DRI developer will be conveying new utility systems to the City that



will require no capital improvement compared to other portions of the City's service lying outside the City limits; and

**WHEREAS**, the customers located in the Service Area will pay the same utility impact fees as customers located within the City limits as opposed to other City utility customers located outside the City limits; and

**WHEREAS**, the Parties, for the reasons outlined above and pursuant to the terms and conditions of this Retail Service Interlocal, finds that it is in the best interest of the Parties for the City to provide retail water and wastewater services to the Service Area in the same manner and at a rate that shall not exceed 125 % of the rate that is charged to of the City's utility customers located within the City limits; and

**WHEREAS**, section 17 of the Temporary Bulk Service Interlocal allows such agreement to be replaced by this Retail Service Interlocal once it is approved by the City Commission and the Board of County Commissioners;

**NOW THEREFORE**, in consideration of the premises set forth above and the covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Temporary Bulk Service Interlocal is replaced by this Retail Service Interlocal and provides as follows:

**Section 1. Recitals.** The recitals set forth above are true and accurate and are adopted and incorporated herein.

**Section 2. Acknowledgements.**

**2.1** The Parties agree that the Temporary Bulk Service Interlocal is currently a valid contract.

**2.2** The Parties agree that they now wish to replace the Temporary Bulk Service Interlocal with this Retail Service Interlocal.

**2.3** The Parties intend that this Retail Service Interlocal act as a novation and extinguish the Temporary Bulk Service Interlocal and any other agreements between the Parties related to the provision or reservation of water or wastewater services or capacity by the Parties to the Service Area as of the Effective Date of this Retail Service Interlocal.

**2.4** The Parties agree that upon execution of the obligations of the Parties hereto, this Retail Service Interlocal is valid and replaces the Temporary Bulk Service Interlocal.

**2.5** The Parties agree that this Retail Service Interlocal meets the requirements of Sections 10, 13.1 and 17 of the Temporary Bulk Service Interlocal to alter and replace the Temporary Bulk Service Interlocal.



**Section 3. Interconnection of DRI and City Utility Systems.**

**3.1 Service Agreement Requirement.** The developer of the DRI and the City shall enter into a utility service agreement in the same manner as the City requires of all other utility customers such as the DRI developer.

**3.2 Interconnecting Pipelines.** All existing or required interconnecting pipelines and associated infrastructure shall be constructed by the DRI developer and conveyed to the City as required by the City. All easements deemed necessary by the City shall be granted by the DRI developer to contain all infrastructure conveyed.

**3.3 No Wastewater Treatment Plants to be Constructed by the Developer.** The City agrees that the DRI developer need not construct a wastewater treatment plant in order for the City to provide wastewater collection service to the Service Area and the City shall not require such treatment plant construction condition in any agreement for provision of utility service to the Service Area. This limitation shall not apply to lift stations which the City is free to require of the developer as the City deems necessary.

**3.4 Water Treatment Facilities to be Constructed by the Developer.** The Parties are free to enter into subsequent agreement by amendment of this Retail Service Interlocal as to a process to approve any water treatment facilities that the City determines may be required to allow use of the water production wells located in the Service Area for potable water production purposes. Such agreement will allow the County to assure that such treatment facilities meet the County's requirements for such facilities located within the County.

**3.5 County Permission Granted.** To the extent such permission may be required by law and pursuant to the terms of this Retail Service Interlocal, the County hereby specifically agrees to permit the City to provide retail water and wastewater service to customers located within Flagler County identified in this Retail Service Interlocal as the Service Area. Notwithstanding the foregoing, nothing herein shall be construed as acquiescence or permission by the County for the City to annex any portion of the Flagler Service Area or any other portion of Flagler County.

**Section 4. Provision of Retail Utility Services.**

**4.1 Payment of Utility Charges.** The City shall bill the DRI developer or individual property owners within the Service Area in the same manner and at a rate that shall not to exceed 125 % of the rate that is charged to of the City's utility customers located within the City limits. The City reserves the right to discontinue service for nonpayment of bills in the same manner as all other City utility customers and in conjunction with the terms and conditions of the service agreement between the City and the utility customer. Notwithstanding the foregoing, the City retains the right to adjust utility rates within the Service Area so long as such rates do not exceed the rate percentage limitations outlined herein. The Volusia County Court system shall be the venue for any legal action required to compel payment for such services.



**4.2 Outstanding Balances under the Temporary Bulk Service Interlocal.** The County shall remain liable for any unpaid balances under the Temporary Bulk Service Interlocal up to the Effective Date of this Retail Service Interlocal. All terms and conditions of the Temporary Bulk Service Interlocal related to such payment shall remain in force until payment is made, at which time said terms and conditions shall terminate.

**Section 5. Flagler County Facilities.**

**5.1 New Well Sites.** The City agrees to obtain the permission of the County prior to seeking any change to a consumptive use permit regarding any new well sites located in Flagler County.

**5.2 County Facilities.** The City agrees that any County facility, including but not limited to community parks, that exists or is constructed within the Service Area shall not be required to pay utility impact fees of any kind as the Parties agree that such facilities will not require additional capital improvements to the City's utility system since such facilities exist, or will exist, to serve the residents of the Service Area and the residents of the Service Area will be required to pay utility impact fees in the same manner as the utility customers located within the City limits.

**Section 6. Service Standards.** The City shall at all times endeavour to provide its best efforts to comply with all local, state and federal regulations regarding public water production and distribution and wastewater treatment service and collection for utility service provided in the Service Area. Notwithstanding the foregoing, the City does not guarantee or warrant any special service, pressure, quality, capacity, availability, or other facility to the customers in the Service Area other than what is required to fulfill a duty of reasonable care equivalent to all other customers of the City's utility.

**Section 7. Restrictions.** Nothing herein shall be construed in any manner to limit or restrict the County from owning and/or operating its own water and wastewater system outside the Service Area. However, the City and/or its assignees shall be the sole owners and operators of water and wastewater utilities within the Service Area.

**Section 8. Authority and Applicable Law.** This Retail Service Interlocal is entered into under the authority of the Florida Constitution (including without limitation Article VIII, Section 2(b) thereof), the general powers conferred upon the City by statute and otherwise (including without limitation Chapters 159, 163, 166, and 180, Florida Statutes):

**8.1** No officer, employee, or agent of either party, whether elected or appointed, shall have the authority to amend, modify, or alter this Retail Service Interlocal or to waive any of its provisions or to bind either party by making any promise or representation not contained in this Retail Service Interlocal. This Retail Service Interlocal may be amended or modified, in writing, by execution with the same formalities with which this Retail Service Interlocal was executed.



8.2 This Retail Service Interlocal may not be assigned, transferred or delegated by the City or County without the written consent of the other party, which consent will not be unreasonably withheld, provided that said assignment, transfer or delegation does not impair the rights or increase the obligations of either party, and provided that this Retail Service Interlocal will be binding upon the Parties' successors, grantees, transferees, delegees and assigns.

**Section 9. Waiver Clause.** Any waiver at any time by any party hereto of its rights with respect to the other party or respect to any matter arising in connection with this Retail Service Interlocal shall not be considered a waiver with respect to any subsequent default or matter. Nothing contained herein shall constitute a waiver by either the City or County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

**Section 10. Acts and Omissions.** The Parties assume any and all liabilities, claims, or damages of any kind attributable to the acts or omissions of their respective officers, employees or agents. Each party shall give the other prompt and timely notice of any claim, suit, or administrative law proceedings instituted or coming to the knowledge of their respective officers, department heads, or management personnel that in any way reasonably appears to affect or might affect either party to this Retail Service Interlocal, and the party so notified shall have the right to participate in the defense of any claim, administrative proceeding, or suit to the extent of its own interest. The Parties reserve the right, at law or in equity, by civil action, mandamus or other proceeding, to enforce or compel the performance of any or all covenants contained in the Agreement.

**Section 11. Notice.** Notices relating to the subject matter of this Retail Service Interlocal shall be provided in writing to the attention of:

To the City: City Manager  
P.O. Box 277  
Ormond Beach, FL 32175-0277

To the County: Flagler County Administrator  
1769 East Moody Blvd., #302  
Bunnell, FL 32110

**Section 12. Entire Agreement.** This Retail Service Interlocal, including Exhibit "A" attached hereto and incorporated herein by reference, sets forth the full and complete understanding of the Parties as of the date stated below, and it supersedes any and all prior negotiation, agreements, and understandings with respect to the subject matter hereof. No prior or present agreements or representations shall be binding upon either of the Parties unless incorporated into this Retail Service Interlocal. No modification or change in this Retail Service Interlocal shall be valid or binding upon the Parties unless in writing, approved by the Ormond Beach City Commission and by the Board of County Commissioners of Flagler County and executed by the appropriate officers and officials of each party.



**Section 13. Assignment.** The provisions of this Retail Service Interlocal shall inure to and be binding upon the successors and assigns of the Parties.

**Section 14. Default.** Neither party will be in default of the terms herein if such default is due to a natural calamity, act of force majeure, government other than City or County, or similar causes beyond the control of either party.

**Section 15. Governing Law and Venue.** This Retail Service Interlocal will be governed by, and interpreted in accordance with, the Laws of the State of Florida. Unless otherwise specifically stated, venue for any legal action to enforce the terms and conditions of this Retail Service Interlocal shall be in Flagler County, Florida.

**Section 16. Headings.** All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Retail Service Interlocal.

**Section 17. Severability.** If any provision of this Retail Service Interlocal becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Retail Service Interlocal shall continue in full force and effect without said provisions; provided, however, that if such severability materially changes the economic benefits of this Retail Service Interlocal to either party, the Parties shall negotiate an equitable adjustment in the provisions of this Retail Service Interlocal in good faith.

**Section 18. Legal Fees.** In the event of litigation between the Parties arising out of or in connection with this Retail Service Interlocal, each party shall be responsible for its own legal fees and costs.

**Section 19. Authority to Execute.** Each party hereby represents and warrants that it has the right, power, and authority to execute and deliver this Retail Service Interlocal and to perform all of the obligations stated herein.

**Section 20. Other Documents and Assurances.** Each of the Parties agrees that any time after the execution hereof, it will, on request of the other party, execute and deliver such other documents and further assurances as may reasonably be required by such other party in order to carry out the intent of this Retail Service Interlocal.

**Section 21. No Third Party Beneficiaries.** This Retail Service Interlocal is between the City and County only and shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, specifically including customers of the City, the Parties intending this Retail Service Interlocal to confer no such benefits or status.

**Section 22. Sovereign Immunity.** The Parties expressly retain all rights, privileges, benefits and immunities of sovereign immunity.

**Section 23. Execution in Counterparts.** This Retail Service Interlocal may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



**Section 24. Effective Date and Recordation.** Upon execution of this Retail Service Interlocal by the Parties, the County will file this Retail Service Interlocal with the Clerk of the Courts of Flagler County and the City will file this Retail Service Interlocal with the Clerk of the Courts of Volusia County, as is required by Section 163.01 (11), Florida Statutes. The later recording date of these two filings shall be the Effective Date of this Retail Service Interlocal.

**FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

Melissa Holland  
Melissa Holland, Chair

Date: 11-16-09

ATTEST:  
Gail Wadsworth  
Gail Wadsworth, Clerk of Court

Approved as to Form:

Al Hadeed  
Al Hadeed, County Attorney

**CITY OF ORMOND BEACH**

Fred Costello  
Fred Costello, Mayor

Date: 11/3/09

Joyce Shanahan  
Joyce Shanahan, City Manager

Date: 11/9/09

ATTEST:

Lorucci Patten  
City Clerk

Approved as to Form:

Randy Hayes  
Randy Hayes  
City of Ormond Beach Attorney

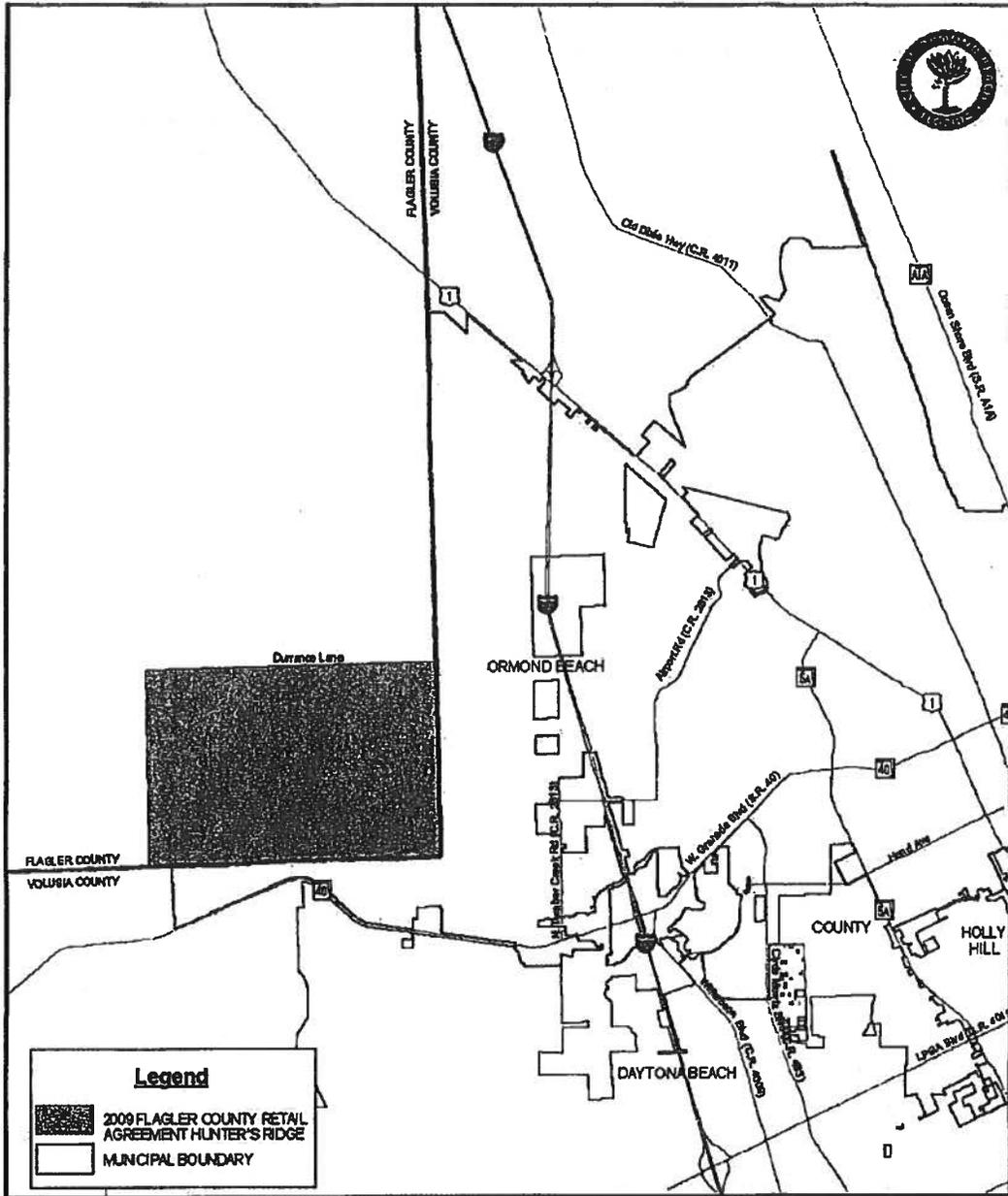
**EXHIBIT A**

**SERVICE AREA DESCRIPTION**

A parcel of land located in sections 15, 16, 17, 20, 21, and 22, Township 14 South, Range 31 East, Flagler County, Florida, more particularly described as follows:

From the Northeast corner of said section 15, run on an assumed bearing south 87 degrees 36 minutes 20 seconds west along the north line of said section 15, being the bearing basis of this description a distance of 2601.01 feet to the north ¼ corner of said section 15; thence south 87 degrees 27 minutes 28 seconds west along the north line of said section 15 a distance of 2694.91 feet to the northwest corner of said section 15; thence south 87 degrees 35 minutes 17 seconds west along the north line of said section 16 a distance of 2649.53 feet to the north ¼ corner of said section 16; thence south 87 degrees 30 minutes 21 seconds west along the north line of said section 16 a distance of 2646.41 feet to the northwest corner of said section 16; thence south 87 degrees 27 minutes 55 seconds west along the north line of said section 17 a distance of 2656.53 feet to the north ¼ corner of said section 17; thence south 87 degrees 27 minutes 28 seconds west along the north line of said section 17 a distance of 2655.79 feet to the northwest corner of said section 17; thence south 01 degrees 57 minutes 17 seconds east along the west line of said section 17 a distance of 2646.33 feet to the west ¼ corner of said section 17; thence south 02 degrees 08 minutes 44 seconds east along the west line of said section 17 a distance of 2646.53 feet to the southwest corner of said section 17; thence south 01 degrees 46 minutes 04 seconds east along the west line of said section 20 a distance of 2618.94 feet to the west ¼ corner of said section 20; thence south 01 degrees 37 minutes 54 seconds east along the west line of said section 20 a distance of 2697.76 feet to the southwest corner of said section 20, being a point on the line between Flagler County on the north and Volusia County on the south; thence easterly along the county line being the southerly line of sections 20, 21, and 22 to the southeast corner of section 22; thence northerly along the county line between Flagler County on the west and Volusia County on the east and the east line of section 22 north 01 degrees 47 minutes 18 seconds west, along the east line of said section 22, a distance of 2652.93 feet to the east 1/4 corner of said section 22; thence north 01 degrees 47 minutes 18 seconds west, along said east line, a distance of 2652.93 feet to the northeast corner of said section 22; thence north 02 degrees 03 minutes 26 seconds west along the east line of section 15, a distance of 2649.05 feet to the east ¼ corner of said section 15; thence north 02 degrees 03 minutes 32 seconds west, along said east line, a distance of 2648.94 feet to the point of beginning.





**CITY OF ORMOND BEACH  
HUNTER'S RIDGE RETAIL WATER  
& WASTEWATER SERVICE AREA  
FLAGLER COUNTY**

**EXHIBIT A**

*JRM*

**CONSERVATION PARK AREA AGREEMENT**

**THIS THIRD AMENDMENT TO THE CONSERATION PARK AREA AGREEMENT** (the "Amendment") is made and entered into this 27 day of September, 2021 (the "Effective Date"), by and between **FLAGLER COUNTY**, a political subdivision of the State of Florida, (the "County"), and **U.S. CAPITAL ALLIANCE, LLC**, a Florida limited liability company (the "Developer"). Together, the County and the Developer may be referred to collectively as the "Parties.

**WITNESSETH:**

**WHEREAS**, the County and the Developer entered into that certain Conservation Park Area Agreement dated April 24, 2017, recorded on May 5, 2017 in Official Records Book 2203, Pages 1444-1486 of the Public Records of Flagler County, Florida, with First Amendment dated August 21, 2018, recorded in Official Records Book 2302, Pages 1412-1416 of the Public Records of Flagler County, Florida, and with Second Amendment to the Conservation Park Area Agreement dated August 3, 2020, recorded in Official Records Book 2465, Page 25-30, of the Public Records of Flagler County, Florida setting forth the terms and conditions pursuant to which certain mitigation activities may be conducted by the Developer on County owned land (the "Conservation Park Area Agreement"); and

**WHEREAS**, pursuant to Section 7A. of the Agreement "[t]he Developer is entitled to claim future mitigation credits which may be associated with the Wetland Permits and/or the Conservation Easements, the construction of improvements pursuant to the Hydroperiod Restoration Plan, the Lift Projects, or any other additional environmental enhancement activities contemplated by this Agreement, in order to offset any mitigation requirements arising from the construction and development of the Project, providing that such credits are acceptable to the Permitting Authorities (the "Future Mitigation Credits")."

**WHEREAS**, the Developer has purchased the outstanding mineral interest for the Conservation Area and has agreed to convey said mineral interest to the County by quit claim deed simultaneously with the execution by the Parties of this Amendment to the Conservation Park Agreement acknowledging the consent of the Flagler County to the Developer's claim to Future Mitigation Credits in such amounts as determined by the Permitting Authorities (as defined in the Conservation Park Area Agreement) for the merging of the mineral rights into the fee simple title of the County in said Conservation Park Area.

**WHEREAS**, the Parties agree that as consideration for the substantial costs to purchase the mineral interest in the Conservation Park Area, the Developer shall be entitled to transfer, sell or assign said Mitigation Credits to a third party for development located outside the DRI and within Flagler County or Volusia County, Florida.

