



Flagler County Board of County Commissioners Meeting Agenda

April 3, 2023 • 9:00 a.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:**
 - 1) **Water Conservation Month – April 2023** (*Requested by the St. Johns Water Management District and Flagler County Land Management*)
 - 2) **Fair Housing Month – April 2023** (*Requested by Devrie Paradowski, Housing Program Manager*)
 - 3) **National Healthcare Decisions Month – April 2023** (*Requested by Tammy Horn, Haven Professional Liaison*)
 - 4) **Child Abuse Prevention Month – April 2023** (*Requested by Christy Gillis Department of Children and Families or Department of Children and Families*)
 - 5) **Sexual Assault Awareness Month – April 2023** (*Requested by the Family Life Center*)
 - 6) **Distracted Driving Awareness Month – April 2023** (*Requested by Sheriff Rick Staly*)
 - 7) **911 Public Safety Telecommunications Week – April 9-15, 2023** (*Requested by Sheriff Rick Staly*)
 - 4c) **Presentations: Flagler County Sheriff Unit Citation Award Presentations** (*Presented by Sheriff Rick Staly*)
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 - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of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 March 10, 2023
 - 2) Disbursement Report for Week Ending March 17, 2023

- 6b) Clerk: Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
- 1) March 6, 2023 Regular Meeting
 - 2) March 6, 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) Consideration of Approval of a Service Contract No. 22-048 between Flagler County and Waste Pro of Florida Inc., to provide Residential Solid Waste Management Services in the Annual Not-to-Exceed Amount of \$3,000,000:** Request the Board approve and authorize the Chair to execute a service Contract No. 22-048 to Waste Pro of Florida, Inc., in the annual not-to exceed amount of \$3,000,000 for residential solid waste management services as approved to form by the County Attorney, authorize the County Administrator to execute change orders and other related project documents as approved to form by the County Attorney. *(Requested by Mike Dickson, General Services Director and E. John Brower, Financial Services Director)*
- 7-c) Consideration to Award a Cooperative Purchase Agreement 23-029PB to TRP Construction Group, LLC Utilizing St. Johns County Agreement 22-MCC-TRP-15576. Staff also requests approval of Installation of Pavement Markings and Markers on County Road 304 from US-1 to County Road 305 per this Cooperative Purchase Agreement:** Request the Board approve award of Cooperative Purchase Agreement 23-029PB for Assorted Pavement Striping and Pavement Marking Services through January 31, 2025 and authorize the Chair to execute the Agreement as approved as to form by the County Attorney and approved by the County Administrator, in the not-to-exceed amount of \$180,000. *(Requested by Mike Dickson, General Services Director and Ryan Prevatt, Road and Bridge Manager)*
- 7-d) Consideration of Award for Invitation to Bid 22-0387B to Halifax Paving, Inc. for the Roadway Stabilization Construction and Drainage Improvements for a Segment of County Road 90 between Hickory Street and County Road 75. The Alternate Bid Option that Corresponds to the Segment of County Road 90 Recommended by Staff to be Awarded is Alternate Bid Option 2. FDOT Financial Project No. 448759-1-54-01:** Request the Board approve the following: 1) Bid Award 22-0387B to Halifax Paving, Inc. for the construction of County Road 90 Alternate Bid Option 2 in the amount of \$1,041,505.00 and authorize the Chair to execute the contract as approved as to form by the County Attorney; 2) authorize County Administrator to execute any change orders or other project related documents approved as to form by the County Attorney within the overall project budget; and 3) approve the budget transfer. *(Requested by Robert Rounds, Purchasing Manager and Faith Alkhatib, County Engineer)*

8. General Business: None

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

- 9-a) Ordinance Amending Chapter Twenty-seven, Article II, Sections 27-29, 27-30, and 27-31 of the Flagler County Code of Ordinances to Prohibit the Intentional Release of a Balloon or Sky Lantern to the Atmosphere:** Request the Board approve this ordinance amending Sections 27-29, 27-30, and 27-31 of the Flagler County Code of Ordinances. *(Requested by Sean Moylan, Deputy County Attorney)*

10. Additional Reports and Comments:

10-a) County Administrator Report/Comments

10-b) County Attorney Report/Comments

- 10-c) Community Outreach:** *This thirty-minute time period has been allocated for public comment for items not 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 APRIL 2023 AS
“WATER CONSERVATION MONTH” IN FLAGLER COUNTY**

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

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

WHEREAS, residents are encouraged to keep their home leak-free by fixing broken sprinkler heads and repairing dripping faucets, toilet flappers and showerheads; and

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

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

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

NOW, THEREFORE, THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS do hereby proclaim the month of **April 2023** as “**Water Conservation Month**” in Flagler County and call upon the citizens and businesses of Flagler County to help protect this precious resource by practicing water saving measures and become more aware of the need to conserve water.

Adopted this 3rd day of April, 2023.

ATTEST:

FLAGLER COUNTY BOARD
OF COMMISSIONERS

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Gregory L. Hansen
Chair

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING APRIL 2023 AS
“FAIR HOUSING MONTH” IN FLAGLER COUNTY, FLORIDA.**

WHEREAS, April 11th 2023, marks the 55th anniversary of the passage of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing for all who live in the United States of America; and

WHEREAS, The Fair Housing Act prohibits discrimination based on race, color, religion, sex, familial status, handicap and national origin, and encourages fair housing opportunities for all; and

WHEREAS, the provision of fair housing opportunities for all Flagler County citizens is vital to the economic stability, community health, and well-being of all citizens and communities in Flagler County; and

WHEREAS, the Fair Housing Amendments Act of 1988 seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing and to emphasize equal housing as a fundamental human right for all; and

WHEREAS, Flagler County, Florida fully supports the intent and purpose of the Federal Fair Housing Act and follows policies and practices to achieve its goal.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim April 2023 as “**Fair Housing Month**” in Flagler County, Florida, to establish Flagler County as an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of Flagler County, Florida.

Adopted this 3rd day of April, 2023.