**WHEREAS**, the Parties agree the Developer shall be entitled to the additional Mitigation Credits and shall permit the Mitigation Credits to be transferred to third parties within Flagler County if permitted to do so by the Permitting Authorities and so long as any such transfer shall be subject to the terms of the Conservation Park Area Agreement.

**WHEREAS**, the Parties desire to amend and modify certain provisions in the Agreement, related thereto, all as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of ten dollars and the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Developer hereby agree to amend and modify the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are agreed to by the County and the Developer as if such recitals were fully set forth herein.
2. **Definitions.** All capitalized terms contained herein and not otherwise defined shall be defined as provided in the Agreement.
3. **Conveyance of Mineral Interest to County.** Pursuant to Section 7 A. of the Conservation Park Agreement, the Developer is entitled to claim and receive any Future Mitigation Credit (as defined in the Conservation Park Agreement) attributable to the merging of the mineral interest into the fee simple title of Flagler County in the Conservation Park Area. Simultaneously with the County approval of this Amendment, the Developer shall convey by quit claim deed to the County any and all mineral interest for the Conservation Park Area. The County shall pay any and all costs to record said quit claim deed and any documentary stamps, if any, incurred for said transfer.
4. **Consents.** The County shall execute any authorization or consents necessary to permit the Developer to modify or amend the Wetland Permits and hereby acknowledges and consents to the submittal of said permit applications by Developer, at Developer's sole costs and expense, to any Permitting Authorities to claim the Future Mitigation Credits.
5. **Transfer of Mitigation Credits.** In exchange for the Developer purchasing the outstanding mineral interest in the Conservation Park Area at a substantial cost, the Developer shall be permitted to transfer, assign or sell said Mitigation Credits and Future Mitigation Credits to a third party within Flagler County or Volusia County, Florida. In addition, the Developer shall be authorized to transfer, sell or assign any Mitigation Credits to the City of Ormond, at Developer's sole and absolute discretion.
6. **Amount of Future Mitigation Credits.** Within twenty (20 ) days from the Permitting Authorities issuance of a modified or amended Wetland Permit for the Conservation Park Area for the purpose of establishing the enhancement of the Future Mitigation Credits for the merging of the mineral interests, the Parties agree to execute a written agreement acknowledging the determination by the Permitting Authorities and memorializing the total Future Mitigation Credits transferable or assignable to the Developer and its successors and/or assigns.
7. **Remaining Terms Affirmed.** All other terms or provisions within the Conservation Park Agreement not expressly modified herein, shall remain unchanged and in full force and effect.

SIGNATURES ON THE FOLLOWING PAGE 2

In Witness Whereof, the Parties have placed their hand and seal on this 27 day of September, 2021.

Witnesses:

Developer:

US Capital Alliance, LLC., a Florida Limited Liability Company

ATTEST:

By: Hunter's Ridge Acquisition and Development, LLC., a Florida Limited Liability Company, its Manager

By: Hunter's Ridge Manager, L.L.C., its Manager

By: Anneliese Holland  
Anneliese Holland, SC Notary Public

By: Glen Fishman  
Glen Fishman, Manager

ATTEST:

COUNTY OF FLAGLER, a political subdivision of the State of Florida,

By: John J. Juncello, SC

By: Donna T. O'Brien  
Chairman

Acknowledged and Approved:

By: Al Hadeed For  
Al Hadeed, County Attorney

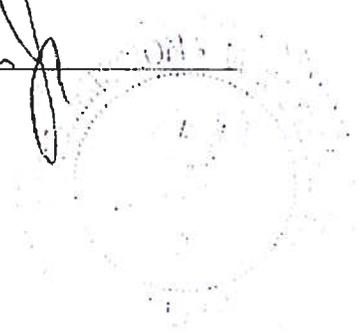


Exhibit 4

**STORMWATER POLLUTION PREVENTION PLAN**  
**("SWPPP")**

In order to ensure water quality is maintained and that encroachment into conservation areas is prohibited, the property owner and contractor shall adhere to the following SWPPP prior to and during construction: All work performed within and for Hunter's Ridge is to comply with Florida Department of Environmental Protection Non-Point Source and Water Quality Standards.

**PRE-CONSTRUCTION ACTIVITIES**

Prior to the start of site construction, the property owner or his representative shall conduct a pre-construction conference, which addresses Stormwater Pollution Prevention and Sediment and Erosion Control. At a minimum, the property owner, contractor and design engineer or their representative shall attend the pre-construction conference. Regulatory agencies shall be notified prior to the pre-construction conference regarding the date, time and location of the conference and shall be allowed to attend. The purpose of this conference is to review the site specific details of the SWPPP and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions. The pre-construction conference shall be a specific condition in all stormwater management permits issued for the Hunter's Ridge project.

**CONSTRUCTION ACTIVITIES**

The site work contractor shall at a minimum implement the requirements outlined below and those measures shown on the Stormwater Pollution Prevention Plan (SWPPP) and the erosion and turbidity control plan. In addition, the contractor shall undertake additional measures required to be in compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

**Sequence of Major Erosion Control Activities:**

The order of activities will be as follows:

1. Install stabilized construction entrance
2. Install silt fences and hay bales as required
3. Clear and grub for diversion swales/dikes and sediment basin
4. Construct sedimentation basin
5. Stock pile top soil if required
6. Stabilize denuded areas and stockpiles as soon as practicable



7. Complete grading and install permanent seeding/sod and planting
8. Remove accumulated sediment from basins
9. Flocculate lake system, if required, to meet water quality standards
10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required.

Note: Vertical construction of buildings will be taking place during all the sequence steps listed above.

Additional Controls

It is the contractor's responsibility to implement the erosion and turbidity controls as shown on the sediment and erosion control plan. It is also the contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The contractor will adjust the erosion and turbidity controls shown on the sediment and erosion control plan and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the contractor as required by the erosion and sediment control plan and as required to meet the sediment and turbidity requirements imposed on the project site by the regulatory agencies.

Erosion and sediment controls stabilization practices. (See the site specific sediment and erosion control plan for applicability):

1. Straw bale barrier: Straw bale barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:
  - (a) Where the maximum slope behind the barrier is not greater than 33 percent.
  - (b) In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
  - (c) Where effectiveness is required for less than 3 months.
  - (d) Straw bale barriers shall not be used in live streams or in swales where there is the possibility of a washout. If necessary, measure shall be taken to properly anchor bales to ensure against washout.
2. Filter Fabric Barrier: Filter fabric barriers shall be installed landward of upland buffers. Filter fabric barriers will be used below disturbed areas subject to sheet and rill erosion with the following limitations:



- (a) Where the maximum slope behind the barrier is not greater than 33 percent.
  - (b) In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
- 3. Sod with Filter Fabric: In areas with slopes steeper than 33%, the slope shall be full sodded with sods pinned to the slope. Filter fabric barriers (silt fence) shall be installed at the top and toe of the slope.
- 4. Brush Barrier with Filter Fabric: Brush barriers used in accordance with ES BMP 1.025. will be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.
- 5. Level Spreader: A level spreader will be used where sediment-free storm runoff is intercepted and diverted away from the graded areas onto undisturbed stabilized areas. This practice applies only in those situations where the spreader will be constructed on undisturbed soil and the area below the level lip is stabilized. The water should not be allowed to reconcentrate after release.
- 6. Stockpiling Material: No excavated material shall be stockpiled in such a manner as to direct runoff directly off the project site into any adjacent water body or stormwater collection facility.
- 7. Exposed Area Limitation: The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and tilling operations shall not exceed 10 acres. This requirement may be waived for large project with an erosion control plan, which demonstrates that opening of additional areas, will not significantly affect off site deposit of sediments.
- 8. Inlet Protection: Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff until the completion of all construction operations that will contribute sediment to the inlet.
- 9. Temporary Seeding: Areas opened by construction operations and that are not anticipated to be re-excavated or dressed and receive final grassing treatment within 30 days shall be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted and will not later compete with the permanent grassing.
- 10. Temporary Seeding and Mulching: Sloped steeper than 6: 1 that fall within the category established in Paragraph 8 above shall additionally receive mulching of approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent



movement of seed and mulch.

11. Temporary Grassing: The seeded or seeded and mulched area(s) shall be rolled and watered or hydromulched or other suitable methods if required to assure optimum growing conditions for the establishment of a good grass cover.

12. Temporary Regrassing: If, after 14 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.

13. Maintenance: All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.

14. Permanent Seeding: Areas, which have been disturbed by construction, will, as a minimum, be seeded. The seeding mix must provide both long-term vegetation and rapid growth seasonal vegetation. Slopes steeper than 4:1 shall be seeded and mulched or sodded.

15. Temporary Diversion Dike: Temporary diversion dikes will be used to divert runoff through a sediment trapping facility.

16. Temporary Sediment Trap: A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area with the following limitations;

- The sediment trap will be constructed either independently or in conjunction with a temporary diversion dike.

17. Sediment Basin: Sediment Basin(s) will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time. The proposed stormwater ponds (or temporary ponds) will be constructed for use as sediment basins. These sediment basins must provide a minimum of 3,600 cubic feet of storage per acre drained until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin.

Site Maintenance Activities



**Waste Materials**

All waste materials except land clearing debris shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted at the construction site by the site superintendent, the individual who manages the day to day site operations, will be responsible for seeing that these procedures are followed.

**Hazardous Waste**

All hazardous waste materials will be disposed of in the manner specified by local or state regulation or by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages day to day site operations, will be responsible for seeing that these practices are followed.

**Sanitary Waste**

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

**Offsite Vehicle Tracking**

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept daily to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin. Offsite vehicle tracking to comply with ES BMP 1.02. (Construction Road and Driveway Stabilization).

**Spill Prevention Plan****Material Management Practices**

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

**Good Housekeeping**

The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.



- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal will be followed.
- The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

### **Hazardous Products**

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers or local and state recommended methods for proper disposal will be followed.

### **Product Specific Practices**

The following product specific practices will be followed onsite:

#### **Petroleum Products**

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Portable petroleum storage tanks shall not be placed within 200 feet of a wetland or water body including stormwater management ponds, unless secondary containment is provided. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

#### **Fertilizers**

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.



## **Paints**

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and local regulations.

The site superintendent responsible for the day to day site operations will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and clean up. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

## **MAINTENANCE/INSPECTION PROCEDURES**

### **Erosion and Sediment Control Inspection and Maintenance Practices**

The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All control measures will be inspected by the site superintendent, the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.25 inches or greater.
- All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one third the height of the fence.
- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The sediment basins will be inspected for the depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.
- Diversion dikes/swales will be inspected and any breaches promptly repaired.



- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector will be attached to the contract. The reports will be kept on site during construction and shall be available upon request to the owner, the owner's engineer or any federal, state or local agency responsible for monitoring sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the stormwater pollution prevention plan for at least three years from the date that the site is finally stabilized and the notice of termination is submitted. The reports shall identify any incidents of non-compliance.
- The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

#### **NON-STORMWATER DISCHARGES**

It is expected that the following non stormwater discharges will occur from the site during the construction period:

- Water from water line flushing
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation).

All non stormwater discharges will be directed to the sediment basin prior to discharge.



Prepared By and Return to:

Daniel L. McDermott, Esq.  
719 South Woodland Boulevard  
DeLand, FL 32720

**AMENDED AND RESTATED  
THE HUNTERS RIDGE DRI  
TRANSPORTATION PROPORTIONATE SHARE AGREEMENT**

This Amended and Restated Hunter's Ridge DRI Transportation Proportionate Share Agreement (this "Restated Agreement") is made and entered into this 5 day of October, 2021, by and between the **Florida Department of Transportation**, an agency of the State of Florida (hereinafter "FDOT"), and **US Capital Alliance, LLC.**, a Florida corporation (hereinafter "Developer").

**WITNESSETH:**

WHEREAS, Hunter's Ridge Residential Golf Properties, Inc., a Florida corporation, was the original developer of the Hunter's Ridge Development of Regional Impact (the "DRI") located within the City of Ormond Beach, Volusia County and Flagler County;

WHEREAS, on January 25, 1990, Flagler County adopted Resolution 90-3A constituting the Development Order for approximately 3840 acres lying in Flagler County, Florida ("Flagler Property"), Florida constituted a portion of the Hunter's Ridge Development of Regional Impact recorded in 423, Page 669, and Official Records Book 455, Page 1019, and as amended by Official Records Book 465, Page 1466, and as Amended and Replaced in its Entirety by Resolution No. 2010-61 recorded in Official Records Book 1803, Page 648, all in Public Records of Flagler County, Florida ("Flagler DRI Development Order");

WHEREAS, on January 20, 1990, Volusia County adopted Resolution 90-20 constituting the Development Order for approximately 1237 acres lying in Volusia County, Florida ("Ormond/Volusia Property") constituted a portion of the Hunter's Ridge Development of Regional Impact recorded in Official Records Book 3936, Page 1640, as amended in Official Records Book 3739, Page 1898, Official Records Book 3754, Page 1692, Official Records Book 5212, Page 2589, all in the Public Records of Volusia County, Florida ("Ormond/Volusia DRI Development Order");

WHEREAS, the Department of Community Affairs intervened in an appeal of the Development Order and the Division of Administrative Hearings issued a Recommended Order on May 28, 1991 and rendered an Amended Final Development Order recorded in Official Records Book 455, Page 1019, Public Records of Flagler County Florida;

WHEREAS, on April 6, 1992, Flagler County adopted the First Amendment to the Hunter's Ridge Development Order;

WHEREAS, on December 1, 1997, Flagler County adopted Resolution No. 97-79A constituting the Second Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on December 15, 2003, Flagler County adopted Resolution No. 2003-208 constituting the 2003-208 constituting the Third Amendment to the Hunter's Ridge Development Order; and

WHEREAS, on November 15, 2010, Flagler County adopted Resolution No. 2010-61 amending and replacing the Development Order for Hunter's Ridge Development of Regional Impact;

WHEREAS, an agreement between FDOT and the Developer, Hunter's Ridge Residential Golf Properties, Hunter's Ridge Timber Company, Inc. and Hunter's Ridge Golf Company, Inc., the predecessors to the Developer dated December 20, 2010 ("FDOT 2010 Agreement") which is applicable to the property described in Exhibit "A" attached hereto;

WHEREAS, the FDOT 2010 Agreement provided that the Developer would pay a cash assessment of \$8,384,348 (2010 dollars), as a proportionate share to mitigate the transportation impacts of the DRI on state road segments through the build-out of Phase I of the DRI (the "Needed Transportation Improvement");

WHEREAS, pursuant and subject to this Restated Agreement, the Developer has made a binding commitment to make the Cash Contribution to FDOT for the total proportionate share in the amount of \$4,609,805, by July 1, 2024; and

WHEREAS, pursuant to Rule 9J-2.045(7), F.A.C., FDOT has agreed to accept the Cash Contribution as adequately mitigating the transportation impacts for the build-out of the Project on all significantly impacted State roadways as required by Chapter 380, F.S., Chapter 163, F.S. and Chapter 9J-2, F.A.C.; provided that full payment of the Cash Contribution is received by FDOT in accordance with the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereto agree to amend and restate the Original Agreement as set forth herein.

1. Incorporation of Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated by the Parties as part of this Restated Agreement as if fully set forth herein. All Exhibits attached hereto are incorporated herein by this reference.

2. Project Identification. The proposed Project is known as Hunter's Ridge DRI, or the Flagler DRI, Development Order and is located in Volusia County and Flagler County, Florida and consist of approximately 3,840 acres (including the Conservation Area consisting of 1,980 acres donated to Flagler County) in Flagler County and 1,237 acres (including 327 acres of Conservation Area) in Volusia County, Florida.

3. Cash Contribution. In lieu of the Phase 1 proportionate share amount for the Needed Transportation Improvement as set forth in Exhibit "B" to this Restated Agreement, the Developer shall pay to FDOT the Cash Contribution amount of four million, six hundred-nine thousand, eight hundred-five, and No/100 Dollars (\$4,609,805.00) in accordance with the following schedule: (1)

\$400,000 by December 1, 2021, (2) \$500,000 by July 1, 2022, (3) \$500,000 by December 1, 2022, (4) \$1,000,000 by July 1, 2023, and remaining balance by December 1, 2023 for its proportionate share of the transportation impacts on State Roads for the entire build out of the Hunter's Ridge DRI. If a major unforeseen event, outside of the control of Developer completely disrupts substantially all development activity within the Hunter's Ridge DRI, the Parties agree to meet and to discuss and to establish a revised payment schedule for all remaining payments due at that time.

4. The Parties agree that Flagler County will collect all impact fees due for development within the Hunter's Ridge DRI to be held by Flagler County, in escrow, to be utilized towards any Cash Contribution/Proportionate Share payments due hereunder by the Developer. The Parties agree that Flagler County shall pay the impact fees directly to the Department upon request by the Department, in accordance with the payment schedule set forth above. In the event the amount to be paid by the County is not sufficient pay the full amount due by the Developer, the Developer shall pay the shortfall to the Department upon request by the Department. All payments shall be due on the dates set forth in the payment schedule. Upon full satisfaction of this Proportionate Share payments hereunder, this Agreement shall be satisfied and neither the Developer nor Flagler County shall be required to remit any further payments hereunder. The Department will provide to the Developer an accounting of all payments made by the County to the Department. The Department will enter into an Agreement with Flagler County establishing the County's obligation to deposit the impact fee payments due by the Hunter's Ridge development into a separate escrow account to be available for direct payment to the Department until the Cash Contribution/ Proportionate Share payments are satisfied in full.

5. Upon receipt of the Cash Contribution, FDOT may apply the funds received to the Needed Transportation Improvement or to any other road construction project that may be mutually agreed upon by FDOT and Volusia County and Flagler County.

Based on proposed development plan and updated significant and adversity test, in accordance with the methodology provided for in section 163.3180(5)(h), Florida Statutes, FDOT shall eliminate the following roadway improvements from the FDOT 2010 Agreement (i) SR 40 (Granada Boulevard), from Williamson Boulevard to Clyde Morris Boulevard and (ii) SR 40 (Granada Boulevard), from Clyde Morris Boulevard to SR 5A (Nova Road).

6. Satisfaction of Transportation Improvement Requirements. Upon payment in full of the Cash Contribution, the Developer shall be deemed to have satisfied all requirements under Chapter 380, F.S., Chapter 9J-2, F.A.0 for the mitigation of the traffic impacts of the DRI on all State roads through the build-out of the Project.

5. Effect and Governing Law. This Restated Agreement shall replace and supersede in all respects the Original Agreement. This Restated Agreement shall be interpreted and governed by Florida law.

6. Remedies. The Parties hereto shall have all rights and remedies provided hereunder and under Florida law with respect to enforcement of the terms of this Restated Agreement and hereby acknowledge and agree that each Party hereto shall have the right and remedy to bring an action for specific performance and other such equitable or injunctive relief as appropriate or

necessary to enforce this Restated Agreement.

7. Notice of Default. No Party shall be considered in default for failure to perform under this Restated Agreement until such Party has received written notice specifying the nature of such default or failure to perform and said Party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

8. Notice. All notices which are required or permitted under this Restated Agreement shall be given to the Parties by certified mail, return receipt requested, hand delivery or express courier, and shall be effective upon receipt when delivered to the Parties at the addresses set forth herein below (or such other address as provided by the Parties by written notice delivered in accordance with this paragraph):

If to Developer: US Capital Alliance, LLC.  
Attn: Glen Fishman  
880 Airport Road, Suite 113  
Ormond Beach, Florida 32174

With a copy to: Booker & Associates, P.A.  
1019 Town Center Drive, Ste 201  
Orange City, Florida 32763  
Attention: Kim C. Booker, Attorney at Law

If to FDOT: FDOT, District 5  
Director of Transportation Development  
719 South Woodland Boulevard  
DeLand, Florida 32720

With a copy to: FDOT, District 5  
Office of General Counsel  
719 South Woodland Boulevard  
DeLand, Florida 32720

9. Amendment. No amendment, modification or other changes in this Restated Agreement shall be binding upon the Parties, unless in writing executed by all Parties hereto.

10. Successors and Assigns Bound. This Restated Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Owners of individual units which have received a building permit are not considered successors or assigns of the Developer.

11. Effective Date. This Restated Agreement shall become effective upon the latest date of execution by all Parties hereto.

12. Counterparts. This Restated Agreement may be executed in seven (7) counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

13. Recording. this Restated Agreement shall be recorded, at the Developer's expense, in the Public Records of Volusia County, Florida and Flagler County, Florida, within thirty (30) days of the Effective Date.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

Florida Department of Transportation, an agency of the State of Florida

ATTEST:

Shirley A. Lisk  
Witness

By: [Signature]  
Print Name: Jared W. Perdue  
FDOT District Secretary  
Date signed: 10/12/2021

[Signature]  
LEGAL REVIEW FDOT

NOTARY CERTIFICATION

STATE OF FLORIDA  
COUNTY OF VOLUSIA

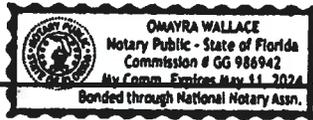
The foregoing instrument was acknowledged before me  in my physical presence or  online remote notary on this 12 day of October, 2021, by Jared W. Perdue. He/She is personally known to me OR who produced as identification.

May 11, 2024  
My Commission Expires

Omayra Wallace  
Signature of Notary

GG 986942  
Serial Number

Omayra Wallace  
Typed, Printed or Stamped Name



ATTEST:

DEVELOPER  
US Capital Alliance, LLC.  
By: Hunter's Ridge Acquisition and Development, LLC., a Delaware limited liability company, its Manager  
By: Hunter's Ridge Manager, LLC., a Delaware limited liability company, its Manager

[Signature]  
Witness

By: [Signature]  
-Glen Fishman, as Manager

NOTARY CERTIFICATION

STATE OF Florida  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me  in my physical presence or  online remote notary on this 5 day of October, 2021, by Glen Fishman, as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company, as Manager of Hunter's Ridge Acquisition and Development, LLC., a Delaware limited liability company, as Manager of US Capital Alliance, LLC., a Florida limited liability company. He is personally known to me OR who produced \_\_\_\_\_ as identification.

March 28, 2024  
My Commission Expires

GG 958871  
Serial Number

[Signature]  
Signature of Notary

Kim C Booker  
Typed, Printed or Stamped Name

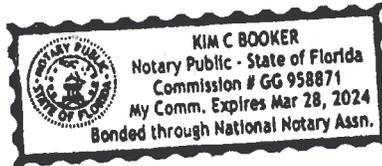


Exhibit 6

EXHIBIT "B-B"

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VOLUSIA CO., FL

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

FLORIDA-GEORGIA VENTURE GROUP, )

Petitioner, )

vs. )

CASE NO. 90-3409DRI

CITY OF ORMOND BEACH, )

Respondent, )

and )

EAST CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL, FLORIDA  
AUDUBON SOCIETY, CITIZENS OF  
ORMOND BEACH, INC. and THE  
DEPARTMENT OF COMMUNITY AFFAIRS )

Intervenors. )

NORTHEAST FLORIDA REGIONAL  
PLANNING COUNCIL and THE  
DEPARTMENT OF COMMUNITY AFFAIRS, )

Petitioners, )

vs. )

CASE NO. 90-3410DRI

FLAGLER COUNTY COMMISSION and  
FLORIDA-GEORGIA VENTURE GROUP, )

Respondents, )

and )

FLORIDA AUDUBON SOCIETY and  
ANNIE JOHNSON AND THE FLAGLER  
CITIZENS FOR AFFORDABLE  
HOUSING, )

Intervenors. )

JOINT STIPULATION OF THE FLORIDA AUDUBON SOCIETY, FLORIDA  
GEORGIA VENTURE GROUP, FLAGLER COUNTY, AND CITY OF ORMOND BEACH

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VOLUSIA CO., FL

Intervenor, Florida Audubon Society, and Petitioner/Respondent Florida Georgia Venture Group, Flagler County, and the City of Ormond Beach hereby stipulate that the entry of a Recommended Order in this proceeding approving the development of regional impact applications of Florida Georgia Venture Group in both the City of Ormond Beach and Flagler County would satisfactorily resolve issues concerning wetlands, wildlife habitat, and endangered species, provided that:

1. The developer removes from development and agrees to convey the lands identified as parcels "A" and "B" on Exhibit A an undivided one half interest in parcels "A" and "B" to the St. Johns River Water Management District and an undivided one half interest to Flagler County for those portions of parcels "A" and "B" located within Flagler County, and an undivided one half interest to the City of Ormond Beach for those portions of Parcels "A" and "B" located within the City of Ormond Beach, subject to the following:

(a) Conveyance of Parcel A shall be by Fee Simple Warranty Deed.

(b) Conveyance of Parcel B shall be by Fee Simple Warranty Deed, reserving to the grantor and its heirs, successors and assigns certain specified timber interests, equestrian use rights, and hunting interests, as further specified below.

2. The above conveyances shall be subject to the following specific deed restrictions:

(a) The use and management of the lands conveyed shall be exclusively for the maintenance, preservation, and restoration of the native upland and wetland ecosystems historically existent on the property and use for compatible environmental education activities and passive recreational activities. No use for any purpose other than those specified above shall be permitted. Any development activities, waste disposal, excavation,

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filling, well drilling, construction, (other than the excavation and filling necessary to restore the natural hydroperiod of the area and limited construction of environmental education facilities such as nature trails and boardwalks) shall be strictly prohibited. Passive Recreation, as used herein shall mean hiking, birdwatching, nature study, fishing, and like activities that do not require the construction of facilities otherwise prohibited by the conservation easement. The use, or possession of off road vehicles, such as all terrain motorcycles, swamp or dune buggies by members of the public will be strictly prohibited on the property. Hunting shall be prohibited, except as specified in Paragraph 5 below. The Florida Audubon Society, a Florida non-profit corporation, shall have standing to enforce the provisions of these deed restrictions, and said fact shall be incorporated in the conveyance of the property in parcels "A" and "B" as provided in Paragraph 1 of this stipulation.

3. Florida Georgia Venture Group agrees to conduct, as may be permitted by the future owners of the property as specified in paragraph (1) above, and at its expense with regard to the use of manpower and equipment, certain environmental restoration activities necessary to reestablish a more natural hydroperiod in parcels "A" and "B" above. The objective of this restoration shall be the elimination of drainage provided by all of the ditches that have been constructed through parcels "A" and "B" as described above. This program will include installation of water control structures in existing ditches, including, without limitation the Hull Cypress Swamp Ditch, so that the current overdrainage of the area is reversed. Within 6 months of the final action by the Land and Water Adjudicatory Commission on this appeal, or within 6 months of the issuance of a Development Order by the City of Ormond Beach or Flagler County for

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VOLUSIA CO., FL

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the Hunters Ridge Project, or any portion thereof, (whichever occurs later) Florida Georgia shall complete; in cooperation with the St. Johns River Water Management District, and as may be permitted by the future owners of the property as specified in Paragraph 1 above, a plan for the restoration of the natural hydroperiod in the above described area. Within one year subsequent to the completion of this plan, the construction elements of the plan shall be completed by Florida Georgia, in cooperation with the St. Johns River Water Management District as may be permitted by the future property owners as specified in Paragraph 1 above. Florida Georgia agrees that it will provide at its own expense, manpower and earthmoving machinery to plug ditches, breach levees or fill berms, and all other physical earth moving work necessary to implement the restoration plan developed in conjunction with the St. Johns River Water Management District. This plan, generally, shall:

(a) Provide for the plugging, or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp.

(b) Provide for gaps in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch.

(c) Plug, or install water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod.

Any delay in the authorization of work to restore the hydroperiod beyond the time frames specified above that may be occasioned by the future landowners, environmental permitting requirements, or other unforeseen

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events shall not relieve Florida Georgia of the obligation to provide manpower and earthmoving equipment to conduct the work specified above.

4. The timber interests retained by Florida Georgia and its heirs, successors and assigns in Parcel "B" shall be for limited silvicultural purposes relative to the harvest of pine trees. It is anticipated, and Florida Georgia agrees, that the hydroperiod restoration required under this stipulation will result in major portions of Parcel "B" undergoing transition to a wetland state that will no longer facilitate the cultivation and harvest of pine. Florida Georgia may continue to exercise pine timber management and harvest on the property once the natural hydroperiod is restored, under a plan acceptable to the St. Johns River Water Management District, Flagler County, and the City of Ormond Beach which is designed to limit pine silvicultural practices to only those compatible with the restored hydroperiod of the area, and which provide a maximization of wildlife benefits, as determined by the St. Johns River Water Management District.

5. Florida Georgia, its heirs, successors and assigns shall retain the right to (in a manner approved by the St. Johns River Water Management District), to conduct equestrian activities on the lands conveyed to the district. The hunting rights to the property shall be retained by Florida Georgia, its heirs, successors, and assigns, for deer and feral hogs only.

6. Florida Georgia and its heirs, successors and assigns shall be entitled to claim "Mitigation Credits" for the hydroperiod restoration work required by Paragraph 3 above to offset any mitigation requirement arising from the construction of the Hunters Ridge Development, including both those phases authorized by the development orders issued as a result of this proceeding, and any future substantial deviation that is specified in

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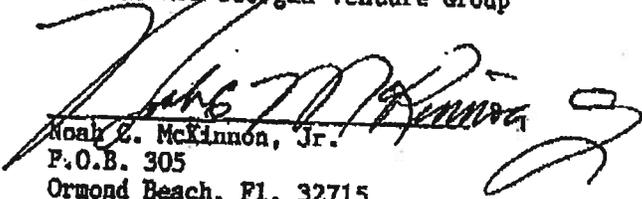
this proceeding. Said mitigation credits shall be available to Florida Georgia provided that such credits are acceptable to the various state and federal regulatory agencies that are not parties to this proceeding. Said credits shall only be applicable on an acre per acre basis within the City of Ormond Beach, and Flagler County, respectively, as to future approvals of substantial deviations, and credits obtained within the jurisdiction of one local government shall not transfer to the other, unless otherwise provided by law.

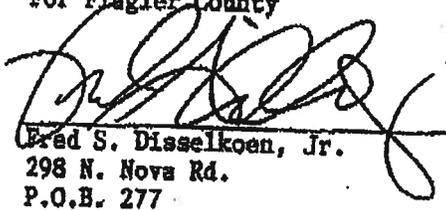
Dated this 6<sup>th</sup> day of December, 1990.

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C.L.  
10/27

  
Charles Lee  
Senior Vice President  
Florida Audubon Society  
1101 Audubon Way  
Maitland, Fl. 32751  
(305) 647-2615

  
J. Doyle Tumbleson  
Kinsey Vincent Pyle Professional  
Association  
150 S. Palmetto Ave.  
Daytona Beach, Fl. 32114  
For Florida Georgia Venture Group

  
Noah C. McKinnon, Jr.  
P.O.B. 305  
Ormond Beach, Fl. 32715  
For Flagler County

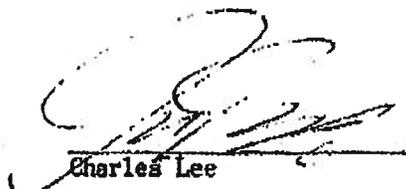
  
Brad S. Disselkoen, Jr.  
298 N. Nova Rd.  
P.O.B. 277  
Ormond Beach, Fl. 32175  
For City of Ormond Beach



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VOLUSIA CO., FL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been provided by U.S. Mail to the following this 6<sup>th</sup> day of December, 1990: J. Doyle Tumbleson, 150 S. Palmetto Ave. BOX A, Daytona Beach, Fl. 32114; Fred S. Disselkoen, Jr. City of Ormond Beach, POB 277, Ormond Beach, Fl. 32175-0277; Gerald S. Livingston, P.O.B. 2151, Orlando, Fl. 32802; Timothy Keyser, POB 92, Interlachen, Fl. 32148; Jonathan Hewett, Central Florida Legal Services, 216 S. 6th St. Palatka, Fl. 32177; Julia Johnson, David Russ, David Jordan, and Steven Pfeiffer, Office of General Counsel, Department of Community Affairs, 2740 Centerview Dr. Tallahassee, Fl. 32399-2100; Linda Loomis Shelley, 902 North Gadsden St. Tallahassee, Fl. 32303; and Noah McKinnon, 595 West Granada Blvd. Ormond Beach, Fl. 32075

  
Charles Lee

This Agreement prepared by and return

After recording to:

Kim C. Booker, Attorney at Law  
Booker & Associates P.A.  
1019 Town Center Drive, Suite 201  
Orange City, Florida 32763

Parcel Identification Numbers:

**FLAGLER COUNTY SCHOOL BOARD IMPACT FEE CREDIT AGREEMENT AND  
CONSENT TO NOPC CHANGES TO DRI DEVELOPMENT ORDER**

*HUNTER'S RIDGE DRI, Flagler County, Florida -1*

**THIS SCHOOL BOARD IMPACT FEE CREDIT AGREEMENT AND CONSENT TO NOPC CHANGES TO DRI DEVELOPMENT ORDER** (hereinafter referred to as this "**Agreement**"), is entered into this 16<sup>th</sup> day of February, 2022, by and between the **FLAGLER COUNTY SCHOOL BOARD**, a Florida school district (hereinafter referred to as the "**Board**"), with a mailing address of 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 (hereinafter referred to as the "**City**"), and **US CAPITAL ALLIANCE, LLC**, a Florida limited liability company, with a mailing address of 880 Airport Road, Ste 113, Ormond Beach, Florida 32174 (hereinafter referred to as the "**Developer**").

**RECITALS:**

A. The Developer is currently the master developer under that certain Development of Regional Impact Development Order ( hereinafter referred to as the DRI Development Order 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. As amended by Resolution No. 66-2021, and recorded in Instrument no. 2021064665 on November 24, 2021, Public Records of Flagler County, Florida (hereinafter referred to as the Hunter's Ridge DRI").

B. The Developer is the owner of that certain parcel of land located in the County of Flagler, Florida which is more particularly described on **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the "**Property**").

B. The Developer and Board have agreed to release the Developer from the obligation under the Hunter's Ridge DRI in Article III of the Exhibit "A" containing Special Conditions regarding Education, which obligates the Developer to dedicate a 45 acre school site or construct such other recreational improvements or pay for other equipment, in exchange for the payment of Three Million and No/100 Dollars (\$3,000,000.00) (hereinafter referred to as "School Concurrency and Capacity Proportionate Share Payment") to the Board on or before 18 months from the date of the approval by the County of the Notice of Provisional Change ("NOPC") to modify Article III of Exhibit "A", Special Conditions allowing for such School Concurrency and Capacity Proportionate Share Payment as full satisfaction of all school concurrency, mitigation and capacity requirements and eliminating all other requirements subject to the terms and conditions set forth herein;

C. Upon receipt of any partial payments toward the the School Concurrency and Capacity Payment, the School Board and County shall allocate one third of said payment to the Donation and two thirds to the Impact Fee Credits until the entire amount is paid in full.

D. In accordance with the Chapter 163, Florida Statutes and Section 17, Impact Fees, of County Code of Ordinances (hereinafter referred as the "County Code"), the City requires developers to pay certain school impact fees for the purpose of paying their fair share of the impacts attributable to development in the County, and on the County's school system.

E. The County and the School Board must provide a means by which the developer will pay a proportionate fair share of the cost of providing the school facilities necessary to serve the development. The County's school impact fee ordinance provides a mechanism for credits against school impact fees for qualifying contributions by developers in the County for contributions of money.

F. The School Board has requested, and the Developer has agreed to pay the School Concurrency and Capacity Proportionate Share Payment to the School Board for school capacity, mitigation and concurrency in exchange for the release of the obligation to donate a school site under the DRI and release of all other obligations under ARTICLE III for payment of equipment or construction of recreational facilities.

G. In exchange for the payment of the School Concurrency and Capacity Proportionate Payment, the Developer shall be entitled to Two Million and No/100 Dollars (\$2,000,000.00) ("Impact Fee Credits") in school impact fee credits to be utilized within zone 8 and One Million and No/100 Dollars (\$1,000,000.00) shall be a donation ("Donation" ) to the School Board for student capacity, concurrency and mitigation for the

entire Hunter's Ridge DRI constituting school capacity and concurrency for 1881 residential units.

H. The Parties agree that the District shall provide the Developer a dollar-for-dollar credit in the amount of Two Million and No/100 Dollars (\$2,000,000.00) in school impact fee credits in the form of the Flagler County Educational Impact Fee Voucher attached hereto as Exhibit "C". Developer may assign the impact fee credits, in whole or in part to third-party(ies). Should the school impact fee or exaction be greater than the above-described credit, the Developer/assignee shall pay the difference at the time the school impact fees are due. The Developer/assignee shall provide the voucher to the local government at the time of the impact fee payment.

I. This Agreement is consistent with the County's Comprehensive Plan, concurrency management system, and all land development regulations, and this Agreement does not replace, supersede, or grant variances to those regulations.

J. The School Board and the Developer now desire to enter into this Agreement to set forth the duties and obligations for such contributions to the School Board, and the school impact fee credits to which the Developer will be entitled.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the County's Land Development Code as it may be amended from time to time, unless otherwise indicated.
2. **School Board Waiver and Consent.** School Board hereby agrees and consents to the deletion and removal of the Developer's requirement in the Hunter's Ridge DRI to donate a school site in Article III, of Exhibit "A", Special Conditions as set forth on Exhibit "B" attached hereto. In consideration of the removal and deletion of the obligations set forth in Article III of the Hunter's Ridge DRI, the Developer shall pay the School Concurrency and Capacity Proportionate Share Payment to the School Board on or before 18 months from the date of the adoption of the Ordinance approving a Notice of Provisional Change by the Flagler County Commission adopting the terms hereof into the Hunter's Ridge DRI.
3. **Impact Fee Credits.** In consideration of the Concurrency and Capacity Proportionate Share Payment made by Developer, the Developer shall be entitled to the qualifying Impact Fee Credits. As such payments are made, one third of

any partial payment shall be apportioned against the Donation and two thirds of any partial payment shall be apportioned to the Impact Fee Credits. The School Board and County agree that the Developer and its successors-in-interest shall enjoy the benefit of qualifying for a credit against any School Impact Fees that may be assessed against the Project and any new construction on the Property up to Two Million and No/100 Dollars (\$2,000,000.00).

4. **Transferability of Impact Fee Credits.** The Impact Fee Credits shall be applicable to School Impact Fees that may be assessed against the Project and for any new construction on the Property. The Impact Fee Credits (vouchers) are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district, or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and receives benefits from the improvement or contribution that generated the credits. In no event shall the Developer or its successor in interest enjoy the benefit of the Impact Fee Credit more than ten (10) years from the Effective Date (*defined below*) of this Agreement. Any unused credit qualification shall be forfeited at the expiration of such ten (10) year period, and in no event shall it be reimbursed or redeemable for cash or other valuable consideration other than the Impact Fee Credit as described herein. ~~The School Board and County agree that any and all School Impact Fees it receives from the Property, regardless of who the current owner of the Property, or any portion thereof, may be, shall be forwarded directly to Developer up to the total amount of the Impact Fee Credits, if said fees are received within ten (10) years from the Effective Date of this Agreement.~~ In the event no Impact Fees are imposed or Impact Fees are eliminated, School Board shall not owe Developer or be liable to Developer for any money compensation or other consideration as a result of this Agreement.
5. **Vesting.** The parties hereto recognize that the Property is within the jurisdiction of the County, and that the County has jurisdiction over the Property for permitting purposes, aside from any other state, federal or regional permitting requirements. The parties further acknowledge and agree that, so long as the Developer obtains a building permit within one year of the Effective Date of this Agreement, the Project shall be fully vested against school concurrency for a period of ten (10) years from the Effective Date of this Agreement as provided in Paragraph 8 below. The School Board and County acknowledges that it shall treat the Project as already existing and shall not issue building permits for other projects which would utilize or consume any of the capacity vested for the Project.
6. **Agreement Recording, Effective Date, and Duration.** Within fourteen (14) days after this Agreement has been executed by all parties hereto, the County or School Board, or at the County's request, the Developer shall record this Agreement with the clerk of the circuit court of Flagler County. Said recording, whether done by the County or the Developer, shall be at the Developer's sole cost and expense. This Agreement shall become effective when it has been so recorded in the Public



Bunnell, Florida 32110

And a Copy to:

County Attorney – General Counsel  
Attn: Al Hadeed, Esquire  
1769 Moody Blvd, Building 2  
Bunnell, Florida 32110  
Email: alhadeed@flagler.org  
Ph.:

If to the School District

Flagler County School Board  
1769 E. Moody Blvd., Bldg. 2  
Bunnell, Florida 32110  
(386) 437-7526

And a Copy to:

School Board Attorney  
Attn: Kristy Gavin, Esquire  
1769 E. Moody Blvd., Building 2  
Bunnell, Florida 32110  
(386) 437-7526

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

9. **Miscellaneous.** The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority, to comply with the terms and conditions of this Agreement. The venue of any litigation arising out of this Agreement shall be Flagler County, Florida. The exhibits attached hereto and incorporated by reference herein is by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Agreement whether express or implied, is intended or shall be

construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. This Agreement may not be changed, amended, or modified in any respect whatsoever, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by all of the parties hereto. Failure to enforce any provision of this Agreement by any party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

10. **Attorneys' Fees.** Should any litigation arise between the parties, the prevailing party shall be entitled to collect from the non-prevailing party, all of the prevailing party's fees and costs, at all trial and appellate levels.
11. **Captions.** Headings of a particular paragraph of this Agreement are inserted only for convenience and are in no way to be construed as part of the agreement or as a limitation of the scope of the paragraphs to which they refer.
12. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's execution of this Agreement is deemed invalid for any particular purpose, the sections for which the execution is valid shall remain in full force and effect.
13. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Developer and their successors and assigns in interest, and the County and their successor and assigns in interest and the School Board and their successors and assigns in interest. This Agreement does not, and is not intended to, prevent or impede the County or School Board from exercising its legislative authority as the same may affect the Property.
14. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the Effective Date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.
15. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Flagler County, Florida.
16. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.
17. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and

agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the County's Comprehensive Plan and does not in any way rescind or modify any provisions of the County's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

*[Remainder of this page left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Developer and the City have executed this Agreement.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness 1  
Marlene Hart  
Print Name of Witness 1

[Signature]  
Witness 2  
Jill Kosow  
Print Name of Witness 2

“Developer”

US CAPITAL ALLIANCE, LLC, a Florida  
limited liability company,

By: Hunter's Ridge Acquisition and  
Development LLC, a Florida limited  
liability company, its Manager

By: [Signature]  
Glen Fishman, Manager

STATE OF ~~FLORIDA~~ New York,  
COUNTY OF New York

The foregoing instrument was acknowledged before me by means of  physical  
presence, or  online notarization, this 15<sup>th</sup> day of February, 2022 by Glen Fishman,  
Manager of Hunter's Ridge Acquisition and Development, LLC, a Florida limited liability  
company, the Manager of US CAPITAL ALLIANCE, LLC. a Florida limited liability  
company,  who is personally known to me, or  produced  
Driver's License as identification.