Attest:

Flagler County Board of County Commissioners

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Gregory L. Hansen
Chair

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING APRIL 2023 AS
“NATIONAL HEALTHCARE DECISIONS MONTH” IN FLAGLER COUNTY**

WHEREAS, National Healthcare Decisions Day is recognized across our nation on April 16, 2023 to raise public awareness of the need to plan ahead for health-care decisions, especially those related to end of life care and medical decision-making when patients are unable to speak for themselves, and to encourage the specific use of advanced directives to communicate these important health care decisions; and

WHEREAS, many Flagler County Florida residents have not yet prepared for health-care decisions in times of crisis or at end of life, nor had important conversations with their families and their healthcare providers and documented those decisions; and

WHEREAS, it is likely a significant reason for these low percentages is that there is both a lack of awareness and an uncertainty in the public about Advanced Directives; and

WHEREAS, one of the goals of Healthcare Decisions Day is to raise awareness and provide clear and consistent information to the public about advanced directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of citizens with advanced directives; and

WHEREAS, Haven Hospice endorses this event and is committed to educating the public during the month of April to stress the importance of discussing health care choices and executing advanced directives to make their wishes known.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim, “**April 2023 as National Healthcare Decisions Month**” and encourage all citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

Adopted this 3rd day of April 2023.

Attest:

**Flagler County Board of
County Commissioners**

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Gregory L. Hansen, Chair

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING APRIL 2023 AS
“CHILD ABUSE PREVENTION MONTH” IN FLAGLER COUNTY**

WHEREAS, our children are our most valuable resources and will shape the future of Flagler County; and

WHEREAS, childhood trauma, including abuse and neglect, is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that build strong children and families; and

WHEREAS, we acknowledge that we must work together as a community in partnership to build awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim **April 2023** as “**Child Abuse Prevention Month**” in Flagler County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Adopted this 3rd day of April, 2023.

Attest:

**Flagler County Board of
County Commissioners**

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Gregory L. Hansen, Chair

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING APRIL 2023 AS
“SEXUAL ASSAULT AWARENESS MONTH” IN FLAGLER COUNTY, FLORIDA.**

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual assault violence is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment impact our community and statistics show that one in five women and one in 71 men will be raped at some point in their lives; that one in six boys and one in four girls will experience a sexual assault before age 18; youth ages 12-17 are 2.5 times as likely to be victims of rape or sexual assault and on campus one in five women and one in 16 men are sexually assaulted; and

WHEREAS, during 2022, Family Life Center, as the certified Rape Crisis Center in Flagler County, provided 46 sexual assault related community education events, 879 supportive services and answered 68 sexual assault crisis hotline calls for survivors of sexual assault and their families living in Flagler County; and

WHEREAS, the “Start By Believing” public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help sexual assault victims access supportive resources and engage the criminal justice system; and

WHEREAS, Flagler County joins advocates and communities across the country because we are strongest when we raise our voices together to change the culture to prevent sexual violence. Prevention requires addressing the root causes and social norms that allow sexual violence to exist. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

WHEREAS, the Flagler County Advocate Alliance (comprised of Victim Advocates from Bunnell Police Department, Family Life Center, Flagler Beach Police Department, Flagler County Sheriff’s Office and the Office of the State Attorney, Seventh Judicial Circuit, Flagler) is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim **April 2023** as “**Sexual Assault Awareness Month**” in Flagler County and do hereby encourage all citizens to support the “Start By Believing” public awareness campaign.

Adopted this 3rd day of April, 2023.

Attest:

Flagler County Board of County Commissioners

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Gregory L. Hansen
Chair

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
DESIGNATING APRIL 2023 AS
“DISTRACTED DRIVING AWARENESS MONTH” IN FLAGLER COUNTY**

WHEREAS, distracted driving is an epidemic on our roadways, claiming thousands of lives and injuring hundreds of thousands each year in the United States; and

WHEREAS, informing drivers of the dangers of using a handheld communications device while operating a motor vehicle is essential to reducing distraction-related fatalities and injuries; and

WHEREAS, distracted driving occurs when drivers engage in activities that divert their attention from the road (such as texting, talking on a cell phone, adjusting the radio, or interacting with passengers); and

WHEREAS, The National Highway Traffic Safety Administration (NHTSA) states that each day in the United States, approximately nine people are killed, and more than 1,000 are injured in crashes that reportedly involve a distracted driver; and

WHEREAS, increased awareness about the dangers of distracted driving may reduce traffic fatalities and injuries in Palm Coast and throughout the Country; and

WHEREAS, Flagler County believes a month dedicated to programs and activities focused on reducing distracted driving will significantly raise awareness.

NOW, THEREFORE, THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS do hereby proclaim the month of **April 2023** as “**Distracted Driving Awareness Month**” in Flagler County and call upon the citizens to help establishing a strong culture of personal responsibility and a cultural norm of driving habits that increase the safety of all road users.

Adopted this 3rd day of April, 2023.

ATTEST:

FLAGLER COUNTY BOARD
OF COMMISSIONERS

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Gregory L. Hansen
Chair

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
DESIGNATING THE WEEK OF APRIL 9–15, 2023 AS
“NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK”
IN FLAGLER COUNTY, FLORIDA**

WHEREAS, emergencies can occur at any time that require law enforcement, fire or emergency medical services; and

WHEREAS, when an emergency occurs the prompt response of law enforcement officers, firefighters and emergency medical personnel is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters and emergency medical personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the Flagler County Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters and emergency medical personnel by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Flagler County Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Communications employee has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW THEREFORE, THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS do hereby proclaim the week of April 9-15, 2023 as “**National Public Safety Telecommunications Week**” in Flagler County, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Adopted this 3rd day of April 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 03/06/23 to 03/10/23

Item 6a(1)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/31/23	741	BLUE CROSS BLUE SHIELD OF FLORIDA	INV1000065764	\$310,143.57	December 2022 Medical and Dental Claims
			Check Total	\$310,143.57	
03/08/23	821	EXPRESS TAX - TTL WIRE	Payroll0310	\$124,273.55	Week of 03/10/2023
			Check Total	\$124,273.55	
03/10/23	827	NATIONWIDE RETIREMENT SOLUTIONS INC	Payroll0310	\$9,916.11	Week of 03/10/2023
			Check Total	\$9,916.11	
03/10/23	828	EXPERT PAY - CHILD SUPPORT WIRE	Payroll0310	\$1,171.98	Week of 03/10/2023
			Check Total	\$1,171.98	
03/06/23	201830	3 DOT REALTY MANAGEMENT LLC	RO R001828	\$1,000.00	RENT ASSIST ANDERSON RO R001828
			Check Total	\$1,000.00	
03/06/23	201831	ADVANCE AUTO PARTS	8483305579467	\$136.64	MISCELLANEOUS AUTO PARTS-#8483305579467
			Check Total	\$136.64	
03/06/23	201832	ADVANCED ROOFING INC	0000209138	\$90,000.00	JUSTICE CENTER ROOF REPLACEMENT
			Check Total	\$90,000.00	
03/06/23	201833	AETNA BEHAVIORAL HEALTH LLC	E0287709	\$451.20	EAP CAPITATION FOR APR 2023
			Check Total	\$451.20	
03/06/23	201834	AJAX BUILDING COMPANY, LLC	PAY APP 18	\$165,743.17	SHERIFF OPERATIONS CENTER
03/06/23	201834	AJAX BUILDING COMPANY, LLC	PAY APP 19	\$119,891.77	SHERIFF OPERATIONS CENTER
			Check Total	\$285,634.94	
03/06/23	201835	ALLEN, NORTON & BLUE PA	169392	\$1,298.50	PROFESSIONAL SERVICES THROUGH 01.31.23
			Check Total	\$1,298.50	
03/06/23	201836	AMERICAN HEALTH ASSOCIATES, INC	RO M012029	\$30.16	IHC SHIPMAN RO M012029
			Check Total	\$30.16	
03/06/23	201837	ARGOS USA, LLC	93003113	\$734.00	CONCRETE & MISC SUPPLIES-FC RAMS AIRFIELD
			Check Total	\$734.00	
03/06/23	201838	ASCAP	500692878 2023/24	\$1,361.17	LICENSE FEES 1.1.23 - 2.29.24
			Check Total	\$1,361.17	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201839	AT&T INC	287320351626X0 225202	\$1,189.60	FIRSTNET SERVICES 1.18.23 - 2.17.23
			Check Total	\$1,189.60	
03/06/23	201840	AT&T INC	287315918621X0 225202	\$1,130.24	FIRSTNET SERVCIES 2.18.23 - 3.17.23
			Check Total	\$1,130.24	
03/06/23	201841	AT&T SERVICES	386M0I533123505 63	\$199.00	E911 - SERVICES FOR 2.16.23 - 3.15.23
			Check Total	\$199.00	
03/06/23	201842	AUTO PLUS AUTO PARTS	650123393	\$16.86	AUTOMOTIVE PARTS AND SUPPLIES-#650123393
03/06/23	201842	AUTO PLUS AUTO PARTS	650123464	\$26.53	AUTOMOTIVE PARTS AND SUPPLIES-#650123464
			Check Total	\$43.39	
03/06/23	201843	BAKER & TAYLOR, INC	5018169703	\$374.92	LIBRARY MATERIALS
03/06/23	201843	BAKER & TAYLOR, INC	5018169704	\$40.15	LIBRARY MATERIALS
03/06/23	201843	BAKER & TAYLOR, INC	5018196609	\$35.83	LIBRARY MATERIALS-BUNNELL
			Check Total	\$450.90	
03/06/23	201844	BLUEBEAM INC.	1569573	\$1,090.00	BLUEBEAM MAINT AGRMNT RENEWAL 3.23.23 - 3.22.24
			Check Total	\$1,090.00	
03/06/23	201845	BORLAND-GROOVER CLINIC PA	RO M011924	\$166.63	ICH SPINELLI RO M011924
03/06/23	201845	BORLAND-GROOVER CLINIC PA	RO M011992	\$127.05	IHC WILKENS RO M011992
			Check Total	\$293.68	
03/06/23	201846	BOULEVARD TIRE CENTER	27-GS102015	\$2,635.96	TIRES-#27-GS102015
03/06/23	201846	BOULEVARD TIRE CENTER	27-GS102016	\$1,478.40	TIRES-#27-GS102016
			Check Total	\$4,114.36	
03/06/23	201847	BOUND TREE MEDICAL LLC	84856507	\$515.10	MEDICAL SUPPLIES-#84856507
03/06/23	201847	BOUND TREE MEDICAL LLC	84856508	\$299.53	MEDICAL SUPPLIES-#84856508
03/06/23	201847	BOUND TREE MEDICAL LLC	84867281	\$1,334.40	MEDICAL SUPPLIES-#84867281
03/06/23	201847	BOUND TREE MEDICAL LLC	84867282	\$149.28	MEDICAL SUPPLIES-#84867282
			Check Total	\$2,298.31	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201848	BRIAN'S CUSTOM GOLF CARS	64521	\$4,571.17	GOLF CART REPAIRS
			Check Total	\$4,571.17	
03/06/23	201849	CARR RIGGS & INGRAM LLC	17533224	\$43,000.00	Professional Auditing Services
			Check Total	\$43,000.00	
03/06/23	201850	CARRIER ENTERPRISE LLC	1864979-01	\$876.00	REPLACEMENT HVAC START UP FEES
03/06/23	201850	CARRIER ENTERPRISE LLC	3732746-00	\$5,151.00	REPLACE AC UNITS AT AIR TRAFFIC CONTROL TOWERS
03/06/23	201850	CARRIER ENTERPRISE LLC	4280685-00	\$3,334.00	AC REPLACEMENT - TRIANGLE AIR -321
			Check Total	\$9,361.00	
03/06/23	201851	CDW GOVERNMENT LLC	GV83889	\$203.02	XEROX MONTLY PRINT FEES
03/06/23	201851	CDW GOVERNMENT LLC	GZ67183	(\$0.01)	XEROX MONTLY PRINT FEES
			Check Total	\$203.01	
03/06/23	201852	CHANGE HEALTHCARE	7004118678	\$12,441.79	AMBULANCE BILLING 01.01.23 - 01.31.23
			Check Total	\$12,441.79	
03/06/23	201853	CINTAS CORPORATION	4147687089	\$106.66	UNIFORM RENTALS AND MISC ITEMS
			Check Total	\$106.66	
03/06/23	201854	CITY OF BUNNELL	01-0270-01 1222	\$415.80	1769 E MOODY BLVD 3 12.20.22 - 1.19.23
03/06/23	201854	CITY OF BUNNELL	01-0320-01 0123	\$228.73	1769 E MOODY BLVD #8 12.20.22 - 1.19.23
03/06/23	201854	CITY OF BUNNELL	01-5190-02 0123	\$373.10	1601 OLD MOODY BLVD 12.20.22 - 1.19.23
03/06/23	201854	CITY OF BUNNELL	05-0070-01 0123	\$84.76	655 JUSTICE LN 12.20.22 - 1.19.23
			Check Total	\$1,102.39	
03/06/23	201855	CITY OF FLAGLER BEACH	RO U003540	\$300.00	UTILITY ASSIST LENIHAN RO U003540
			Check Total	\$300.00	
03/06/23	201856	CITY OF FLAGLER BEACH	0000002784	\$538.73	FUEL DEPOT - FEB 2023
			Check Total	\$538.73	
03/06/23	201857	CITY OF PALM COAST	RO U003539	\$113.59	PCW ASSIST ANDERSON RO U003539
			Check Total	\$113.59	
03/06/23	201858	CNC NAVTECH LLC	PAY APP 1	\$233,088.00	INSTALLATION/UPGRADE OF NAVCOM