[Affix Notary Stamp]

JULIET B MARKOWITZ  
NOTARY PUBLIC STATE OF NEW YORK  
QUEENS COUNTY  
LIC. #01MA6226447  
COMM. EXP. 8/9/2022

[Signature]  
Signature of Notary Public  
Printed Name: Juliet Markowitz  
Commission No.: 01MA6226447  
Commission Expires: 8/9/2022

[Signature page for the Flagler County School Board follows.]

**FLAGLER COUNTY SCHOOL BOARD, a  
district of the State of Florida**

By: [Signature]

Date: 2.15.2022

**ATTEST:**

By: [Signature]

Date: 2/15/22

Mailing Address:  
Flagler School Board

STATE OF FLORIDA     )  
COUNTY OF FLAGLER    )

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization, this 15<sup>th</sup> day of February, 2022 by Trevor Tucker and Cathy Mattelstadt, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the FLAGLER COUNTY SCHOOL BOARD, Florida.

[Affix Notary Stamp]



[Signature]  
Signature of Notary Public  
Printed Name: Kristy J Gavin  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Approved as to form and legality for use and reliance by the **COUNTY OF FLAGLER**, Florida

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved by Commission: \_\_\_\_\_  
Flagler County Commission Chairman: \_\_\_\_\_  
Clerk of Flagler County: \_\_\_\_\_

[Exhibits follow.]

**Exhibit A- Legal Description of School Site**

**45 acre School site as conceptually depicted on the Master Development Plan and referenced within Article III, Exhibit A of the Special Conditions of the Hunter's Ridge DRI**

**Exhibit "B"**

**Amendment to Hunter's Ridge DRI to be approved by County of Flagler**

**Exhibit A**  
**HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

remain undivided) or the platting process (if the property is proposed to be subdivided); or

- b. Follow the Planned Unit Development (PUD) approval process for the specific use permitted within the cluster. If the property is to remain undivided, the site plan approval process may be pursued. If the property is proposed to be subdivided, the platting process shall be followed; or
- c. If only portions of the cluster are proposed to be developed or a phased approach to development of the cluster is desired, a master concept plan shall be prepared for the entire cluster and the specific portion of the cluster to be developed shall follow the development processes listed in a. or b. above.

In addition to these processes, applicable concurrency requirements within this DRI Development Order shall still apply, as well as stormwater and environmental permitting, building permits, applicable impact fees, and other applicable local, state, and federal regulations.

**Section III. Concurrency**

[Note: For purposes of the DRI Development Order's Concurrency obligations, the term "Developer" shall be utilized; however, in its context herein, "Developer" shall be synonymous with "Owner" and "Applicant" as previously referenced.]

1. **Education.** The Developer has previously prepared a deed for an approximately 45 acre school site on Airport Road to the Flagler County School Board, which has not yet been recorded and was returned to the Developer.

a. **Educational Facilities.** The Developer, the Flagler County School Board, and Flagler County have agreed to allow the Developer to pay the sum of \$3,000,000.00 ("School Concurrency and Capacity Proportionate Share Payment") to the Flagler County School Board to satisfy all of its capacity, mitigation and concurrency requirements for the development within the Hunter's Ridge DRI Property. In exchange for said School Concurrency and Capacity Proportionate Share Payment, the Developer shall receive the sum of \$2,000,000.00 ("School Impact Fee Credits") in school impact fee credits from the County and the balance of \$1,000,000.00 ("Donation") shall be a donation by the

**Exhibit A**  
**HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

Developer. Such credits shall be automatically granted by the County when payment is made in part or in full and such amounts shall be deposited in an impact fee credit account held by the County of Flagler that may be assigned by the Developer to third parties. One-Third of any partial payments made by the Developer to the School Board shall be credited against the Donation and two-thirds of any partial payments made by the Developer to the School Board shall be deposited as an Impact Fee Credit. The entire sum of the School Concurrency and Capacity Proportionate Share Payment shall be due no later than 18 months from the date of the approval by the Flagler County Commission of the NOPC incorporating these changes and incorporating herein as Exhibit 7, attached hereto, the School Board Impact Fee Credit Agreement executed between the Flagler County School Board and the Developer. All prior conditions or requirements under this Article III shall be waived.

b. **Education Transportation.** The previous Developer paid \$140,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to the Flagler County School Board to be used to purchase one (1) 80-passenger school bus.

**2. Fire Protection/Emergency Medical Services.**

- a. **Site.** The Developer has previously issued a deed for an approximately 6.21 acre site to Flagler County for the purpose of constructing a public safety facility. As of the date of the approval of this DRI D.O., Flagler County has not accepted and recorded the deed conveying this parcel. The Developer is hereby authorized to utilize this site as for residential property provided that the Developer conveys an alternative site consisting of a minimum of five (5) upland acres within the Regional Park or an alternate site with direct road access, said alternative site conditioned upon acceptance by the County. The deed for the parcel previously received shall be returned by the County to the Developer within sixty (60) days after receipt of a warranty deed from the Developer to the County conveying the alternative site parcel. The Developer shall be responsible for providing a warranty deed, paid taxes, and title insurance for this public safety site or any site subsequently conveyed. The Developer shall provide the property in an acceptable manner by the time periods set forth below. The location of the public safety site may be modified in the future by agreement between the Developer and Flagler County

## Exhibit C- Form of Voucher



## FLAGLER COUNTY EDUCATIONAL IMPACT FEE VOUCHER

Voucher No: \_\_\_ / \_\_\_

Pursuant to the Proportionate Share Mitigation Agreement between Flagler County School Board (FCSB) and \_\_\_\_\_ made on \_\_\_\_\_, 2021, \_\_\_\_\_ is entitled to \_\_\_ school impact fee credits on a dollar for dollar basis, by providing Proportionate Share Mitigation in the amount of \$ \_\_\_\_\_ to reserve capacity, pursuant to Florida law. Each credit shall be for one (1) **single-family** residential unit education impact fee, but in an amount not to exceed \$ \_\_\_\_\_. This voucher shall be applied to the **single-family** residential unit educational impact fee due from a permit application for the below-described lot/unit, pursuant to the Proportionate Share Mitigation Agreement for the \_\_\_\_\_ Development, File Number 21-\_\_\_\_\_.

Builder:

Street Address:

Lot/Parcel ID:

Signature of Builder: \_\_\_\_\_

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

(Signature of an Authorized Agent of the School Board)

**ONCE A CERTIFICATE IS REDEEMED A COPY MUST BE RETURNED TO FCSB PLANNERS OFFICE**

**P.O. Box 755**

**Bunnell, FL 32110**

**Exhibit A**  
**HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

**THIS DEVELOPMENT ORDER** effective this ~~20th~~<sup>16th</sup> day of ~~February 2023~~<sup>May 2022</sup> by and between US Capital Alliance, LLC, a Florida limited liability company (hereinafter referred to as the "Owner" or "Applicant" and/or the "Developer" as appropriate herein) the successor in interest of Hunter's Ridge Residential Golf Properties, Inc., Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., as the owner of the DRI Property (the "Developer") and the Flagler County Board of County Commissioners, a political subdivision of the State of Florida (the "County").

**WHEREAS**, on January 25, 1990, Flagler County adopted Resolution 90-3A constituting the Development Order for the approximately 3,~~865~~<sup>840</sup> acre Flagler County portion of the Hunter's Ridge Development of Regional Impact (DRI) ("DRI Property"); and

**WHEREAS**, the Department of Community Affairs intervened in an appeal of the Development Order and the Division of Administrative Hearings issued a Recommended Order May 28, 1991 and rendered an Amended Final Development Order recorded in Official Records Book 455, Page 1019, of the Public Records of Flagler County, Florida; and

**WHEREAS**, on April 6, 1992 Flagler County adopted the First Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, on December 1, 1997 Flagler County adopted Resolution No. 97-79A constituting the Second Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, on December 15, 2003, Flagler County adopted Resolution No. 2003-208 constituting the Third Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, on November 15, 2010, Flagler County adopted Resolution No. 2010-61 constituting the Fourth Amendment to the Hunter's Ridge Development Order; and

**WHEREAS**, on September 20, 2021, Flagler County adopted Resolution No. 2021-66 constituting the Fifth Amendment to the Hunter's Ridge Development Order; and

**Exhibit A  
HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

WHEREAS, on May 16, 2022, Flagler County adopted Resolution No. 2022-31 constituting the Sixth Amendment to the Hunter's Ridge Development Order; and

**WHEREAS,** the Developer submitted an application for a Notice of Proposed Change ("NOPC") on July 18~~April 5~~, 2022 (hereinafter referred to as "NOPC Application") requesting changes to Development Order related to the former school site and proposed sports and recreation complex, together with a revised Exhibit 1, Map H, Revised Development Plan, depicting the designation~~the education subsection in the concurrency section of the former school site and former library site as areas for residential development, but without an increase in density within the Hunter's Ridge DRI~~conditions and adopting a School Board Impact Fee Credit Agreement; and

**WHEREAS,** the NOPC Application has been reviewed pursuant to Section 380.06, Florida Statutes, for the Hunter's Ridge DRI on the DRI Property and pursuant to Flagler County Land Development Code; and

**WHEREAS,** the Flagler County Board of County Commissioners, in its capacity as the local planning agency and governing body for consideration of an NOPC Application, has duly noticed and on January 9, 2023~~May 16, 2022~~ held a public hearing on the NOPC Application and continued the public hearing to February 20, 2023 and afforded the public and all affected parties an opportunity to be heard and to present evidence; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Flagler County, Florida, in a final public hearing duly constituted and assembled on February 20, 2023~~May 16, 2022~~, that the NOPC for Development Approval for the Hunter's Ridge DRI is hereby approved through a majority vote, based upon the following Findings of Fact and Conclusions of Law, and the consent and agreement of the Developer, and subject to the following terms and conditions, pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable State laws and the codes and ordinances of Flagler County:

**Section I. Findings of Fact and Conclusions of Law**

1. The above Recitals/Whereas clauses are hereby adopted and incorporated into this Development Order.

**Exhibit A**  
**HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

2. The DRI Property is not in an area designated as an Area of Critical State Concern pursuant to the provisions of Section 380.05, Florida Statutes.
3. The Developer is the owner of and has the authority to file this NOPC Application for Development Approval ("NOPC Application") and obtain an amended Development Order with respect to the DRI Property in accordance with Section 380.06, Florida Statutes, Section 163.3167, Florida Statutes, and the Code of Ordinances~~code and ordinances~~ of Flagler County.
4. The County has conducted a diligent evaluation and review of all the ADA and Sufficiency Response materials as part of the development review process; however, the Developer and the County acknowledge that the County has not created any independent work project or analysis for the DRI Property.
5. This Development Order for Hunter's Ridge is consistent with the State's Comprehensive Plan adopted pursuant to~~as set forth at~~ Chapter 187, Florida Statutes.
6. This Development Order for Hunter's Ridge is consistent with the Strategic Regional Policy Plan ("SRPP") as adopted by the Northeast Florida Regional Council ("NEFRC").
7. This Development Order for Hunter's Ridge is consistent with the County's Comprehensive Plan and the County's Land Development Code ("LDC").
8. The public hearings to consider this Development Order were properly noticed and held by the Flagler County Board of County Commissioners pursuant to Section 380.06, Florida Statutes, and the code and ordinances of Flagler County.
9. The Developer's authorized representative is Jake Beren, COO, whose principal place of business is 880 Airport Road, Ormond Beach, Florida 32174; and whose telephone number is (386) 843-5507.
10. Implementation of this Development Order for Hunter's Ridge pursuant to the ADA was determined to be consistent with the achievement of the objectives of the adopted State Comprehensive Plan, as codified at Chapter 187, Florida Statutes, and will not unreasonably interfere with the achievement of those objectives.
11. This Development Order for Hunter's Ridge constitutes final DRI approval as more particularly described in Section II. Development Approval, as originally described in

**Exhibit A**  
**HUNTER'S RIDGE DRI DEVELOPMENT ORDER**

the ADA, is subject to the terms and conditions of this Development Order provided, however, that any and all approvals not specifically made or provided for herein are subject to further development review.

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**EXHIBITS**

- Exhibit 1 Map H, Revised Development Plan
- Exhibit 2 Flagler County/City of Ormond Retail Water and Wastewater Service Agreement
- Exhibit 3 Conservation Park Area Agreement
- Exhibit 4 Stormwater Pollution Prevention Plan
- Exhibit 5 Revised Proportionate Share Agreement
- Exhibit 6 Joint Stipulation
- Exhibit 7 School Board Impact Fee Credit Agreement

**Section II. Development Approval**

- 1. Land Development Approval.** The DRI may be developed up to the maximum densities and intensities provided herein within appropriate use cluster areas and timed per the phases all as indicated in the Hunter's Ridge Development Table (Flagler County) and Hunter's Ridge Cluster Use Development Table (Flagler County), as graphically depicted in Revised Map H, and in accordance with the Flagler County Comprehensive Plan, Flagler County Land Development Code (LDC), and other applicable Local, State, and Federal laws and in conjunction with the other terms and conditions contained herein.
- 2. Comprehensive Plan Future Land Use.** The approximately 3,865 - acre Flagler County portion of the Hunter's Ridge Development of Regional Impact ("DRI") ("DRI Property") shall be composed of the following two areas as depicted on Revised Map H (Exhibit 1):
  - a. The Development Area (approximately 1,862 acres) as shown on Revised Map H shall have a Future Land Use of Mixed Use: Low Intensity, Low/Medium Density Residential (maximum residential density established as not more than seven (7) units per acre calculated on a gross acreage basis) as described in the Flagler County Comprehensive Plan. This Development Area is further divided into sub-areas as clusters.

**Exhibit A  
HUNTER’S RIDGE DRI DEVELOPMENT ORDER**

b. The Conservation/Regional Park Area (approximately 1,976 acres) as shown on Revised Map H shall have a Future Land Use of Conservation as described in the Flagler County Comprehensive Plan and has been conveyed by Warranty Deed to the County subject to a Conservation Park Agreement and Conservation Easement.

**3. Hunter’s Ridge Development Table (Flagler County).** This table shall represent the maximum overall development approval within Flagler County, excluding public facilities and recreational amenities, and subject further to other terms and conditions contained herein.

<b>TABLE 1. Hunter's Ridge Development Table (Flagler County)</b>	
<b>Uses by Phase</b>	<b>Total</b>
Low Density	1,110 Units
Medium/High Density	1,192 Units
Mixed Use Office/ <u>Retail</u> <del>Retails</del> /Service	<u>400,238</u> <del>324,245</del> SF
Light Industrial	<u>166,795</u> <del>242,788</del> SF
Total Residential - Flagler County	2,302 Units
Total Residential - Vested by Others	421 Units
Total Residential Remaining	1,881 Units
Total Non-Residential	567,033 SF

Note: The square footages above shall not include any permitted governmental, utility, and recreational square footage necessary to service the community or provided as part of a regional park amenity.

- a. Office/Retail/Services are combined as a mixed use to better reflect the diversity of uses that need to occur in these clusters to provide the maximum residential transportation trip capture.
- b. Phasing Duration and Commencement of DRI. The DRI shall be developed in one phase as identified above. The sequence of development may be altered and

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proceed based upon consent from Flagler County without a Notice of Proposed Change (“NOPC”) modification being required so long as the transportation mitigation and all other obligations herein are met. Flagler County may condition any development approval on satisfaction of obligations not yet performed which remain due.

- c. Build-out and Expiration. The projected build-out date for all DRI development improvements that are the obligation of the Developer is November 30, 2035. The DRI termination and DRI Development Order expiration dates are established as November 30, 2037. Any extensions of the DRI build-out, termination, or expiration dates shall be governed by the provisions of Section 380.06, ~~(19)(c)~~, Florida Statutes. The time period for commencement of physical development, build-out, termination, phasing dates, and deadlines shall be tolled during the period of any appeal pursuant to Section 380.07, Florida Statutes.

**4. Hunter’s Ridge Cluster Use Development Table (Flagler County).** This table shall represent the permitted use category by cluster and maximum density/intensity permitted per cluster for development within Flagler County, excluding public facilities and recreational amenities, and subject further to other terms and conditions contained herein.