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201858	CNC NAVTECH LLC	PAY APP 1R	\$9,000.00	BID BOND AND DOC FEES - NO RETAINAGE
			Check Total	\$242,088.00	
03/06/23	201859	CROWNE CONSULTING GROUP, INC.	102744	\$43,214.23	SERVICES FOR MANAGMENT OF EMPLOYEE HEALTH CLINIC
03/06/23	201859	CROWNE CONSULTING GROUP, INC.	INV 102708	\$10,971.00	FEBRUARY 2023-PROGRAM FEES
			Check Total	\$54,185.23	
03/06/23	201860	DADE PAPER & BAG, LLC	13011481	\$2,712.40	JANITORIAL AND SANITATION SUPP
			Check Total	\$2,712.40	
03/06/23	201861	DEANGELO CONTRACTING SERVICES	4353	\$7,066.53	INV#4353 - Jan-March Treatment - 2.1.23
			Check Total	\$7,066.53	
03/06/23	201862	EAST FLAGLER MOSQUITO CONTROL	101211	\$309.83	ESPANOLA MONITORING SVC - JANUARY 2023
03/06/23	201862	EAST FLAGLER MOSQUITO CONTROL	101212	\$461.50	RIMA RIDGE MONITORING SVC - JANUARY 2023
			Check Total	\$771.33	
03/06/23	201863	EASTMAN AGGREGATE ENTERPRISES, LLC	Pay App#1	\$2,009,595.53	NORTH FLAGLER COUNTY DUNE PROJ
			Check Total	\$2,009,595.53	
03/06/23	201864	FEDERAL EXPRESS CORPORATION	8-040-85859	\$143.72	FEDEX SERVICES
			Check Total	\$143.72	
03/06/23	201865	FERGUSON ENTERPRISE LLC	1538300	\$131.46	PLUMBING PARTS - PARKS RESTROOMS
03/06/23	201865	FERGUSON ENTERPRISE LLC	1542272	\$31.76	SINK REPAIR PARTS - PARKS RESTROOMS
03/06/23	201865	FERGUSON ENTERPRISE LLC	1542388	\$644.98	BASIN SINK - EOC
03/06/23	201865	FERGUSON ENTERPRISE LLC	1542460	\$398.45	PLUMBING PARTS - INMATE FACILITY
03/06/23	201865	FERGUSON ENTERPRISE LLC	1569553	\$319.33	PLUMBING PARTS AND SUPPLIES
			Check Total	\$1,525.98	
03/06/23	201866	FERGUSON ENTERPRISES, INC.	1981330	\$58,010.20	METAL PIPE TO RESTOCK INVENTORY
			Check Total	\$58,010.20	
03/06/23	201867	FISHBACK & DOMINICK	115242	\$2,257.07	PROFESSIONAL SVC RENDERED THRU 12/31/22
03/06/23	201867	FISHBACK & DOMINICK	115545	\$908.30	PROFESSIONAL SERVICES JAN 2023
			Check Total	\$3,165.37	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201868	FLAGLER CO CLERK OF CIRCUIT COURT &	Payroll030323	\$22.00	Week of 03/03/2023
			Check Total	\$22.00	
03/06/23	201869	FLAGLER CO SHERIFF OFFICE	23-0028	\$16,111.95	INMATE MEDICAL CLAIMS
03/06/23	201869	FLAGLER CO SHERIFF OFFICE	LETF 0323	\$1,000.00	LAW ENFORCEMENT TRUST FUND
			Check Total	\$17,111.95	
03/06/23	201870	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	1603	\$1,713.33	HANGAR RENTAL FOR FIREFLIGHT
03/06/23	201870	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	1623	\$4,287.44	TDO MONTHLY RENT AND CAM CHARGES
			Check Total	\$6,000.77	
03/06/23	201871	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	3049	\$10,514.13	TRANSPORTATION FOR 3B CONGREGATE MEALS FEB 2023
			Check Total	\$10,514.13	
03/06/23	201872	FLAGLER POWER EQUIPMENT	118278	\$2,910.58	MOWER EQUIPMENT & PARTS-#118278
			Check Total	\$2,910.58	
03/06/23	201873	FLAGLER VOLUNTEER SERVICES, INC.	FVS 0223 QTRLY	\$6,250.00	VOLUNTEER CENTER FUNDING TO RECRUIT NEW VOLUNTEERS
			Check Total	\$6,250.00	
03/06/23	201874	FLORIDA CANCER SPECIALISTS, PL	RO M012025	\$89.74	IHC HATCHER RO M012025
			Check Total	\$89.74	
03/06/23	201875	FLORIDA DRUG TESTING INC.	ADC 1222	\$2,625.00	125 DRUG SCREEN - DEC 1-31, 2023
03/06/23	201875	FLORIDA DRUG TESTING INC.	PT 1222	\$1,029.00	DRUG SCREENING - DEC 1-31, 2023
			Check Total	\$3,654.00	
03/06/23	201876	FLORIDA HIGH SPEED INTERNET	122888	\$2,000.00	FL HIGH SPEED INTERNET SERVICE
			Check Total	\$2,000.00	
03/06/23	201877	FLORIDA JANITOR & PAPER SUPPLY INC	358144-1	\$40.08	JANITORIAL SUPPLIES-#358144-1
			Check Total	\$40.08	
03/06/23	201878	FLORIDA POWER & LIGHT COMPANY	14382-81592 0123	\$331.86	120 AIRPORT RD #3RD 1.5.23 - 2.3.23

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201878	FLORIDA POWER & LIGHT COMPANY	41445-07755 0123	\$204.51	1 RIMI RIDGE BLVD #FIRE STA 1.24.23 - 2.22.23
03/06/23	201878	FLORIDA POWER & LIGHT COMPANY	50781-74520 0123	\$11.40	1700 S OLD KINGS RD #SCALE OL 1.11.23 - 2.10.23
03/06/23	201878	FLORIDA POWER & LIGHT COMPANY	93696-92117 0223	\$345.52	14 PALM HARBOR VILLAGE WAY 1.19.23 - 2.17.23
			Check Total	\$893.29	
03/06/23	201879	FLORIDA POWER & LIGHT COMPANY- ASSIS	19650-62316 0123	\$212.74	EHEAP ARPA ASSIST C. GREEN
03/06/23	201879	FLORIDA POWER & LIGHT COMPANY- ASSIS	42329-78546 0123	\$209.61	EHEAP ARPA ASSIST R. ROBINSON
03/06/23	201879	FLORIDA POWER & LIGHT COMPANY- ASSIS	52664-39594 0123	\$155.83	EHEAP ARPA ASSIST S. SCHMIT
03/06/23	201879	FLORIDA POWER & LIGHT COMPANY- ASSIS	90456-08503 0123	\$172.91	FPL ASSIST DOHERTY RO U003541
			Check Total	\$751.09	
03/06/23	201880	GENERAL TRUCK EQUIPMENT & TRAILER SALES	82059	\$3,410.00	FLEET VEHICLE REPAIR - 2019 FORD - #KEF81237
			Check Total	\$3,410.00	
03/06/23	201881	GILBERT P ASPINWALL	TR 02.27.23	\$1,198.32	FIR 4301, FIR 4303
			Check Total	\$1,198.32	
03/06/23	201882	H.R. LEWIS PETROLEUM CO.	326671B	\$2,868.00	OIL FOR CENTRAL STORES-#326671B
			Check Total	\$2,868.00	
03/06/23	201883	HANSON PROFESSIONAL SERVICES, INC.	1100399	\$23,235.39	PROFESSIONAL SVC THRU JAN 31, 2023
			Check Total	\$23,235.39	
03/06/23	201884	HERITAGE FUNERAL & CREMATION SRVC	RO B000328	\$600.00	INDIGENT CREMATION LINDSAY RO B000328
			Check Total	\$600.00	
03/06/23	201885	KRONOS INCORPORATED	12036798	\$5,273.14	TELESTAFF ANNUAL SERVICE & SUPPORT
			Check Total	\$5,273.14	
03/06/23	201886	LOWE'S HOME CENTERS, LLC	01110	\$686.34	MRO SUPPLIES AND EQUIPMENT-RUSSELL LANDING
03/06/23	201886	LOWE'S HOME CENTERS, LLC	01413	\$229.14	MRO SUPPLIES AND EQUIPMENT - TRUCK #8698

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201886	LOWE'S HOME CENTERS, LLC	70719	\$85.68	MRO SUPPLIES AND EQUIPMENT-#70719
03/06/23	201886	LOWE'S HOME CENTERS, LLC	78287	\$756.36	MRO SUPPLIES AND EQUIPMENT-#78287
03/06/23	201886	LOWE'S HOME CENTERS, LLC	78369	\$756.36	MRO SUPPLIES AND EQUIPMENT-#78369
03/06/23	201886	LOWE'S HOME CENTERS, LLC	83854	\$884.48	MRO SUPPLIES AND EQUIPMENT-#83854
03/06/23	201886	LOWE'S HOME CENTERS, LLC	ARPA CREDIT FY22	(\$1,744.02)	ARPA CREDIT FROM FY22 - NEVER PROCESSED
			Check Total	\$1,654.34	
03/06/23	201887	M & B TREE SERVICE, LLC	9372	\$5,533.00	TREE REMOVAL - PRINCESS PLACE
03/06/23	201887	M & B TREE SERVICE, LLC	9406	\$420.00	TREE REMOVAL - CHICKEN FARM RD
			Check Total	\$5,953.00	
03/06/23	201888	MANSFIELD OIL COMPANY	24016728	\$26,956.54	BULK OIL-#24016728
03/06/23	201888	MANSFIELD OIL COMPANY	24034187	\$24,202.29	BULK OIL-#24034187
03/06/23	201888	MANSFIELD OIL COMPANY	24043151	\$23,496.54	BULK OIL-#24043151
			Check Total	\$74,655.37	
03/06/23	201889	MASSEY SERVICES INC	51935335	\$70.00	INV#51935335 - Red Roof Barn - Pest - 2.2.23
03/06/23	201889	MASSEY SERVICES INC	51974048	\$18.00	INV#51974048 - Carver Gym - Rodent - 2.16.23
03/06/23	201889	MASSEY SERVICES INC	52028587	\$15.00	INV#52028587 - Lehigh RR - Pest - 2.10.23
03/06/23	201889	MASSEY SERVICES INC	52087567	\$20.00	INV#520877567 - Pellicer CC - Rodent - 2.2.23
03/06/23	201889	MASSEY SERVICES INC	52101428	\$30.00	INV#52101428 - Health Dept Sheds - Pest - 2.18.23
03/06/23	201889	MASSEY SERVICES INC	52610521	\$50.00	INV#52610521 - Guana Tolomato - Rodent - 2.7.23
03/06/23	201889	MASSEY SERVICES INC	52640732	\$150.00	INV#52640732 - Wadsworth Dog - Pest - 2.21.23
03/06/23	201889	MASSEY SERVICES INC	52975943	\$160.00	INV#52975943 - Sheriff Ops - Pest - 2.2.23
03/06/23	201889	MASSEY SERVICES INC	53393939	\$85.00	INV#53393939 - K9 Training Grounds - Pest - 2.16
03/06/23	201889	MASSEY SERVICES INC	53726494	\$150.00	INV#53726494 - Haw Creek CC -Rodent Stations- 2.20
03/06/23	201889	MASSEY SERVICES INC	53726525	\$400.00	INV#53726525 - Haw Creek CC - Rodent - 2.20.23
			Check Total	\$1,148.00	
03/06/23	201890	MAUDLIN TRUCKS, LLC	X205012781:01	\$220.50	FILTERS FOR HEAVY EQUIPMENT-#X205012781:01
			Check Total	\$220.50	
03/06/23	201891	MCKESSON MEDICAL-SURGICAL INC	51704466	\$552.23	MEDICAL GOODS AND SUPPLIES