<b>TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)</b>				
<b>Development Pod</b>	<b>Cluster Use</b>	<b>Gross Acres</b>	<b>Maximum Density/ Intensity</b>	<b>Max. Ht.</b>
Ashford Lakes - Vested	Low Density Residential	87.71	77 Units	35 ft
Huntington Woods - Vested	Low Density Residential	24.03	70 Units	35 ft
Huntington Townhomes - Vested	Low Density Residential	103.74	183 Units	35 ft
Huntington Lakes - Vested	Low Density Residential	81.03	77 Units	35 ft
Deerfield Estates - Vested	Low Density Residential	18.39	14 Units	35 ft

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<b>TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)</b>				
<b>Development Pod</b>	<b>Cluster Use</b>	<b>Gross Acres</b>	<b>Maximum Density/ Intensity</b>	<b>Max. Ht.</b>
Ironwood	Medium Density Residential	15.9	6-10 Units/Ac.	35 ft
<del>Plumeria Phase 1 County Sports &amp; Rec Complex</del>	<del>Medium Density Residential Public Recreation</del>	<del>48.064</del> 3	<del>6-10 Units/Ac.</del> N/A	35 ft
Plumeria <u>Phase 2</u>	<u>Medium</u> <del>Low</del> Density Residential	<u>6.4348</u> 0	<u>6-10</u> <del>0-5</del> Units/Ac.	35 ft
Mace	Low Density Residential	54.87	0-5 Units/Ac.	35 ft
Iris Phase 2	Low Density Residential	23.15	0-5 Units/Ac.	35 ft
Iris Phase 1	Low Density Residential	20.7	0-5 Units/Ac.	35 ft
Indigo	Medium Density Residential	23.03	6-10 Units/Ac.	50 ft
Celadine	Low Density Residential	21.3	0-5 Units/Ac.	50 ft
Recreation Area A	Private Indigo Recreation	5.08	N/A	35 ft
Sumac	Mixed Use Office/Retail/Service	5.74	<u>126,000</u> <del>50,007</del> SF	45 ft
Plum Creek Parcel	Park of Commerce (under previous D.O.)	3.15	N/A	N/A
Plum Creek Parcel	Park of Commerce (under previous D.O.)	17.12	N/A	N/A
Recreation Area B	Community Recreation	0.89	N/A	35 ft

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<b>TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)</b>				
<b>Development Pod</b>	<b>Cluster Use</b>	<b>Gross Acres</b>	<b>Maximum Density/ Intensity</b>	<b>Max. Ht.</b>
Amber Woods	Low Density Residential	9.73	0-5 Units/Ac.	35 ft
Hemlock	Light Industrial	6.15	102,000 SF	50 ft
Mint	Medium Density Residential	16.34	6-10 Units/Ac.	50 ft
Orchid	Low Density Residential	31.73	0-5 Units/Ac.	35 ft
Recreation Area C	Community Recreation	5.11	N/A	35 ft
Damiana Phase 1	Medium Density Residential	36.44	6-10 Units/Ac.	50 ft
Damiana Phase 2	Medium Density Residential	29.58	6-10 Units/Ac.	50 ft
Recreation Area D	Community Recreation	6.3	N/A	35 ft
Coriander	Medium Density Residential	65.6	6-10 Units/Ac.	50 ft
Turmeric Phase 1	Medium Density Residential	17.87	6-10 Units/Ac.	50 ft
Turmeric Phase 2	Medium Density Residential	14.76	6-10 Units/Ac.	50 ft
Lavender	<del>High</del> Medium Density Residential	21.73	<del>11-15</del> 6-10 Units/Ac.	50 ft
Saffron Phase 1	Medium Density Residential	10.12	6-10 Units/Ac.	50 ft
Saffron Phase 2	Medium Density Residential	13.44	6-10 Units/Ac.	50 ft
Recreation Area E	Community Recreation	2.78	N/A	35 ft

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<b>TABLE 2. Hunter's Ridge Cluster Use Development Table (Flagler County)</b>				
<b>Development Pod</b>	<b>Cluster Use</b>	<b>Gross Acres</b>	<b>Maximum Density/ Intensity</b>	<b>Max. Ht.</b>
Alder	Mixed Use Office/Retail/Service	2.91	25,352 SF	45 ft
Laurel	Mixed Use Office/Retail/Service	7.68	66,908 SF	45 ft
Primrose	Mixed Use Office/Retail/Service	27.53	239,841 SF	45 ft
Location TBD	Light Industrial	TBD	<u>64,795</u> <del>140,788</del> SF	50 ft

Note: Refer to Table 1 for Maximum Non-Residential Square Footages and Maximum Number of Residential Units

- a. Maximum and Minimum Densities per residential land use cluster shall be as follows:

Low Density Residential: 0-5 units per acre

Medium Density Residential: 6-10 units per acre

High density Residential: 11-15 units per acre

- b. Maximum Intensities for each non-residential cluster shall be as listed in the Hunter’s Ridge Cluster Use Development Table (Flagler County) above, but less than the overall maximum density in total as listed in the Hunter’s Ridge Development Table (Flagler County).
- c. Calculation of densities and intensities within clusters (“Cluster Use Area”) shall be inclusive of the entire cluster area including, but not limited to: developed areas; stormwater; roads; infrastructure; open space; preserve; setbacks; and the like. For example, if the cluster is twenty (20) acres in size and the maximum density is five (5) units per acre, then the maximum number of units for the cluster totals one hundred (100) units.

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- d. Uses within any cluster cannot exceed the maximum density and intensity within any cluster. It is understood that low density residential may not only develop as single family residential dwellings on individual lots, but could be a variety of housing types meeting the density thresholds.
- e. Essential public utilities may be allowed within any of the land use categories shown on Revised Map H, except conserved wetlands subject to compliance with applicable permitting law.

**5. Change in Cluster Use Areas.** The Applicant may increase or decrease the amount of particular development within a Cluster Use Area without filing a Notice of Proposed Change so long as the maximum density/intensity of that Cluster Use Area is not exceeded, upon approval by the Flagler County Board of County Commissioners, provided that:

- a. Residential density levels within clusters can be reduced. If a lower density is developed than the Cluster Use Area would otherwise permit, it shall be restricted upon final plan or final plat approval to the lower density.
- b. Low Density Residential shall not be increased in density intensity.
- c. Industrial lands cannot be reduced from light industrial to be used for retail, office, service, or other non-residential or residential uses without an NOPC.
- d. So long as the change in Cluster Use Areas is consistent with the criteria above, no additional DRI approvals shall be required for the conversion.

A Notice of Proposed Change shall be required, consistent with the requirements and thresholds of Section 380.06~~(19)~~, Florida Statutes, before the maximum density/intensity within any Cluster Use Area is exceeded.

**6. Subsequent Development Order Approvals and Cluster Development.** As each cluster is proposed to be opened for development, the Applicant shall, at their sole discretion, but subject to approval by the Flagler County Board of County Commissioners, take one of the following approaches in developing the cluster:

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- a. Request to designate the cluster as a specific zoning district classification as included in the LDC consistent with the Comprehensive Plan's Future Land Use designation for the DRI Property and the cluster use designated herein and by Revised Map H when applying for site plan approval (if the property is proposed to remain undivided) or the platting process (if the property is proposed to be subdivided); or
- b. Follow the Planned Unit Development (PUD) approval process for the specific use permitted within the cluster. If the property is to remain undivided, the site plan approval process may be pursued. If the property is proposed to be subdivided, the platting process shall be followed; or
- c. If only portions of the cluster are proposed to be developed or a phased approach to development of the cluster is desired, a master concept plan shall be prepared for the entire cluster and the specific portion of the cluster to be developed shall follow the development processes listed in a. or b. above.

In addition to these processes, applicable concurrency requirements within this DRI Development Order shall still apply, as well as stormwater and environmental permitting, building permits, applicable impact fees, and other applicable local, state, and federal regulations.

**Section III. Concurrency**

[Note: For purposes of the DRI Development Order's Concurrency obligations, the term "Developer" shall be utilized; however, in its context herein, "Developer" shall be synonymous with "Owner" and "Applicant" as previously referenced.]

- 1. Education.** The Developer has previously prepared a deed for an approximately 45 acre school site on Airport Road to the Flagler County School Board, which has not yet been recorded and was returned to the Developer.
  - a. Educational Facilities. The Developer, the Flagler County School Board, and Flagler County have agreed to allow the Developer to pay the sum of \$3,000,000.00 ("School Concurrency and Capacity Proportionate Share Payment") to the Flagler County School Board to satisfy all of its capacity,

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mitigation and concurrency requirements for the development within the Hunter's Ridge DRI Property. In exchange for said School Concurrency and Capacity Proportionate Share Payment, the Developer shall receive the sum of \$2,000,000.00 ("School impact Fee Credits") in school impact fee credits from the Flagler County School Board and the balance of \$1,000,000.00 ("Donation") shall be a donation by the Developer. Such credits shall be automatically granted by the Flagler County School Board when payment is made in part or in full and such amounts shall be deposited in an impact fee credit account held by the Flagler County School Board that may be assigned by the Developer to third parties. One-third of any partial payments made by the Developer to the School Board shall be credited against the Donations and two-thirds of any partial payments made by the Developer to the School Board shall be deposited as an Impact Fee Credit. The entire sum of the School Concurrency and Capacity Proportionate Share Payment shall be due no later than 18 months from the date of the approval by the Flagler County Commission of the NOPC incorporating these changes and incorporated herein as Exhibit 7, attached hereto, the School Board Impact Fee Credit Agreement executed between the Flagler County School Board and the Developer. All prior conditions or requirements under this Article III shall be waived.

- b. Education Transportation. The previous Developer paid \$140,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to the Flagler County School Board to be used to purchase one (1) 80-passenger school bus.

**2. Fire Protection/Emergency Medical Services.**

- a. Site. The Developer has previously issued a deed for an approximately 6.21 acre site to Flagler County for the purpose of constructing a public safety facility. As of the date of the approval of this DRI D.O., Flagler County has not accepted and recorded the deed conveying this parcel. The Developer is hereby authorized to utilize this site as for residential property provided that the Developer conveys an alternative site consisting of a minimum of five (5) upland acres within the Regional Park or an alternate site with direct road access, said alternative site conditioned upon acceptance by the County. The deed for the parcel previously received shall be returned by the County to the Developer within sixty (60) days after receipt of a warranty deed from the Developer to the County conveying the alternative site parcel. The Developer shall be responsible for providing a warranty deed, paid taxes, and title insurance for this public safety site or any site subsequently

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conveyed. The Developer shall provide the property in an acceptable manner by the time periods set forth below. The location of the public safety site may be modified in the future by agreement between the Developer and Flagler County without the need for modification of this Development Order through a Notice of Proposed Change.

- b. Site Preparation. In addition to conveyance of the land for the public safety facility, the Developer, or a subsequent Municipal Service Taxing Unit ("MSTU") or Community Development District ("CDD"), shall provide the wetland mitigation and fill necessary to enable the public safety facility and appurtenant improvements to be permitted and constructed. This wetland mitigation and fill shall be done prior to the final platting or site plan approval of 750 residential units or 100,000 square feet of non-residential space, whichever shall occur first, and shall be at the sole expense of the Developer. Any site planning and/or architectural services and expenses related thereto that may be required, which are beyond the specific requirements of the Developer listed herein, shall be Flagler County's responsibility.
- c. Public Safety Facility. The Developer shall also, in addition to this conveyance of land, pay Flagler County the sum of Two Million Dollars (\$2,000,000) for the purpose of constructing a public safety facility on said property. The specification of the public safety building is planned as follows: the total square footage of the planned public safety building is 6,188 square feet, consisting of 3,500 square feet for three bays and 2,688 square feet of operations/living space. The bay area will be able to house up to five (5) vehicles/apparatus. The operations/living area will include office space, storage space, and individual gender-specific sleeping quarters for a minimum of six (6) firefighters, medical supply storage room, radio control room, decontamination room, kitchen, dining area, and living room. The bay area includes a decontamination area with eyewash, decontamination shower, and a sink basin. The bay area will also be outfitted with a vehicle exhaust extraction system. A generator, of sufficient size and capacity to power the entire building in the event of extended power outages, will additionally be provided. The public safety building will be built to the most recent codes and standards adopted by the State of Florida, which incorporate the International Code Council ("ICC") and National Fire Protection Association ("NFPA") standards. The building plans will include fire alarm and fire sprinklers throughout, accompanied by smoke and carbon monoxide detectors. Additional office square footage of not less than 400 s.f. and no more than 1,000 s.f. will be incorporated into the building plans to

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accommodate a future Sheriff's substation as part of a second phase. The building will also have energy efficiency standards built into the facility.

The public safety building amount shall be provided by the Developer to the County in two payments: an initial payment of One Million Dollars (\$1,000,000) shall be made upon the issuance of building permits for 500 residential units or 125,000 square feet of non-residential space, whichever occurs first; and the second payment of One Million Dollars (\$1,000,000) shall be made upon the issuance of building permits for 1,000 residential units or 250,000 square feet of non-residential space, whichever occurs first. Prior to the final platting or site plan approval of 750 residential units or site plan approval of 175,000 square feet of non-residential space, whichever occurs first, the Developer shall either provide the initial payment to the County or provide a financial surety acceptable to the County guaranteeing the initial payment. Prior to the final platting or site plan approval of 1,250 residential units or site plan approval of 250,000 square feet of non-residential space, whichever occurs first, the Developer shall either provide the second payment to the County or provide a financial surety acceptable to the County guaranteeing the second payment.

- d. Ambulance. The previous Developer paid \$200,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to Flagler County for the purchase of an ambulance.
- e. Quick Attack Truck. The Developer shall pay Flagler County the sum of One Hundred Forty Thousand Dollars (\$140,000) for the purchase of a quick attack truck. Payment shall be due upon the issuance of 500 residential building permits, or the final platting or site plan approval of 1,000 residential units, or site plan approval of 100,000 square feet of non-residential space, whichever occurs first. In lieu of payment to Flagler County, the Developer may post a financial surety acceptable to the County guaranteeing funding for the quick attack truck upon the final platting or site plan approval of 750 residential units or site plan approval of 75,000 square feet of non-residential square footage, whichever occurs first.
- f. Fire Engine. The Developer shall pay Flagler County the sum of Six Hundred Thousand Dollars (\$600,000) for the purchase of a fire engine. Payment shall be due upon the issuance of 1,000 residential building permits, or the final platting or site plan approval of 1,500 residential units, or site plan approval of 250,000 square feet of non-residential space, whichever occurs first. In lieu of payment to the

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County, the Developer may post a financial surety acceptable to the County guaranteeing funding for the fire engine upon the final platting or site plan approval of 1,000 residential units or site plan approval of 175,000 square feet of non-residential square footage, whichever occurs first.

- g. Should Flagler County agree to alternative arrangements (including but not limited to contracts for service with adjacent governments and service providers), an alternate site, or alternate equipment to satisfy the public safety requirements of the Hunter's Ridge community, the election by Flagler County of these alternatives shall not cause modification of the DRI Development Order through an NOPC.

**3. Law Enforcement.** The Developer shall be required to provide a combined public safety site as described above for the public safety needs of the DRI Property. To provide the minimum law enforcement capacity needed to serve the Flagler County portion of the DRI Property, the Developer shall provide the following in addition to providing a Sheriff's substation as part of the public safety building:

- a. The Developer shall pay Flagler County the sum of Ninety Thousand Dollars (\$90,000) for the purchase of up to three (3) Sheriff's Deputy patrol cars, to be provided as follows: the previous Developer paid \$30,000 – as part of the \$1,170,000 Developer payment made on November 16, 2010 – to the Flagler County Sheriff's Office for the purchase of a patrol car, with the sum of Thirty Thousand Dollars (\$30,000) for purchase of the second car provided to the Flagler County Sheriff's Office prior to the issuance of the 1,000th residential dwelling building permit. The Developer shall provide the Flagler County Sheriff's Office the sum of Thirty Thousand Dollars (\$30,000) for the purchase of a third car prior to the issuance of the 1,800th residential dwelling permit. In lieu of payment, the Developer may post a financial surety acceptable to the County guaranteeing funding for the third and final patrol car prior to issuance of permits for any development exceeding the issuance of the 1,800th residential dwelling permit. The amounts listed herein for purchase of these patrol cars shall increase by Five Hundred Dollars (\$500) per year or in accordance with the financial obligation decelerator/accelerator clause included under General Conditions, Section 6, whichever amount is greater.

**4. Recreation and Open Space.** The Developer is hereby required to provide the following recreational amenities within the DRI Property: a Conservation/Regional Park Area (approximately 2,000 acres); the Open Space/Preservation Areas between

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the Development Clusters (approximately 700 acres); ~~a former School Site parcel (approximately 50 acres), which is proposed to have community park type recreational facilities;~~ and a Government Use Area/Regional Park (approximately 45 acres), which will be used primarily for recreation, open space, and wetland/preservation mitigation. In addition to these recreation and open space acreages, facilities, and amenities, the Developer shall provide a minimum of 25 acres of neighborhood parks in five Recreation Areas and other recreational amenities, including an integrated trail system as described below, meeting the Flagler County Comprehensive Plan minimum requirements. The location of these five Recreation Areas is as set forth on Revised Map H (Exhibit 1). The neighborhood parks and recreational improvements to be provided by the Developer pursuant to this Development Order are further described as follows:

- a. Any of the five neighborhood parks shall be accessible to all the residential units within the Hunter's Ridge DRI whether located within Flagler or Volusia County; however, the parks may be universally controlled by the Developer, or a Master Property Owners Association or CDD, as applicable, to limit access to ensure that only the residents of Hunter's Ridge may use the facilities. The Developer, or Master Property Owners Association or CDD, as applicable, shall be ultimately responsible for maintenance of these park facilities and may, at its sole discretion develop rules for the use of these facilities, up to and including applicable user or maintenance fees assessed either on a user or parcel assessment basis. Nothing contained herein shall preclude the Developer or assigns from developing additional recreational amenities within a particular Recreation Area or subdivision that is exclusive to that Recreation Area or subdivision.
- b. The following specific, minimum improvements shall be constructed by the Developer within the Recreational Areas indicated below as part of any development occurring within the adjacent residential cluster(s):
  - 1) In Recreation Area A (5.08 acres), amenities will be developed as part of a private park within the gated Indigo community.
  - 2) In Recreation Area B (2.00 acres), a community park shall be developed consisting of a fenced in dog park and at least twelve (12) off-street parking spaces shall be provided.

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- 3) In Recreation Area C (5.11 acres), a community park shall be developed consisting of a minimum of horseshoes, picnic pavilion, a playground set with equipment occupying a minimum area of 500 s.f., and a single 4-swing combo standard/tot ~~swing set~~ swing set or such other modern day play equipment. A residential access trailhead into the Conservation/Regional Park Area shall also be required. At least eighteen (18) off-street parking spaces shall be provided.
  - 4) In Recreation Area D (6.30 acres), pickleball courts, a dog park, splash pad, playground set and picnic pavilion, a community center with pool and parking.
  - 5) In Recreation Area E (2.78 acres), a community park shall be developed consisting of a playground, picnic pavilion, dog park and parking.
  - 6) All such improvements shall be in a manner acceptable to the County. The County may at its sole discretion allow the modification of a particular improvement based on changes in recreational trends, resident preference (as expressed by action of the Master Property Owners Association or Community Development District), and unique alternative plans including, but not limited to, an age-restriction placed by the Developer upon a specific cluster or clusters with the DRI Property.
  - 7) The above-described recreational facilities/amenities shall be retained by the Developer or conveyed to the Master Property Owners Association, the Community Development District, or other County-approved entity upon completion of the improvements, said entity to also be responsible for the maintenance of such facilities/amenities. The Developer, the Master Property Owners Association, or the Community Development District shall maintain the parks in perpetuity for active recreational uses. Up to 100% of the recreation impact fees paid within the DRI Property shall be eligible for reimbursement to the Developer for the cost of installing these improvements, subject to verification of the actual cost of construction as determined by the County based on information including, at a minimum, any Engineer's estimates provided by the Developer and as-builts following completion of construction.
- c. Within the collector roadway right-of-way (located outside of an individual cluster) as shown on Revised Map H, with the exception of the essentially built-out sections of Hunter's Ridge within incorporated Ormond Beach in Volusia County and not

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including Airport Road from the Flagler County line to its intersection with State Road 40, the Developer shall construct a minimum 10-foot-wide multi-purpose trail (in lieu of traditional sidewalks located on both sides of collector roadways) on one side of the collector roadway to form an integrated backbone trail network of pedestrian, bicycle, rollerblade, and other non-motorized access throughout the development as part of each segment of collector roadway developed.

- 1) The multi-purpose trail may be constructed with a finished surface of asphalt or concrete and shall be handicapped-accessible in accordance with the Americans with Disabilities Act ("ADA"). Any bridge crossings, if required, may be made of an alternative material, with preference given to single-span systems.
  - 2) The multi-purpose trail shall interconnect with any subdivision trails included in any cluster and shall interconnect with the trail heads for the Conservation/Regional Park Area.
  - 3) Modifications such as parallel facilities to a roadway and similar modifications may be permitted by Flagler County in the design process so long as an integrated trail system minimizing conflict with motor vehicles operating within the roadway is achieved.
- d. Additional trail systems (in lieu of traditional sidewalks located on both sides of local streets) shall be required within each cluster that ties in with the overall backbone multi-use trail system described above. Generally, these additional trail systems shall be a minimum of eight (8) feet in width within the right-of-way and adjacent to one side of any local street (located within an individual cluster), if designed as a parallel facility. Design flexibility for non-residential areas and multifamily areas may be permitted by the County so long as the intended interconnectivity is achieved.
- e. From the Developed Area of the Hunter's Ridge DRI Property, the Developer shall provide a minimum of three (3) trail head locations, two (2) of which shall be designed primarily for the exclusive access of Hunter's Ridge residents. Flagler County shall provide a public trailhead location as described below within the Regional Park/Government Use Area parcel ~~and an additional access point shall~~

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~~be encouraged from the School Site for educational related environmental exploration.~~

- 1) ~~It is Flagler County's intent that the~~The Developer shall erect an equestrian trail head located within the Flagler~~cluster west of Airport Road in Ormond Beach within Volusia County Regional Park shall,~~ subject to permitting approval by Ormond Beach. ~~It is Flagler County's intent that this equestrian trail head~~ provide, at a minimum, off-street parking for fifteen (15) truck/trailers, plus ten (10) regular passenger car-sized parking spaces, restroom facilities, a corral area, and adequate watering/feeding facilities to accommodate horses. Further, it is Flagler County's intent that the equestrian trail head shall be generally open to the public, but maintained by the Developer, the Master Property Owners Association, or the Community Development District, as applicable, in perpetuity. The Developer, the Master Property Owners Association, or the Community Development District, as applicable, may at its discretion implement such user fees and assessments as it deems necessary to maintain the property, provided that said fees and assessments are consistent with applicable laws and regulations regarding the establishment and maintenance of such fees and assessments.
  - 2) A trail head shall be erected from the community park in Cluster C. This trail head may be restricted to the residents of Hunter's Ridge only.
  - 3) The additional trail head as described shall be required within the development clusters, but may be provided in a location at the discretion of the Developer concurrent with the development within the respective cluster.
- 5. Regional Park.** The Developer issued a deed for an approximately 45 acre regional park site (also referred to as the approximately 45 acre Regional Park/Government Use Area parcel) to Flagler County for the purpose of constructing a trail head and other recreational amenities. The location is adjacent to the Conservation Area as shown on Revised Map H. The provision of the Regional Park was a condition of the original Development Order and shall remain in place. The Developer has conveyed the Regional Park to the County with paid taxes and title insurance for this site. The Regional Park site as depicted is fairly wet with just over ten (10) acres of developable upland. The Developer shall be responsible for ensuring that mitigation is provided for at least eighteen (18) developable acres of the property for regional park

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uses/development. Such mitigation may occur on site or off site as part of the Developer's master mitigation plan which was completed. The deeded property shall be removed from any Developer Environmental Resource Permit ("ERP"), other mitigation measures, or any other use by the Developer for permitting until such time as it is approved by Flagler County. Flagler County agrees to cooperate with the Developer in completing the conceptual permitting requirements of which this parcel is a part. Adjustments may be made to the site in the future by agreement between the Developer and Flagler County without the need for modification of this Development Order through a NOPC.