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201891	MCKESSON MEDICAL-SURGICAL INC	51938889	\$469.72	MEDICAL GOODS AND SUPPLIES
03/06/23	201891	MCKESSON MEDICAL-SURGICAL INC	51940210	\$13.48	MEDICAL GOODS AND SUPPLIES
03/06/23	201891	MCKESSON MEDICAL-SURGICAL INC	52140605	\$316.96	MEDICAL GOODS AND SUPPLIES
03/06/23	201891	MCKESSON MEDICAL-SURGICAL INC	52170568	\$493.05	MEDICAL GOODS AND SUPPLIES
03/06/23	201891	MCKESSON MEDICAL-SURGICAL INC	52263585	(\$45.63)	CREDIT FOR ORIG INV #51938889
03/06/23	201891	MCKESSON MEDICAL-SURGICAL INC	52660690	\$552.23	MEDICAL GOODS AND SUPPLIES
			Check Total	\$2,352.04	
03/06/23	201892	MCKINNON & MCKINNON, P.A.	ODH MOTEL 0123	\$935.00	LEGAL SERVICES -ODH MOTEL 1.1.23 - 1.31.23
03/06/23	201892	MCKINNON & MCKINNON, P.A.	SEARS BLDG 0123	\$880.00	LEGAL SERVICES - SEARS BLDG 1.1.23 - 1.31.23
			Check Total	\$1,815.00	
03/06/23	201893	PIERRE-JEAN, MELODY	INVOICE # 4	\$270.00	INV #4 SS DIETITIAN SERVICES/CONG MEALS
			Check Total	\$270.00	
03/06/23	201894	NABORS, GIBLIN & NICKERSON PA	220 23010 48018 HJE	\$345.00	CONF W/SEAN MOYLAN & RONNI MOORE
			Check Total	\$345.00	
03/06/23	201895	NATIONAL FIRE PROTECTION ASSOC.	8377112X	\$1,725.00	NATIONAL FIRE CODES ANNUAL SUBSCRIPTION
			Check Total	\$1,725.00	
03/06/23	201896	P & S PAVING INC	PAY APP #6	\$930,862.35	WATER OAK ROAD IMPROVEMENTS 01.01.23- 01.31.23
			Check Total	\$930,862.35	
03/06/23	201897	Patriot Response Group, LLC.	025-100	\$18,005.65	SHIP REHAB 45 WHITCOCK
			Check Total	\$18,005.65	
03/06/23	201898	PRIME HEALTH SERVICES, INC	2022-2032-002-01	\$2,488.22	INMATE 07.10.22 07.11.22
03/06/23	201898	PRIME HEALTH SERVICES, INC	2023-11-001-01	\$919.21	INMATE 11.09.22
03/06/23	201898	PRIME HEALTH SERVICES, INC	2023-13-001-01	\$31,571.43	INMATE 11.13.22
03/06/23	201898	PRIME HEALTH SERVICES, INC	2023-147-001-02	\$21,910.33	INMATE 08.11.22
03/06/23	201898	PRIME HEALTH SERVICES, INC	2023-155-001-01	\$8,917.00	INMATE 11.08.22
03/06/23	201898	PRIME HEALTH SERVICES, INC	2023-23-001-01	\$758.49	INMATE 06.20.22
03/06/23	201898	PRIME HEALTH SERVICES, INC	2023-25-001-01	\$3,105.57	INMATE 08.24.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201898	PRIME HEALTH SERVICES, INC	2023-28-001-01	\$1,048.30	INMATE 09.02.22
03/06/23	201898	PRIME HEALTH SERVICES, INC	2023-29-001-01	\$466.10	INMATE 09.21.22
			Check Total	\$71,184.65	
03/06/23	201899	QUALITY HARDWARE & SPECIALTY CO. INC.	108555	\$4,973.55	DOOR & MATERIALS - VITAL STATISTICS
03/06/23	201899	QUALITY HARDWARE & SPECIALTY CO. INC.	108836	\$1,144.95	METAL DOOR AT INMATE FACILITY
			Check Total	\$6,118.50	
03/06/23	201900	REUBEN ZUAZUA	TR 03.01.2023	\$599.16	MAT240
			Check Total	\$599.16	
03/06/23	201901	RING POWER CORPORATION	11SE08485793	\$55,439.00	NEW GENERATOR - STATION 62 - HMGP GRANT
03/06/23	201901	RING POWER CORPORATION	18PC8503899	\$183.25	EQUIPMENT PARTS AND SERVICE - VEHICLE 1004
03/06/23	201901	RING POWER CORPORATION	18PC8516038	\$394.03	EQUIPMENT PARTS AND SERVICE - EQUIP #9486
			Check Total	\$56,016.28	
03/06/23	201902	SECURITY AND FIRE ELECTRONICS, INC.	SP-9114	\$326.66	INV#SP-9114 - Energy Plant - Backflow Repair -2.16
03/06/23	201902	SECURITY AND FIRE ELECTRONICS, INC.	SP-9116	\$227.67	INV#SP-9116 -Airport Delta- Backflow Repair - 2.16
03/06/23	201902	SECURITY AND FIRE ELECTRONICS, INC.	SP-9125	\$138.00	INV#SP-9125 - Station 92 - Backflow Repair - 2.7
03/06/23	201902	SECURITY AND FIRE ELECTRONICS, INC.	SP-9156	\$3,100.00	INV#SP-9156 - FM-200 Inspections - 2.1.23
			Check Total	\$3,792.33	
03/06/23	201903	THE SHERWIN-WILLIAMS COMPANY	3588-3	\$320.00	FCSO OPS CENTER
			Check Total	\$320.00	
03/06/23	201904	SMA HEALTHCARE, INC.	IHC MULTIPLE RO	\$194.39	IHC RO- WILLIAMS,CARTER,MERCER,GOOD,SIMPSON,JOEL
			Check Total	\$194.39	
03/06/23	201905	DEX IMAGING, INC	5023854102	\$2,454.19	COPIER LEASE 2.24.23 - 3.23.23
			Check Total	\$2,454.19	
03/06/23	201906	STATE OF FLORIDA	2T-2203	\$72.79	BUNNELL PHONE CHARGES FOR STATE ATTORNEY
			Check Total	\$72.79	
03/06/23	201907	STATE OF FLORIDA	2T53090001-20230215	\$24.20	DAYTONA BEACH PHONE SVC