- 6. Golf Course.** The original Development Order required the Developer to construct an eighteen (18) hole golf course and clubhouse. As included in the original D.O., within five (5) years of the completion of the course it was required to be turned over to the County at no cost. This former condition – as proposed through this DRI Development Order – was waived through a Golf Course Settlement Agreement which was jointly created and developed by the Developer and County, and ultimately approved by the County.
- a. The Developer and County agree to release, waive, and discharge the obligation of the Developer under the Golf Course Settlement Agreement in exchange for the initial payment of \$800,000.00, which was paid to the County, and the Developer or successors or assigns shall expend the sum of \$3,700,000.00 ("Recreation Obligation"), during the course of development, on various recreational amenities approved byfor the County, benefit of the residents of the development and said Recreation Obligation shall include but shall not be limited to any costs relating to said amenities for recreation, neighborhood or community parks and the land dedicated thereto, equipment, sports or recreational facilities, equestrian trails, water sports facilities, dedicated preservation or conservation areas, including any costs for maintenance, construction, design, engineering, planning, permitting and mitigation credits required for development of such amenities within the overall development and/or the Conservation Park Area. Such recreation amenities may include but shall not be limited to, interconnected walking or biking trails throughout the development, equestrian trails and arenas, parking areas, trailhead infrastructure, community or neighborhood parks, water activity amenities, water sports facilities, creation of water ways, pavilions, picnic areas, pickle ball courts, ball fields, tennis courts, kayak or non-motorized vessels or facilities, fishing docks, fish cleaning stations, fire pits, grill areas, picnic tables, fishing stations, benches, expansion of sidewalks to provide for golf cart travel, any electric charging stations

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or other similar or like recreational activities, as determined at the discretion of the Developer or successor or assigns and pre-approved by the County, provided however that such approval shall be deemed granted if the County does not deny the request within sixty days of its formal submission. The Developer or its successor or assigns shall provide the County with a report of the expenditures for such Recreation Obligation as part of the Biennial Monitoring Report commencing on March~~January~~ 1, 2023 and on March 1 each year thereafter.~~2022.~~ The valuation of amenities provided by the Developer or successor or assigns to satisfy the Recreation Obligation shall be based on actual cost as demonstrated through contract documents and shall be subject to independent review by the County. In lieu of contract documents, the Developer or successor or assigns may provide engineer estimates of cost for amenities and, as to the valuation of land, the Developer shall provide an opinion by a licensed and certified appraiser, all of which is subject to review by the County as to the reasonable sufficiency of the documentation, and such acceptance shall not be unreasonably withheld. The County may engage a review appraiser to validate the cost estimates submitted by the Developer under this paragraph.

- b. In accordance with the terms and conditions of the Conservation Park Agreement, recorded in the Official Records of Flagler County, Book 2203, Page 1444, the County has held Three Hundred Thousand Dollars (\$300,000) of the Initial Payment received by the Developer in escrow for at least three years. The County will use these funds: (i) to construct a hydrological restoration project within the Conservation/Regional Park Area or (ii) to enhance the Conservation Park Area at its sole discretion. The County shall control the expenditure of said funds and shall work with the Developer and the environmental agencies having jurisdiction over the development of the DRI Property to meet the intent of the conditions of the original D.O. and the Joint Stipulation that is also contained herein at Exhibit 6. Any hydrologic evaluation of the property shall not be eligible for any use of these funds; however, the design, specifications, and bid process, in addition to the construction, of any actual hydrological restoration improvements required shall be eligible for expenditure of these funds.

- 7. Water and Wastewater Utility Service.** Water and wastewater for the development will be provided by the City of Ormond Beach. In a letter dated March 24, 2010, from the City of Ormond Beach Public Works Department, the anticipated demand for water and wastewater services are 835,400 gallons per day ("gpd") and 757,900 gpd

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respectively. This analysis was based on an increase of 1,281 residential units and 229,940 square feet of non-residential use. Note: The proposed residential unit increase has since been reduced to 955 units and non-residential increase has also been reduced to 129,940 square feet within the Substantial Deviation Area.

In its analysis and based on the original proposed increase in residential unit and non-residential square footage entitlements, the City of Ormond Beach asserts that there is sufficient capacity for both water and wastewater facilities to service the development. Therefore, there is capacity to serve the development with the substantially fewer entitlements being sought. The County proposes the following standards to implement this DRI Development Order with regards to water and wastewater utility service provision:

- a. Development shall only be permitted concurrent with the provision of adequate central potable water and wastewater service meeting the adopted level of service in the Flagler County Comprehensive Plan. The City of Ormond Beach will provide central water and wastewater service to the entire Hunter's Ridge DRI.
- b. The Developer, its successor, or assigns (including sub-developers and individual lot owners at the time of building permit application), as applicable, shall pay all City of Ormond Beach Water and Wastewater Capacity/Impact Fees, and abide by the terms and conditions of the Ormond Beach Utility Regulations, including the required utility plan, as well as the Interlocal Agreement between Flagler County and the City of Ormond Beach as included herein (Exhibit 2).
- c. Any cluster use conversion beyond that permitted within this Development Order shall be based on potable water usage and the availability of potable water supply and related facilities.
- d. Any Ormond Beach water wells no longer in use or subsequently abandoned within the DRI Property shall be properly plugged in accordance with St. Johns River Water Management District ("District") rules and regulations. Any existing, active wells for which the District has issued a Consumptive Use Permit ("CUP") may continue to be used only in accordance with the respective CUP. Any change in use of the wells is subject to the requirements of the County's LDC and approval by the St. Johns River Water Management District including if necessary the issuance of an appropriate CUP.

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- e. Multifamily residential units shall use submeters for potable water.
  - f. Single-family residences and nonresidential units shall have separate meters for potable and irrigation/non-potable water.
  - g. All DRI-related construction shall meet, at a minimum, Florida Water Star<sup>SM</sup> design standards.
  - h. As part of every deed, the Deed Restrictions and Covenants shall require that only U.S. Environmental Protection Agency ("EPA") Water Sense®-labeled water-conserving fixtures or equivalent performing fixtures shall be installed in all residential structures and, as appropriate, in non-residential buildings and structures.
  - i. Septic systems may only be used in connection with remote recreational amenities potentially located in the Conservation/Regional Park Area. Within two years of a central sewer system being installed within two hundred (200) feet of a temporary septic system, the septic system shall be removed and central sewer service shall be provided to the recreational amenity by the Developer.
- 8. Stormwater Management.** The surface water management system for the DRI Property shall be designed in accordance with applicable District requirements and will provide for the effective removal of stormwater from the Development Area through a series of stormwater management facilities. The County proposes the following standards to implement this DRI Development Order with regards to stormwater~~stromwater~~ management:
- a. A Community Development District ("CDD"), the Master Property Owners Association, or its functional equivalent shall maintain the drainage system upon completion development within each cluster within the DRI. The Developer will be responsible for the maintenance of the drainage system until the CDD, the Master Property Owners Association, or its functional equivalent receives fee interest in the drainage system as part of any final plat or site development plan approval.
  - b. Development within the DRI Property shall use Best Management Practices ("BMPs") for erosion control as required by the applicable National Pollution Discharge Elimination System ("NPDES") permit.

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- c. Construction activity within the Hunter's Ridge DRI shall be conducted in accordance with a stormwater pollution prevention plan developed pursuant to the NPDES permitting program.
  - d. Drainage from stormwater ponds will meet all Class III surface water quality standards.
  - e. All work performed within and for the Hunter's Ridge DRI is to comply with Florida Department of Environmental Protection ("FDEP") Non-Point Source and Water Quality Standards.
  - f. In addition to any other stormwater requirements, the DRI Property's stormwater management system shall be designed as a stormwater reuse system rather than a conventionally\_-designed system, shall be additionally required to meet pre- and post-condition minimum treatment standards and requirements, and to maximize the amount of surface water that will be available for irrigation needs throughout the development.
- 9. Solid Waste.** Development of the Hunter's Ridge DRI Property shall occur concurrent with provisions of adequate solid waste service meeting the adopted level of service as included in Flagler County's Comprehensive Plan. The Hunter's Ridge DRI shall be required to participate in any current or subsequently adopted Flagler County recycling program. The County proposes the following standards to implement this DRI Development Order with regards to solid waste service provision:
- a. Development within the Hunter's Ridge DRI or individual phases shall not occur until adequate permitted capacity is verified from Volusia County (as Flagler County's identified service provider) or successor.
  - b. Recycling shall be mandatory for all single family residential dwelling units and other residential dwelling units that Flagler County determines is capable of participating in the current recycling program. Recycling shall be integrated throughout all non-single family residential development and non-residential development and in accordance with any future County recycling program modifications.
- 10. Transportation.** For transportation purposes, the Developer has entered into a Proportionate Share Agreement with FDOT which addresses all impacts through build

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out, a copy of which is attached hereto and incorporated herein as Exhibit 5. Accordingly, all transportation trips shall be vested so long as the Proportionate Share Obligations therein are fully satisfied or performed or in the alternative, an extension of such obligations is requested due to economic circumstances and approved by FDOT.

Pursuant to Section 163.3180(12), Florida Statutes, the Developer shall mitigate the impacts of the Hunter's Ridge DRI to the regional transportation system using proportionate share contributions, as described herein. Additionally, these contributions are deemed sufficient to pay for and construct required improvements which will benefit regionally-significant transportation facilities and meet proportionate share contribution requirements as set forth in Section 163.3180(12), Florida Statutes, as authorized by this D.O. and as authorized by the Comprehensive Plan Future Land Use Map amendment adopted by Flagler County simultaneously with this D.O. In addition to the foregoing, the County proposes the following standards to implement this DRI Development Order with regards to transportation:

- a. FDOT Proportionate Share Contribution Improvements. The Developer has entered into an Amended and Restated Proportionate Share Agreement (PSA) with FDOT to mitigate its impacts to the state highway system. The Amended and Restated FDOT PSA is attached as an Exhibit 5 to this Development Order. Satisfaction of the FDOT PSA by the Developer shall be considered to fully mitigate the DRI's impacts to the State Highway System
- b. Volusia County Proportionate Share Contribution Transportation Phases 1, 2, and 3 Improvements for Build Out of Development. This Development Order provides for a mitigation plan on State and local government regional roadways for impacts for the Hunter's Ridge DRI. This mitigation plan is the result of several meetings and discussions with Volusia County and City of Ormond Beach staff to adequately address impacts from project traffic on the County roadway system, with the project impacts ultimately to be mitigated through widening of Hand Avenue. Developer shall either pay for or construct the following transportation improvements (excluding right of way acquisition costs which are solely the responsibility of Volusia County) or, alternatively, pay the proportionate fair share amount of \$3,131,983.10 ("Volusia Proportionate Share Payment") or such amount determined by Volusia County on a pay as you go basis with impact fees being collected for Volusia County upon the issuance of any building permit for

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each platted lot and applied to the Proportionate Share Payment amount due to Volusia County which Flagler County is presently collecting and submitting as an impact fee to Volusia County for allocation against the Proportionate Share Payment.

- c. Transportation Concurrency/Mitigation for future Phases. The mitigation plan adopted as part of this D.O. addresses all phases of development under the Hunter's Ridge DRI. The Developer has conducted a monitoring/modeling program ("M&M") for buildout, and this program did ascertain the Level of Service (LOS) on facilities where The Hunter's Ridge DRI is estimated to contribute an amount of traffic greater than or equal to 5 percent of the adopted LOS service volume. The methodology of the monitoring/modeling program was agreed upon by Flagler County, Volusia County the FDOT, and the Developer. The depth of each monitoring and modeling effort was similar to that required within an ADA and was consistent with the requirements of the Flagler County Concurrency Management Systems as it relates to facilities within that jurisdiction. Empirical data was collected for the monitoring and modeling program on facilities where it is estimated that the project contributes an amount of traffic greater than or equal to five percent (5%) of the adopted LOS maximum service volume. A full buildout analysis was included in each M&M.

The analyzed facilities included signalized intersections and link analyses of collector and higher classified roadways, interchange ramps and transit service/facilities.

- d. The Developer has provided modeling and monitoring studies to be submitted to FDOT District 5 Urban Office, Volusia County, and Flagler County. These modeling and monitoring studies have identified the traffic impacts from all phases of the project. Should the Developer not be able to establish a proportionate share agreement with FDOT and Volusia County as the development progresses, the Developer may pursue a formal amendment of the D.O. through the NOPC process with all applicable rights and processes.
- e. Transportation Impact Fees. The Developer was obligated by the original Development Order to pay both an assessment fee equal to the Volusia County Transportation Impact Fee throughout the development and, in addition, pay Flagler County Transportation Impact fees – to the extent such fees are levied and

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collected from the Developer – within the Flagler County portion of the Hunter's Ridge DRI. Together this extraordinary burden of payment of dual transportation impact fees by the end users of the DRI should be financially sufficient to mitigate for any transportation-related impacts created by the development, with any deficiency made up directly by the Developer.

- 1) To that end, a separate agreement(s) between the Developer and Volusia County shall be entered into to provide for the collection of the Volusia County fee. Said agreement(s) shall address the application of credit provided for collected assessment fees – to the extent such fees are levied and collected from the Developer – equal to the Volusia County Transportation Impact Fee. The agreement(s) shall address potential credit regarding proposed transportation mitigation, collection or disbursement of assessment fees by Volusia County equal to the Volusia County Transportation Impact Fee, and issuance of credit for such fees. Should an interlocal agreement be determined to be necessary between Volusia County and Flagler County to accomplish this arrangement, Flagler County agrees to pursue the completion of this interlocal agreement utilizing its staff as the primary lead in the development of such agreement. Upon satisfaction of the Volusia Proportionate Share Obligation owed to Volusia County by the Developer or by periodic impact fee payments from development, the overly burdensome imposition of a dual impact fee collection shall immediately terminate. Thereafter Volusia County shall no longer ~~be~~ collect its equivalent impact fee and the Developer shall only be required to pay Flagler County impact fees which shall be remitted quarterly by Flagler County to the FDOT and applied against any sums owed by Developer for the Amended and Restated FDOT Proportionate Share Payment as set forth in Exhibit 5. Upon final payment for the Amended and Restated FDOT Proportionate Share Obligations, Flagler County shall continue to retain a Flagler County impact fee for the project.
- 2) Likewise, the Flagler County Transportation Impact Fees collected shall be credited against any FDOT-requested improvements constructed by the Developer as proportionate share improvements or as payments towards any fair share contribution consistent with Flagler County's applicable ordinances or State Statutes. If the Developer constructs an FDOT improvement, the monies previously paid as impact fees to Flagler County shall be reimbursed or otherwise credited to the Developer by Flagler County. Flagler County may

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also pay fair share contributions directly to FDOT for impacts to State roadways from any Flagler County impact fees collected from the project and, if such payment by Flagler County to FDOT should occur, such payment shall be credited by FDOT as if paid by the Developer in accordance with any Proportionate Share Agreement between the Developer and FDOT. If any portion of the proportionate share is paid in advance of the receipt of Flagler County transportation impact fees to pay such proportionate share amount, then the amount of payment shall be repaid quarterly back to the Developer as transportation impact fees are received from the DRI Property. Any transportation impact fees received in excess of the amount needed to satisfy the proportionate share amount shall be credited towards the Developer for any outstanding proportionate share amounts/transportation improvements needed for Volusia County and then shall be repaid to the Developer. Should an interlocal agreement be determined to be necessary between FDOT and Flagler County to accomplish this arrangement, Flagler County agrees to pursue the completion of this interlocal agreement utilizing its staff as the primary lead in the development of such agreement.

- 3) Developer shall receive impact fee credits for payments made directly to FDOT for FDOT Proportionate Share Payments in the amount of \$4,609,805.00 when paid. Developer shall also receive impact fee credits for any payments made to Volusia County for Volusia Proportionate Share Payments of approximately \$3,131,983.00 or for such amounts as actually paid. Flagler County shall establish a traceable and assignable account for the impact fee credits for this Developer under the Hunter's Ridge DRI for all impact fees paid. Unless specifically assigned by the Developer, only the Developer and its successors and/or assigns are entitled to any and all impact fee credits for any project under the DRI which is of a kind or nature to be reimbursed by impact fees. These impact fee credits shall not be assignable to anyone other than an individual or entity designated in a writing signed by the Developer, US Capital Alliance, LLC. These impact fee credits may be assigned by the Developer for any other development within Flagler County, Florida, but shall be limited to any geographically-designated district within which the impact fee credits would coincide with their collection and expenditure provided that such districts are established by the County.

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**11. Phase 1A Satisfaction of Concurrency Obligations.** Specific to development of Phase 1A within the Hunter's Ridge DRI Property, satisfaction by the Developer of the concurrency obligations included above under Section III. at subsections 1.b. Education Transportation (initial \$140,000 payment), 2.d. Ambulance (\$200,000), 3.a. Law Enforcement (initial \$30,000 payment), and 6. Golf Course (initial \$800,000 payment) shall render Phase 1A in its entirety as vested with no further DRI-related obligations required of the Developer, its successor, or assigns, provided, however, that all other land development regulations apply including, but not limited to, permitting and impact fee requirements. The failure of the Developer to comply with any other DRI-related obligations as contained herein or as modified in the future, shall not be a basis or justification for the refusal to issuance a building permit, certificate of occupancy or any other necessary permit for the construction and occupancy of any dwelling or structure allowed in Phase 1A as long as the above identified payments are made to Flagler County. The obligations herein have been satisfied by the Developer.

**12. Status of Plum Creek Timberlands, L.P., Parcel.** At the election of Plum Creek Timberlands, L.P. ("Plum Creek"), the Developer's original Application for Development Approval submitted on August 31, 2009 was amended by letter dated June 11, 2010 to remove the Plum Creek parcel containing approximately 20.27 acres from consideration under the terms and conditions of this Development Order. Accordingly, the Plum Creek parcel may be developed in accordance with the original Development Order as amended prior hereto, with the existing designation of "Park of Commerce" and subject to the phasing schedule set forth in Exhibit "F" of Flagler County Resolution 2003-208. Under the Park of Commerce designation, the Plum Creek parcel may be developed with up to 179,162 square feet of commercial/industrial park development which may include industrial, office, commercial or related uses in accordance with Section 3.03.18.B of the Flagler County Land Development Code. Development of the Plum Creek parcel shall be subject to all requirements of the Flagler County Land Development Code and Comprehensive Plan, including submittal and approval of a Planned Unit Development ("PUD") development agreement and site plan to fully implement the PUD zoning as originally established within the DRI. Land development and building permits may be issued only after the PUD process has been concluded, subdivision platting is complete, and any applicable PUD and DRI-related requirements have been satisfied. Demonstration of satisfaction of concurrency is required prior to final platting or permit issuance, including the payment of permit and impact fees, as applicable.

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**Section IV. Special Conditions**

- 1. Historical and Archaeological Resources.** Should any regionally significant historical and archaeological resources be discovered in the course of development, the Developer shall immediately notify the State of Florida Division of Historic Resources ("DHR") and Flagler County Growth Management, to be immediately followed up by a certified letter to both agencies as official notification of the discovery. No further disruption of the site shall be permitted until the investigation is complete, the Division has rendered a recommendation, and a mitigation plan has been agreed upon by the Developer, the County, and the DHR.
- 2. Floodplains.** In the event that revised Federal Emergency Management Agency ("FEMA") Flood Insurance Rate Maps ("FIRM") show that portions of the project that are proposed for development are within a floodplain, then all construction within the 100-Year Floodplain shall comply with applicable Federal, State, and local laws and regulations. No permits for residential, commercial, or public buildings will be issued for construction within any portion of the 100-Year Floodplain where the base flood elevation has not been established until the Developer has provided to Flagler County data on the site-specific base flood elevation ("BFE"). All road centerline elevations and finished floor elevations ("FFE") of buildings within the 100-Year Floodplain shall comply with the Flagler County Land Development Code.
- 3. Water Quality Monitoring.** By January 1, 2012, the Developer shall develop and secure Florida Department of Environmental Protection ("FDEP") approval of a Surface Water Quality Monitoring Plan to include water quality monitoring stations. This plan will include water quality monitoring stations also approved by the FDEP.

  - a. If the Surface Water Quality Monitoring Program identifies variations in water quality of receiving waters from established background water quality attributable to discharges from the DRI, the Developer shall cooperate with FDEP to develop and implement a plan to address the problem. The actions required to address the problem, including the means of payment by the Developer for the costs of such plan and actions required, and the timeframe within which to implement the corrective action shall be agreed upon by the FDEP, Flagler County, and the Developer. Failure to implement the agreed upon plan of action within the established timeframe will be a violation of this Special Condition.

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- b. Further development within Hunter's Ridge may proceed only after the Developer secures approval of an Environmental Resource Permit ("ERP") that demonstrates no adverse impact to adjacent properties and floodplains.
  - c. A summary of the water quality monitoring results shall be included in the biennial report.
- 4. Native Vegetation and Wildlife.** The Applicant shall develop the project and conduct such construction activities as approved by the County's Growth Management Department in a manner to maximize protection of natural vegetation, wetland areas, and wildlife on the project site.
- a. To minimize dependence on ground irrigation and to promote retention of wildlife habitat, native vegetation shall be utilized in landscaping to the maximum extent practicable. Ecologically viable portions of natural upland plant communities should be preserved and maintained in their original state to the greatest extent practicable.
  - b. Wildlife crossings will be incorporated within the Hunter's Ridge DRI to provide for wildlife travel from and to offsite natural areas. During project permitting, consultation with the St. Johns River Water Management District ("District") and the Florida Fish and Wildlife Conservation Commission ("FFWCC") will refine the type of crossings (i.e., at-grade, underpass, etc.) that will be used. Crossings will be strategically located to minimize impacts to wildlife resources. No perimeter fencing may be erected within conservation areas that would hinder the ability of wildlife to traverse the wildlife corridor. When the location, number, and type of crossings have been finalized, the Developer will provide a location map of wildlife corridors and crossings to Flagler County and the NEFRC.
  - c. For the Developed Area on Revised Map H, the Developer shall follow the published Guidelines adopted by the FFWCC for any species located or observed in the Developed Area of the DRI Property through buildout and shall consult with the FFWCC and the County as to implementation of a habitat management plan for any species located or observed on the Developed Area Property, if warranted. Any habitat management plan shall be approved by the FFWCC and Flagler County prior to implementation and shall be consistent with the Flagler County Comprehensive Plan and LDC. Flagler County, the City of Ormond Beach, and

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the District shall be responsible for protection of said species as owners of the respective portion of the Conservation/Regional Park Area in each entity's ownership.

- d. Site development related activities shall not result in the harming, pursuit, or harassment of wildlife species classified as endangered, threatened, or a species of special concern by either the State or Federal governments in contravention of applicable State or Federal laws. Should such endangered, threatened, or species of special concern be determined to be residing on, or be otherwise significantly dependent upon, the project site, the Developer shall cease all development activities and immediately notify both the FFWCC and the United States Fish and Wildlife Service ("FWS"). Proper protection and habitat management, to the satisfaction of both agencies, shall be provided by the Developer. "Harming" and "harassment" as used in this Special Condition shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.
  - e. Prior to the development of any cluster or portion thereof or roadway outside of a cluster within the Hunter's Ridge DRI Property, the Developer shall obtain any applicable approvals from the FFWCC and Flagler County for any impacts to Gopher Tortoise Habitat. Any required mitigation shall be provided prior to any project impacts, recognizing that Flagler County does not permit the issuance of gopher tortoise "take" permits.
- 5. Air Quality.** The following dust control measures shall be required during all construction within the Hunter's Ridge DRI Property:
- a. Contractors will moisten soil or use resinous adhesives on barren areas, which shall include, at a minimum, all roads, parking lots, and material stockpiles;
  - b. Contractors will use mulch, liquid resinous adhesives with hydro-seeding, or sod on all landscape areas;
  - c. Contractors will remove soil and other dust-generating material deposited on paved streets by vehicular traffic, earth moving equipment, or soil erosion;
  - d. Contractors will use the best operating practices in conjunction with any burning resulting from land clearing, which may include the use of air curtain incinerators if required by the Division of Forestry or Flagler County Fire Department; and

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e. All other construction best management activities as required by Flagler County.

**6. Landscaping and Irrigation.** All landscaping and irrigation in Flagler County shall be designed, permitted, installed, and maintained in accordance with the following conditions:

- a. A distribution system for non-potable water (i.e., stormwater, surface water, and reclaimed water) shall be installed throughout the entire project area concurrent with development of the project for all land uses within the project (i.e., residential and non-residential). The non-potable distribution system shall be developed in parallel to the potable water system and maintained for utilization when sufficient quantities of stormwater, surface water, or reclaimed water are available for irrigation. Irrigation systems installed in the Development Area shall be designed to accept non-potable water.
- b. All available lower-quality sources of water, including stormwater, surface water, and reclaimed water, must be distributed for use or used throughout the project in place of higher-quality water sources, when deemed feasible, and pursuant to District rules and applicable State law. Stormwater, surface water, and reclaimed water shall be maximized as non-potable water sources for irrigation.
- c. A water-wise approach shall be used throughout the landscaped areas of the Development Area. Irrigated turf grass shall not exceed 60% of the landscaped area (except for active play areas and parks) and site-appropriate plant species shall be used in landscaped areas. Landscaped area is defined as any pervious area within the proposed Development Area that will be altered due to the development, exclusive of pervious areas within wetlands, wetland buffers, and vegetative buffers between land uses, stormwater systems, and required preservation areas. The Developer shall refer to the District's *Waterwise Florida Landscapes* or other comparable guides.
- d. Best management practices cited by the University of Florida in the Institute of Food and Agricultural Sciences' *A Guide to Florida-Friendly Landscaping* shall be followed for landscape installation, irrigation, and fertilizer and pesticide applications. These best management practices include:
  - 1) Landscape design that minimizes the impacts of fertilizer applications

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- 2) Preferred plant materials
  - 3) Selection of the appropriate type of fertilizer to avoid the release of excess nutrients
  - 4) Rate and frequency of fertilizer and pesticide applications
  - 5) Watering schedules consistent with the District's landscape irrigation rule
  - 6) Design and maintenance of drainage control systems
- e. Separate irrigation zones shall be required for turf and non-turf areas throughout all land uses (residential and non-residential) to avoid irrigation of landscaped beds when irrigating the turf zone(s). Landscaped beds shall not be irrigated using high-volume irrigation systems. All irrigation systems shall use a rain shutoff device, such as a rain sensor or soil moisture sensor, in accordance with Florida Statutes to override unnecessary irrigation events.
- 7. Conservation/Regional Park Area.** The previous Developer conveyed the lands enumerated (alternatively referenced as the "Conservation Lands") in the Joint Stipulation dated December 6, 1990 (which is attached and incorporated herein as Exhibit 6) and entered into by and among the Florida Audubon Society, the City of Ormond Beach, Flagler County, and the former Developer, the Florida-Georgia Venture Group, in a manner consistent with said Joint Stipulation. As shown on Revised Map H, this Area consists of approximately 1,976 acres. Developer has entered into a Conservation Park Agreement and Conservation Easement which establishes mitigation credits in favor of the Developer as well as duties and obligations of the Developer within the Conservation Park.
- a. The terms and conditions of the Joint Stipulation shall remain in effect unless otherwise agreed to be modified by the parties.
  - b. The regionally significant passive park (also referenced as the "Government Use Area") will be on property conveyed to Flagler County. The passive uses proposed shall include, but not be limited to, pedestrian trails, bike paths, equestrian trails, educational platforms, observation towers, canoeing, fishing, and similar uses, and

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be subject to District and U.S. Army Corps of Engineers ("ACOE") approval. A portion of the payments provided to Flagler County as part of the Golf Course Settlement Agreement shall be used for the provision of these amenities. Management and maintenance of the passive park shall be by Flagler County ~~in cooperation with the City of Ormond Beach. That portion of the regional park located in Ormond Beach shall be included in the overall park boundary and management, with maintenance responsibility ceded from Ormond Beach to Flagler County.~~ The Developer will continue to utilize the Conservation/Regional Park Area as its source for wetland mitigation credits required for any wetland impacts.

- c. Hunting rights, equestrian rights, and silviculture rights retained by the Developer under the Joint Settlement within the Conservation/Regional Park Area have been assigned to Flagler County in exchange for other County concessions as provided for herein. The Developer has executed an assignment of such rights to the County on its behalf, its assigns and its successors in interest. Such rights previously retained by the Developer, assigns, successors, and heirs, shall thereafter be considered terminated. It shall be the intent of the County as part of the passive regional park to have and allow equestrian activities. Hunting rights shall be used by the County and its assigns/designees only for nuisance species management and silviculture (timber rights) shall be utilized as necessary as part an overall land management plan to be developed together jointly with the Developer.
- d. To the extent allowable by the District and the County, and as permitted by applicable environmental agencies having jurisdiction over the project, ~~the~~ Developer shall at its own expense be permitted to undertake certain environmental restoration activities necessary to re-establish a more natural hydroperiod on the Conservation/Regional Park Area as provided for in the Joint Settlement. The objective of this restoration shall be the elimination of drainage provided by various ditches that have been constructed through the Conservation/Regional Park Area. This program may involve the installation of water control structures in existing ditches including, without limitation, the Hull Cypress Swamp Ditch, so that the current over-drainage of the area is reversed. At no time will restoration activities be undertaken that may cause the flooding of adjacent properties. This plan shall be subject to any final permitting by the agencies having jurisdiction over the project and generally may include:

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- 1) The plugging or installation of water control structures in the Hull Cypress Swamp Ditch, to restore the hydroperiod of the Hull Cypress Swamp;
  - 2) Creation of openings in the fill berm along the Hull Cypress Swamp Ditch to reflood the wetland strand that exists parallel to the ditch, and divert the flow of the ditch through the wetland area in the strand adjacent to the ditch;
  - 3) Installation of water control structures in all other manmade canals or ditches on the property as may be necessary to restore the historical hydroperiod; and
  - 4) Backfilling the ditch in potential combination with other measures listed herein.
- e. The Developer shall continue to be entitled to claim "Wetland Mitigation Credits" within the Conservation/Regional Park Area in order to offset any mitigation requirements arising from the construction of the Hunter's Ridge DRI, as allowed and permitted through applicable State and Federal regulatory agencies. Any enhancement activities desired by the Developer to increase credit yield shall be the financial responsibility of the Developer and shall be approved by the applicable property owners provided for herein (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District).
- f. No Environmental Resource Permit ("ERP"), deed restriction, conservation easement, or other property encumbrance shall be permitted to be approved or recorded over the Conservation/Regional Park Area property unless approved in writing by any future owner for the particular property affected (i.e., Flagler County or the City of Ormond Beach, and the St. John's River Water Management District, hereafter collectively referred to as the "Future Owners"). Any such recording shall be deemed invalid and a violation of the Joint Stipulation and this Development Order. A copy of this Development Order shall be provided by the Developer as part of any subsequent application to any permitting agency for the DRI Property, including pending applications at the time of adoption of this Development Order.
- 1) The Developer shall not be entitled to submit or record any restriction on the property that violates a Future Owners' right to utilize the Conservation/Regional Park Area for the uses provided for in the Joint Stipulation unless approved by the Future Owners of the portion of the Conservation/Regional Park Area affected.

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- 2) The Forty Grade and existing jeep trails connecting to the Forty Grade shall be required to remain open as an access road for emergency vehicles, as an emergency exit route, for land management, as potential equestrian trails, and other potential passive recreation uses as permitted, unless agreed to be closed by the Future Owners.
  - 3) A standard 60 ft. wide public access and utility easement over the Forty Grade from State Road 40 northward to its terminus at Strickland Road/Durance Lane, shall be provided to Flagler County in a form acceptable to the County and shall be recorded prior to the transfer of any portion of the Conservation/Regional Park Area or no later than January 1, 2011, whichever shall occur first. This requirement has been satisfied.
  - 4) The Developer shall, prior to conveyance to the Future Owners, terminate all carbon credit agreements affecting or encumbering any portion of the Conservation/Regional Park Area. This requirement has been satisfied.
- g. Should the St. Johns River Water Management District decline the acceptance of joint ownership of the Conservation/Regional Park Area as provided for in the Joint Stipulation, the County will accept the entire ownership of the portion of the Conservation/Regional Park Area located within the DRI Property.
- h. Mineral Rights. Developer has acquired the mineral rights for the Conservation Park area on behalf of the County and shall be permitted to apply to enhance its mitigation credits under the Conservation Park Agreement with St. Johns River Water Management and/or ACOE or DEP, and the County will authorize such permit application and cooperate with Developer to obtain such enhanced mitigation credits. The County agrees to modify the Conservation Park Agreement to reflect the additional mitigation credits granted to Developer under such permit modifications.
- i. Mitigation Credits. Subject to the applicable permitting requirements, the Developer shall be able to sell mitigation credits under the Conservation Park Agreement outside of the development – with preference given to developments within Flagler County – to third party developers. The Conservation Park Agreement shall be modified to allow such assignments of the mitigation credits.

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**8. Emergency Management Preparedness.** Due to the isolated nature of the DRI Property from Flagler County emergency responders and in order to minimize emergency situations in general, the Developer shall be required to comply with the following conditions to minimize exposure to larger catastrophes such as hurricanes and wildfires as follows:

- a. If a school is constructed ~~within~~ the Development Area by either the School Board or the Developer, it should be designed as a public shelter and be sufficient to accommodate "shadow evacuation." If the School Board ultimately elects not to develop a public school facility, the Developer shall obligate that any other future school facility provide a public shelter as a deed restriction, in a form acceptable to the County. The County in its sole discretion may waive this condition without a formal amendment of this D.O. through an NOPC.
- b. Prior to the issuance of the 1,800th residential dwelling permit, at least one community center shall be constructed to act as a community shelter capable of accommodating a minimum of 100 people in the event of a storm. The Developer shall obligate a Master Property Owners Association or CDD if approved to fund and operate the storm shelter. The Developer may, at its sole option and discretion, elect to provide alternative measures to meet this community shelter requirement, including the retrofitting of an existing community center elsewhere within the Hunter's Ridge DRI to accommodate this shelter requirement. Additionally, the Developer may accommodate in whole or in part the minimum shelter space in multiple facilities throughout Hunter's Ridge provided, however, that each shelter meets the minimum requirements of Red Cross for use as an emergency shelter.
- c. All the property within the Development Area shall be required to meet Fire Wise standards or any successor program. The Developer shall list this as an obligation and responsibility of the Master Property Owners Association or CDD and for any individual homeowner associations.
- d. The Developer shall list as an obligation and responsibility of the Master Property Owners Association or CDD to form a "CERT" team for the DRI. CERT shall mean a volunteer "Certified Emergency Response Team" or a successor program that plans and prepares for emergency events within the DRI Property.

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- 9. Affordable Housing.** Five percent (5%) of the total residential dwelling units shall be classified as "workforce housing" units (as hereinafter defined) within the DRI Property. "Workforce housing" is defined as housing that is "affordable" to a household earning up to 140% of the area median income as defined by the Department of Housing and Urban Development ("HUD"), as updated and published annually in the Federal Register for Flagler County. "Affordable" means that monthly mortgage payments (including taxes and insurance) or monthly rent (including utilities) shall not exceed 30% of gross household income for income-eligible households. Workforce housing shall be subject to a deed restriction for a period of not less than fifteen (15) years, with Flagler County named as a third party beneficiary. This deed restriction language shall be approved by Flagler County.
- 10. Wetland Conservation and Wetland Impacts within the Development Area.** Jurisdictional wetlands within areas depicted on Revised Map H within the Development Area (non-cross hatched) as Preservation shall be preserved except as permitted by the District. Logging and other similar silvicultural operations within wetland areas located within the Development Area shall terminate upon the execution of the Development Order, except for activities associated with permitted borrow pits, permitted wetland creation, restoration or enhancement projects, and/or public safety/fire prevention measures.
- a. The wetlands to be conserved within the Development Area shall be protected by recordation of conservation easements prior to or at the time of final platting of adjacent upland areas in accordance with the terms of the applicable Environmental Resource Permit ("ERP") issued by the District. No logging or other similar silvicultural operations shall be conducted within the wetland areas to be conserved or within the required upland buffers areas adjacent to the wetlands to be conserved except for environmental enhancement activities approved by the District for mitigation purposes. Mitigation for proposed wetland impacts shall be subject to approval by the District and the United States Army Corps of Engineers ("ACOE").
- b. Wetland mitigation within the Development Area will include wetland and upland preservation and may include wetland restoration, enhancement, and creation and upland buffer enhancement as part of the mitigation plan under the District and ACOE permits. The exact boundaries of wetland areas to be conserved shall be determined in connection with wetland permitting by the District and ACOE. The

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limits of conserved wetlands shall be delineated on engineering plans submitted for approval by Flagler County. All engineering plans submitted to Flagler County for approval shall be consistent with the requirements of applicable permits issued by the District and other applicable State and Federal agencies, if any.

- c. The Developer shall record the required conservation easements within the Development Area meeting the requirements of Section 704.06, Florida Statutes, to protect the conserved wetlands and upland buffers on site. The conservation easements shall be dedicated to the District or the Florida Department of Environmental Protection ("FDEP"), subject to acceptance by the District or FDEP. Within the Development Area, the majority of the contiguous forested and higher-quality isolated wetland systems of regional ecological value will be preserved and protected by a perpetual conservation easement.
- d. Conservation easements and the portions of the recorded covenants and restrictions that relate to preservation of wetlands and upland buffers shall be enforceable by the Developer, the Master Property Owners Association, the District, FDEP, and Flagler County. The covenants and restrictions or conservation easements shall not permit variances from the minimum standards set forth in this Development Order. Such conservation easements shall be recorded upon through final platting containing the wetlands or undisturbed upland buffer areas as adjoining clusters are developed.
- e. The Developer shall comply with the St. Johns River Water Management District's minimum buffer standards or the County's Flagler County Comprehensive Plan and Land Development Code, whichever is more restrictive.

**11. Energy.** As part of every deed, the deed restrictions and covenants shall require that only U.S. Department of Energy and U.S. Environmental Protection Agency ENERGY STAR-labeled appliances or equivalent performing appliances shall be installed in all residential structures and, as appropriate, in non-residential buildings and structures.

**12. Other Former Obligations.** The Developer, as part of the original Development Order, was required to perform certain commitments/obligations related to land, monetary contributions, and construction of amenities, the majority of which are local in nature specifically affecting Flagler County. Throughout this Development Order these commitments/obligations have been retained, eliminated, modified, increased, and decreased, as necessary, through mutual agreement between the Developer and

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the County, due to changing needs and circumstances and partially based on the requested increases. Below are the former obligations/commitments that are not modified elsewhere within this Development Order so that they may be brought to resolution below:

- a. The dedicated library property deed previously issued to the County and held by the County shall be returned by the County to the Developer within sixty (60) days.
- b. In lieu of the recreation improvements as proposed herein, the payment formerly required at a maximum cost to the Applicant of \$50,000: \$16,667 due when initial 100 dwelling units are completed in Flagler County; \$16,667 when the next 100 dwelling units are completed in Flagler County; and balance due when the next 100 dwelling units (300 total) are completed in Flagler County, is hereby waived.
- c. In lieu of the public safety improvements proposed herein, the communication center and payment formerly required at a cost to the Applicant of \$50,000 required prior to issuance of any building certificates of occupancy in Flagler County is hereby waived.
- d. The requirement to provide a book mobile is hereby waived.