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201907	STATE OF FLORIDA	2T53100001-20230215	\$24.20	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53110001-20230215	\$24.20	DAYTONA BEACH TELEPHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53150001-20230215	\$24.20	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53160001-20230215	\$24.07	DELAND PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53180001-20230215	\$338.80	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53190001-20230215	\$43.12	RBS-2 INTERNET ACCESS/DEDICATED LONG DIST
03/06/23	201907	STATE OF FLORIDA	2T53200001-20230215	\$48.40	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53210001-20230215	\$24.20	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53220001-20230215	\$313.59	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53240001-20230215	\$50.50	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53270001-20230215	\$72.60	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53280001-20230215	\$145.20	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53290001-20230215	\$48.40	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53310001-20230215	\$24.20	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53320001-20230215	\$24.20	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53330001-20230215	\$47.39	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53340001-20230215	\$48.40	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53360001-20230215	\$72.60	DAYTONA BEACH PHONE SVC
03/06/23	201907	STATE OF FLORIDA	2T53370001-20230215	\$1,376.41	MYFLORIDANET-2
			Check Total	\$2,798.88	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201908	STATE OF FLORIDA	2T53120001-20230215	\$0.05	SWITCHED LONG DISTANCE
03/06/23	201908	STATE OF FLORIDA	2T53230001-20230215	\$0.73	DEDICATED LONE DISTANCE
03/06/23	201908	STATE OF FLORIDA	2T53300001-20230215	\$0.09	DEDICATED/SWITCHED LONG DISTANCE
03/06/23	201908	STATE OF FLORIDA	2T53350001-20230215	\$1.69	SWITCHED LONG DIST
			Check Total	\$2.56	
03/06/23	201909	STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT	00-FC-017	\$1,818.69	HURRICANE IRMA CLOSEOUT
			Check Total	\$1,818.69	
03/06/23	201910	SUNBELT RENTALS INC.	135739831-0001	\$888.12	EQUIPMENT RENTALS - PRINCESS PLACE & FACILITIES
			Check Total	\$888.12	
03/06/23	201911	TEN-8 FIRE EQUIPMENT, INC	1310010000	\$465.36	FIRE EQUIP - GLOBE ONYX 13" PUL-ON SZ 11.5M
			Check Total	\$465.36	
03/06/23	201912	THE FIORENTINO GROUP LLC	8997	\$5,000.00	PROFESSIONAL SVC THROUGH MAR 2023
			Check Total	\$5,000.00	
03/06/23	201913	THE GABOTON GROUP, LLC	10-416	\$3,500.00	FEDERAL LOBBYIST - FEBRUARY RETAINER
			Check Total	\$3,500.00	
03/06/23	201914	THE WARE GROUP, LLC.	S011411406.001	\$291.35	HVAC PARTS-#S011411406.001
			Check Total	\$291.35	
03/06/23	201915	TNTSI INC	P11172	\$15,124.00	PROPOSAL 158740.0 - NEW FCSO ACCESS CONTROL/VIDEO
			Check Total	\$15,124.00	
03/06/23	201916	TOMOKA SURGERY CENTER, LLC	RO M011933	\$1,807.63	IHC MARTINEZ RO M011933
			Check Total	\$1,807.63	
03/06/23	201917	VILLAGE KEY AND ALARM	343530	\$350.00	INV#343530 - Sheriff Ops - FY2023 Monitoring- 12.1
03/06/23	201917	VILLAGE KEY AND ALARM	402280	\$564.98	INV#402280 - Sheriff Ops - Connect Security - 2.27
			Check Total	\$914.98	
03/06/23	201918	WASTE PRO OF FLORIDA INC	House Diff 3.1	\$5,120.44	Residential Waste -House Count Diff - Nov,Dec 2022

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/06/23 to 03/10/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	201918	WASTE PRO OF FLORIDA INC	House Diff 3.1A	(\$401.43)	House Diff Franchise & Recycle- Nov,Dec 2022 - 3.1
03/06/23	201918	WASTE PRO OF FLORIDA INC	Waste 3/1	\$228,603.83	Residential Waste - February - 3.1.23
03/06/23	201918	WASTE PRO OF FLORIDA INC	Waste 3/1A	(\$17,922.02)	Franchise & Recycle Rebate - 3.1.23
			Check Total	\$215,400.82	
03/08/23	201919	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll0310	\$15,297.38	Week of 03/10/2023
			Check Total	\$15,297.38	
03/08/23	201920	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll031023	\$1,652.66	Week of 03/10/2023
			Check Total	\$1,652.66	
03/08/23	201921	UNITED WAY OF VOLUSIA-FLAGLER, INC	Payroll0310	\$1.00	Week of 03/10/2023
			Check Total	\$1.00	
			Report Total	\$4,819,508.38	

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

Invoices Processed for period 03/13/23 to 03/17/23

Item 6a(2)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/10/23	699	VERIFONE INC	77176096	\$126.75	PAAS ALL IN ONE W/HARDWARE, MTHLY
			Check Total	\$126.75	
03/16/23	792	P&A ADMINISTRATIVE SERVICES, INC	02.18.2023	\$808.23	P&A Flexible Spending 02.18.2023
			Check Total	\$808.23	
02/21/23	793	P&A ADMINISTRATIVE SERVICES, INC	02.17.2023	\$332.14	P&A Flexible Spending 02.17.2023
			Check Total	\$332.14	
02/21/23	794	P&A ADMINISTRATIVE SERVICES, INC	02.20.2023	\$202.00	P&A Flexible Spending 02.20.2023
			Check Total	\$202.00	
02/21/23	795	P&A ADMINISTRATIVE SERVICES, INC	02.19.2023	\$80.13	P&A Flexible Spending 02.19.2023
			Check Total	\$80.13	
02/23/23	797	P&A ADMINISTRATIVE SERVICES, INC	02.21.2023	\$1,033.21	P&A Flexible Spending 02.21.2023
			Check Total	\$1,033.21	
03/16/23	837	STATE OF FLORIDA	AIRPORT 0223	\$7,174.93	AIRPORTSALES TAX FEB 2023
			Check Total	\$7,174.93	
03/16/23	838	STATE OF FLORIDA	PR PL 0223 DOR	\$945.44	PRINCESS PLACE SALES TAX FEB 2023
			Check Total	\$945.44	
03/16/23	839	STATE OF FLORIDA	BULL CREEK 0223 DOR	\$789.15	BULL CREEK SALES TAX DOR FEB 2023
			Check Total	\$789.15	
03/16/23	840	STATE OF FLORIDA	PARKS 0223	\$587.69	PARKS SALES TAX FEB 2023
			Check Total	\$587.69	
03/16/23	842	STATE OF FLORIDA	BINGS 0223	\$59.57	BINGS SALES TAX FEB 2023
			Check Total	\$59.57	
03/16/23	843	STATE OF FLORIDA	LIBRARY 0223	\$4.64	LIBRARY SALES TAX FEB 2023
			Check Total	\$4.64	
03/17/23	844	NATIONWIDE RETIREMENT SOLUTIONS INC	Payroll031723	\$9,826.11	Week of 03/17/2023
			Check Total	\$9,826.11	
03/17/23	845	EXPERT PAY - CHILD SUPPORT WIRE	Payroll031723	\$1,171.98	Week of 03/17/23