**13. Public Roads and Maintenance.** In the original Development Order, all roads were proposed to be public roads under Flagler County maintenance and funded through an MSTU. The Developer has previously issued a deed to Flagler County for an approximately 22.5 acre site for use as a County maintenance and utility site: this deed was not recorded and the parcel has been replanned for development as a residential cluster. In lieu of the original Development Order's requirement that the Developer dedicate a site and erect a County maintenance building, the Developer, its successor, or assigns, through adoption of this Development Order shall maintain all roads as private roads, but with perpetual, non-exclusive public access, within the Development Area in Flagler County as shown on Revised Map H.

**14. Transit.** In the event that public transit service is provided to the Hunter's Ridge DRI, transit passenger shelters and transit bays shall be constructed by the Developer where necessary to facilitate transit services. These facilities shall be constructed within the right-of-way of the applicable roadways and may be eligible for transportation impact fee credit as part of any transportation mitigation plan.

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**Section V. General Conditions**

- 1. Reliance Upon Application for Development Approval.** The Application was approved in accordance with the information, plans and commitments contained in the Hunter's Ridge DRI NOPC Application for Development Approval dated ~~July 12~~April 5, 2022 to include any amendments and sufficiency reviews thereto, together with the Hunter's Ridge DRI Master Plan (Revised Map H, attached as Exhibit 1), all of which are incorporated by reference.
- 2. Conflict with Application Submittal.** To the extent of any conflict with the Application for Development Approval submittal and the express terms and conditions of this Development Order, the terms and conditions of this Development Order shall govern.
- 3. Conflict with Existing Agreements.** To the extent of any conflict with existing recorded agreements and the express terms and conditions of this Development Order, the terms and conditions of this Development Order shall govern.
- 4. Effective Date.** This Resolution and Development Order shall take effect upon adoption.
- 5. Monitoring Official.** The County Administrator shall be the monitoring official, through the Director of Planning of the Flagler County Planning and Zoning Department, or other Administrator designee so designated in the future, as the local official responsible for monitoring the development for compliance by the Developer with this Development Order.
- 6. Downzoning Protection.** In accordance with Section 380.06~~(15)~~, Florida Statutes, the Hunter's Ridge DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before November 30, 2037, unless the Developer consents to such change or unless Flagler County demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicant or unless the change is clearly established by Flagler County to be essential to the public health, safety, or welfare. This section shall not preclude the County from setting density/intensity limits and height limits as part of any final platting or site plan approval for each cluster or portion thereof. This action shall be based on the specific development proposal presented by the

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Developer showing under-utilization of the density/intensity and/or height for the proposed cluster buildout, consistent with Tables 1 and 2 herein. The County's intent is to protect future property owners from the greater intensity/density and/or height as the clusters or portions thereof are sold off for development.

- 7. Financial Obligation Decelerator/Accelerator Clause.** All financial obligations listed within the Development Order as a fixed dollar amount (e.g., provision of fire apparatus) to be provided by the Developer, its successor, or assigns, shall be subject to adjustment for deflation/inflation at the time of payment or provision of the surety acceptable to the County, utilizing 2021 as the base year of any deflation/inflation calculation. In instances within the D.O. where the Developer is to complete a specific project for a fixed amount, as is the instance with traffic mitigation, such payment or surety shall be based on the change in the Producer Price Index ("PPI") for the respective project (as published by the U.S. Department of Labor) for and subsequent to 2021; for reference, a base index of 100.0 was established in 1980.
- 8. Notice of Adoption.** Notice of adoption of this Development Order or any subsequent amendment to it shall be recorded by the Developer in accordance with Section 380.06~~(15)(f)~~, Florida Statutes, with the Clerk of the Circuit Court of Flagler County. Any successor or assignee of US Capital Alliance, LLC., as successors in interest to Hunter's Ridge Residential Golf Properties, Inc. Hunter's Ridge Timber Company, Inc., and Hunter's Ridge Golf Company, Inc., shall be subject to the provisions contained in this Development Order issued by Flagler County and as subsequently modified. Any contract or agreement for sale of those interests by US Capital Alliance, LLC~~(15)(f)~~, for all or any part of the property subject to this Development Order shall contain a legend substantially in the following form clearly printed or stamped thereon:

**THE PROPERTY DESCRIBED IN THIS AGREEMENT IS  
PART OF THE HUNTER'S RIDGE DEVELOPMENT OF  
REGIONAL IMPACT AND IS SUBJECT TO A  
DEVELOPMENT ORDER, NOTICE OF WHICH IS  
RECORDED IN THE PUBLIC RECORDS OF FLAGLER  
COUNTY, FLORIDA, WHICH IMPOSES CONDITIONS,  
RESTRICTIONS, AND LIMITATIONS UPON THE USE AND  
DEVELOPMENT OF THE SUBJECT PROPERTY WHICH  
ARE BINDING UPON EACH SUCCESSOR AND ASSIGN  
OF US CAPITAL ALLIANCE, LLC, AS SUCCESSORS IN**

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**TITLE AND INTEREST OF HUNTER'S RIDGE RESIDENTIAL GOLF PROPERTIES, INC., HUNTER'S RIDGE TIMBER COMPANY, INC., AND HUNTER'S RIDGE GOLF COMPANY, INC., THE DEVELOPMENT ORDER DOES NOT CONSTITUTE A LIEN, CLOUD, OR ENCUMBRANCE OF REAL PROPERTY OR CONSTITUTE ACTUAL OR CONSTRUCTIVE NOTICE OF SAME. A COPY OF THE DEVELOPMENT ORDER MAY BE REVIEWED AT THE OFFICE OF THE PLANNING AND ZONING DEPARTMENT, FLAGLER COUNTY, FLORIDA, OR AT THE OFFICE OF THE DEPARTMENT OF COMMUNITY AFFAIRS, TALLAHASSEE, FLORIDA.**

**9. Proposed DRI Changes.** The Developer shall comply with provisions of the Florida Statutes in effect at the time of proposed changes to the DRI with regard to the process of making such changes. The Developer acknowledges that any change in the DRI, whether or not such change is considered to be a substantial or non-substantial deviation, may be required to comply with the State and County Comprehensive Plans in effect at the time of the requested change depending upon the nature of the requested change. The County acknowledges that the use conversions provided for in this Development Order shall not be deemed a change in the Development Order. The County acknowledges that a change that affects only one portion of the DRI shall not trigger a review of the entire DRI for consistency with changes in the State or County Comprehensive Plans since the date of the original enactment of the DRI. Only the portion or the specific provisions of the DRI or Development Order specifically affected by the change may be required to meet consistency with changes in the State and County Comprehensive Plans since the date of the original enactment of the DRI. In reference to this Section, the County and the Developer intend to comply with the requirements of law with regard to changes in the DRI and Development Order and no party waives its right to contest the applicability of any purported requirement of law to any particular proposed change in the future.

**10. Status of Development Rights.** The County acknowledges that the Developer has, by virtue of this Development Order, made substantial commitments to mitigate for impacts of proposed development pursuant to this Development Order. The Developer will also make substantial investments in construction and development of the infrastructure required under this Development Order, all in reliance upon realization of all development rights granted pursuant to this Development Order.

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Accordingly, the rights of the Owner and Developer to construct the development as set forth herein are intended to be vested rights and shall not be subject to downzoning or unit density reduction or intensity reduction, except as provided in General Condition 6 of this Development Order. Future modifications to the Flagler Land Development Code and other laws or regulations of the County affecting development shall apply to the development approved pursuant to this Development Order except to the extent that: (a) such application would be inconsistent with Section 163.3167(8), Florida Statutes; (b) such future modifications, laws, or regulations conflict with specific provisions, conditions, or commitments set forth in this Development Order and substantially diminish the development rights granted in this Development Order; or (c) such modifications require mitigation for development impacts which have been reviewed under Section 380.06, Florida Statutes, and addressed in this Development Order. The Developer does not waive any statutory or common law vested right or equitable estoppel right it now has or may acquire in the future to complete any portion of the DRI in accordance with the applicable State and local laws and ordinances in effect at the time this Development Order becomes effective.

**11. Additional Requests for Development Approval.** Additional development approval requests for the density, intensity, height, location, and general use shall not require further review pursuant to Section 380.06, Florida Statutes, unless it is found by the Flagler County Board of County Commissioners, after due notice and hearing, that one or more of the following is present:

- a. Substantial deviation from the terms or conditions of this Development Order, or other changes to the approved development, which create a reasonable likelihood of adverse regional impacts which were not evaluated in the review by the Northeast Florida Regional Council; or
- b. Termination of this Development Order.

Upon a finding that (a) is present, the Flagler County Board of County Commissioners shall order compliance with Section~~Sections~~ 380.06~~, (19)(g) and (h)~~, Florida Statutes, and development within the DRI may continue, as approved, during the DRI review in those portions of the development which are not affected by the proposed change. Upon a finding that (b) is present, the Flagler Board of County Commissioners shall order a termination of all development activity (except development activity authorized under Section 380.06~~, (15)(g)~~, Florida Statutes) until such time as a new DRI application for development approval has been submitted, reviewed, and approved in

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accordance with Section 380.06, Florida Statutes. However, this shall not relieve the Developer from subsequent Development Orders and specific use approvals related to the physical development proposed as provided for herein in Section I.

- 12. Limitation of DRI Development Order Approval.** The approval granted by this Development Order is limited. Such approval shall not be construed to obviate the duty of the Developer to comply with all other applicable local or State permitting procedures and secure additional Development Orders that may include, but shall not be limited to: Preliminary and Final platting, planned unit development approval, special exception approval for some uses, building permits, signage permits, land clearing permits, stormwater permits, and similar types of land development regulations.
- 13. Community Development District.** The Developer has indicated that it may form a Community Development District ("CDD") within the DRI pursuant to Chapter 190, Florida Statutes, as it may be amended from time to time. The County expressly maintains all rights available to it pursuant to Chapter 190, Florida Statutes, related to the proposed establishment of a CDD by the Developer. Any CDD for Hunter's Ridge approved pursuant to Chapter 190, Florida Statutes may finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain projects, systems and facilities for the purposes described in Section 190.012, Florida Statutes, including, but not limited to, any of the indicated transportation improvements, school and park improvements set forth in this Development Order, and any other projects required or authorized by this Development Order. It is understood that the CDD may seek to construct or fund any such projects within or outside the boundaries of the Community Development District as required by this Development Order or necessary to serve the development approved by this Development Order if approved by the entity requiring the improvement. If the Developer is required by this Development Order to provide, pay for, or otherwise cause to be provided, infrastructure, projects, systems, or facilities set forth in Chapter 190, Florida Statutes, including, without limitation, those in Sections 190.012(1) and (2), Florida Statutes, then the Community Development District independently may satisfy such obligations, if approved by the entity requiring the improvement. To the extent any such obligation under this Development Order is met or performed by the Community Development District, then the Developer shall no longer be subject to the obligation.

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- 14. Severability.** If any stipulation or any portion or section of any stipulation contained in this Development Order is declared, determined to be, or adjudged invalid, illegal, or unconstitutional by a court of competent jurisdiction, such adjudication shall not affect the approval granted in this Development Order, the other stipulations, or the other portions or sections of the affected stipulations, which shall remain in full force and effect as if the stipulation or portion or section of a stipulation so declared, determined to be, or adjudged invalid, illegal, or unconstitutional were not originally a part of this Development Order.
- 15. Successor Agencies.** Whenever, within the terms of the stipulations, reference is made to any department, agency, board, commission, or other instruments of the Federal or State governments, it is understood that such reference shall be construed to mean any future instrumentality which, by operation of law, may be created and designated as successor in interest or which may be possessed of any of the powers and duties of any referenced instrumentality in existence on the effective date of these stipulations. This shall not apply to local governments unless such delegation is specifically provided for herein.
- 16. Development Order Status.** This Development Order is intended to supplant terms, conditions, and approval of the original Development Order and amendments thereto with the exception of specific references herein that must be maintained.
- 17. Developer Responsible for Costs of Implementation.** The Developer will be responsible for the costs of implementing this Development Order, including reimbursement of County expenses on an at cost basis. Payment by the Developer for the County's expenses, including reimbursement of staff time, up to the adoption of this D.O. shall be due within 60 days, with the County to render the invoice to the Developer within 30 days of the time that the Board of County Commissioners approves the D.O.
- 18. Election Regarding Environmental Rules.** Pursuant to Section 380.06~~(5)(c)~~, Florida Statutes, the Developer will be bound by the Rules adopted pursuant to Chapters 373 and 403, Florida Statutes, in effect when the Development Order is issued and the Developer's rights shall be vested as to the~~The~~ Rules adopted pursuant to Chapters 373 and 403, Florida Statutes, in effect at the time the Development Order is issued. ~~shall be applicable to all applications for permits pursuant to those Chapters and which are necessary for and consistent with the~~

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~~development authorized in the Development Order, except that a later adopted rule shall be applicable to an application if:~~

- ~~a. The later adopted Rule is determined by the rule adopting agency to be essential to the public health, safety, or welfare;~~
- ~~b. The later adopted Rule is adopted pursuant to Section 403.061(27), Florida Statutes;~~
- ~~c. The later adopted Rule is being adopted pursuant to a subsequently enacted statutorily mandated program;~~
- ~~d. The later adopted Rule is mandating an order for the State to maintain delegation of a Federal program; or~~
- ~~e. The later adopted Rule is required by State or Federal law.~~

**Section VI. Reporting Requirements**

~~AA~~ A biennial monitoring report for the Hunter's Ridge DRI shall be prepared by the Developer ~~in accordance with Section 380.06, Florida Statutes,~~ and shall be submitted to the Northeast Florida Regional Council ("NEFRC"), the East Central Florida Regional Planning Council ("ECFRPC"), Department of Economic Opportunity ("DEO"), Volusia County, the City of Ormond Beach and Flagler County, no later than January 1 of every other year until buildout, commencing January 1, 2022 (the "Monitoring Report"). The monitoring reports shall be submitted consistent with the reporting requirements adopted in Section 380.06(18), Florida Statutes, or as amended. The Monitoring Report shall include:

1. A description of any changes made in the plan of development, phasing, or in representations contained in the Application for Development Approval ("ADA") since the date of adoption of this Development Order, and any actions taken by the local government to address these changes. Copies of any approvals taken to address changes including copies of any revised master plans not previously submitted will be attached to the Monitoring Report.

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2. A summary comparison of development activity proposed or conducted since the previous monitoring report and activity projected for that period until submittal of the next regular monitoring report. The summary will include: a description of site improvements, number of residential lots platted, gross floor area of non-residential uses constructed by land use type, location, and phase, with appropriate maps. A tabulation of the amount of acreage developed in the reporting period shall be provided by land use categories listed in Chapter 28-24, Florida Administrative Code ("F.A.C.").
3. An identification of the name of the purchaser of any undeveloped tracts of land in the Hunter's Ridge DRI, including the location and size of the tracts purchased, and the amount of development rights allocated to the purchaser, with map(s) which show the parcel(s) or sub-parcel(s) acquired.
4. A cumulative summary of all development that has taken place within the Hunter's Ridge DRI by the land use categories listed in Chapter 28-24, F.A.C., including residential lots platted, gross floor area of non-residential uses constructed by land use type and location, together with a cumulative summary of location, size (acreage), development rights purchased (land use type and square footage), and the name of the purchaser of all parcels purchased within the Hunter's Ridge DRI.
5. To the extent known to the Developer, a description of any lands purchased or optioned within one mile of the boundaries of the Hunter's Ridge DRI by a person who has acquired a fee simple or lesser interest in Hunter's Ridge subsequent to issuance of the Development Order (but excluding persons who have only acquired a leasehold interest in lands or improvements within the Hunter's Ridge DRI), identifying such land, its size, and its intended use on a site plan and map.
6. A listing of any substantial local, State, and Federal permits which were obtained, applied for, or denied, during this reporting period, specifying the agency, type of permit, parcel, location(s), and activity for each permit.
7. A description of any moratorium imposed by a regulatory agency on development within the Hunter's Ridge DRI, specifying the type of moratorium, duration, cause, and remedy.

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8. Provide an analysis demonstrating there will be sufficient capacity of potable water, wastewater, and solid waste facilities serving the Hunter's Ridge DRI for the anticipated development for the ensuing report period.
9. Provide an assessment of Applicant's, Applicant's successor, if any, and local government's compliance with conditions and commitments contained in the Development Order.
10. A description of any change to the previously reported stormwater plans, design criteria, or planting and maintenance programs.
11. A description of any known incremental DRI applications for development approval or requests for a substantial deviation that were filed in the reporting period and to be filed during the next reporting period.
12. A description of any change in local government jurisdiction for any portion of the development since the Development Order was issued.
13. Traffic reports, which shall be submitted to the Florida Department of Transportation ("FDOT") District 5 Urban Office in Orlando, as well as to the City of Ormond Beach, Volusia County, Flagler County, NEFRC, ECFRPC, and DEO. The first traffic report shall be due concurrently with the first biennial Monitoring Report and then biennially thereafter until project buildout. The following information shall be included:
  - a. A description of current development by land use, type, location, number of residential units, and amount of square footage of non-residential, along with the proposed construction schedule for the ensuing 24-month period, and appropriate maps.
  - b. The status of the improvements to be pipelined by the Developer, including the status of the payment of the proportionate share and schedule for new and/or improved roadways, traffic control devices, or other transportation facility improvements to be constructed or provided by the Developer or governmental entity to accommodate the total existing and anticipated traffic demands, any and all developer's agreements entered into to effectuate the improvements, and any other Developer's obligations required in the Development Order to meet transportation conditions.

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14. A statement certifying that the NEFRC, DEO, and Flagler County and all affected agencies have been sent copies of the Monitoring Report in conformance with ~~Section~~Sections 380.06<sub>2</sub>(15) and (18), Florida Statutes, if required. The Developer shall ensure that all appropriate agencies receive a copy of the Biennial Monitoring Reports.

15. Commencing on March 1, 2023 and each year thereafter on March 1, the Developer

shall to deliver to the Planning Director for Flagler County a detailed spreadsheet identifying the subdivision name/s and number of approved platted lots within the Flagler County DRI as of January 1 of that year, the number of building permits issued for the prior year, and a description of the outstanding Developer obligations under the DRI and the status of said Developer obligations as of January 1 of that year. The spreadsheet of information shall be relied upon by the County to monitor the status of the satisfaction or completion of any Developer obligation, including but not limited to infrastructure requirements, donations, extractions or monetary payments imposed upon the Developer under this DRI. If it is determined that the Developer or its successors or assigns have not properly and timely satisfied any condition precedent to development hereunder, the County shall be entitled to deny any approvals of future development until such time as said obligation is satisfied or completed. Prior to enforcing the conditions herein against Developer, the County shall give Developer notice of the noncompliance, and Developer shall have a 30-day period to cure the noncompliance. The Developer acknowledges that its ongoing obligations under the DRI Development Order is a contract which the Developer executes upon its adoption and, unless the County agrees otherwise, the Developer is unable to terminate its DRI obligations without a release from the County. The Developer may assign obligations to sub developers or to successors such portions of the DRI obligations as it deems appropriate. Pursuant to the contractual nature of this Development Order, however, the Developer shall continue to be liable for any Developer obligations regardless of any such assignment to a sub developer or a successor in interest of any such part of the DRI obligations hereunder.

**Section VII. Rendition**

Within ten (10) days of the adoption of this Development Order, Flagler County shall render a copy of this Development Order with all attachments, certified as complete and accurate, by certified mail, return receipt requested, to: the Florida Department of

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Economic Opportunity; the East Central Florida Regional Planning Council; the Northeast Florida Regional Council; the City of Ormond Beach; Volusia County; and the Developer.

**WHEREFORE**, the parties hereto have caused these presents to be signed all as of the date and year first above written.

**ATTEST:**

**FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS**

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

\_\_\_\_\_  
Gregory L. Hansen~~Joseph F. Mullins~~, Chair

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sean S. Moylan, Deputy Assistant County  
Attorney

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**DEVELOPER'S COVENANT AND AGREEMENT**

COMES NOW, the undersigned, and covenant and agree to the foregoing.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2023~~2022~~.

**FOR US CAPITAL ALLIANCE, LLC.:**

WITNESSES:

By: Hunter's Ridge Acquisition and  
Development, LLC.,

\_\_\_\_\_  
Signature

By: Hunter's Ridge Manager, LLC., its  
Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Glen Fishman, Manager

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

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

The foregoing instrument was acknowledged before me, by \_\_\_ online or \_\_\_  
physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 2023~~2022~~, by Glen  
Fishman, as Manager of Hunter's Ridge Acquisition and Development, LLC., as Manager,  
on behalf of US Capital Alliance, LLC., , a Florida Limited Liability Company, who is  
personally known to me and who did not take an oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2023~~2022~~.

(SEAL)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Name