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$1,171.98	
03/17/23	847	FLAGLER CO TAX COLLECTOR	BULL CREEK 0223 TC	\$563.68	BULL CREEK TOURIST TAX FEB 2023
			Check Total	\$563.68	
03/17/23	848	FLAGLER CO TAX COLLECTOR	PR PL 0223 TC	\$560.40	PRINCESS PLACE TOURIST TAX FEB 2023
			Check Total	\$560.40	
03/13/23	201922	AMERICAN JANITORIAL, INC.	24289	\$48,008.67	INV#24289 - February Monthly - 3.31.23
03/13/23	201922	AMERICAN JANITORIAL, INC.	24290	\$1,530.00	INV#24290 - February Cabin Cleaning - 2.28
03/13/23	201922	AMERICAN JANITORIAL, INC.	24291	\$420.00	INV#24291 - February Additional Cleanings - 2.28
			Check Total	\$49,958.67	
03/13/23	201923	AMERICAN SONGWRITER	1673	\$1,500.00	1/2 PAGE AD MARCH/APRIL PRINT
			Check Total	\$1,500.00	
03/13/23	201924	AMY'S SIGNS & GUARDRAIL INC	30623-CLOVE	\$1,856.00	GUARDRAIL REPAIR - CR 305 & CLOVE
03/13/23	201924	AMY'S SIGNS & GUARDRAIL INC	30623-DIXIE	\$2,836.00	GUARDRAIL REPAIR - OLD DIXIE & I-95
			Check Total	\$4,692.00	
03/13/23	201925	ANITA TIPTON	3B-02012023	\$6,741.76	3B HOMEMAKING FEBRUARY 2023
03/13/23	201925	ANITA TIPTON	3E-022023	\$1,502.24	3E RESPITE FEBRUARY 2023
03/13/23	201925	ANITA TIPTON	ADI-022023	\$1,822.84	ADI RESPITE FEBRUARY 2023
03/13/23	201925	ANITA TIPTON	CCE-022023	\$5,285.32	CCE HOMEMAKING FEBRUARY 2023
			Check Total	\$15,352.16	
03/13/23	201926	AUTO PLUS AUTO PARTS	6501124560	\$70.88	AUTOMOTIVE PARTS AND SUPPLIES
03/13/23	201926	AUTO PLUS AUTO PARTS	650123588	\$946.38	AUTOMOTIVE PARTS AND SUPPLIES-
03/13/23	201926	AUTO PLUS AUTO PARTS	650123711	\$19.60	AUTOMOTIVE PARTS AND SUPPLIES
03/13/23	201926	AUTO PLUS AUTO PARTS	650124534	\$1,153.28	AUTOMOTIVE PARTS AND SUPPLIES
			Check Total	\$2,190.14	
03/13/23	201927	BOULEVARD TIRE CENTER	27-GS102082	\$2,949.70	TIRES
			Check Total	\$2,949.70	
03/13/23	201928	BOUND TREE MEDICAL LLC	84749752	\$487.60	G3 BACKUP, RED, BBP RESISTANT
03/13/23	201928	BOUND TREE MEDICAL LLC	84832307	\$527.07	MEDICAL - C3 KETAMINE 50MG/ML,10ML VIAL 10/BOX

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	201928	BOUND TREE MEDICAL LLC	84872751	\$470.90	MEDICAL SUPPLIES
03/13/23	201928	BOUND TREE MEDICAL LLC	84874484	\$197.20	MEDICAL SUPPLIES
03/13/23	201928	BOUND TREE MEDICAL LLC	84878612	\$2,200.00	RESUSCITATOR CAREVENT ALS W/6' SUPPLY HOSE/MASK
03/13/23	201928	BOUND TREE MEDICAL LLC	84878613	\$2,889.37	MEDICAL SUPPLIES
03/13/23	201928	BOUND TREE MEDICAL LLC	84881844	\$2,014.52	MEDICAL SUPPLIES
			Check Total	\$8,786.66	
03/13/23	201929	CARRIER CORPORATION	90260070	\$18,000.00	INV#90260070 - EP -Teardown Inspection - Chiller 4
			Check Total	\$18,000.00	
03/13/23	201930	CDW GOVERNMENT LLC	GS94166	\$2,484.02	PAN TB FZ-55 I5-1145G7 512/16 W10P -IT PARKS & REC
03/13/23	201930	CDW GOVERNMENT LLC	GT17625	\$323.70	LOGITECH C920S PRO HD WEBCAM
03/13/23	201930	CDW GOVERNMENT LLC	GW20497	\$194.72	HP 728 130ML DESIGNJET INK CART MAG
03/13/23	201930	CDW GOVERNMENT LLC	GW80235	\$1,705.44	DESIGNJET T730 HW SUPP & DESIGNJET T830-24 MFP SUP
03/13/23	201930	CDW GOVERNMENT LLC	HB69120	\$61.20	HP DJ T120/T520 24IN SPINDLE
03/13/23	201930	CDW GOVERNMENT LLC	HD18913	\$266.00	HP SB THUNDERBOLT DOCK 120W G2
03/13/23	201930	CDW GOVERNMENT LLC	HD67718	\$319.32	CRUCIAL 32 GB KIT DDR4-3200MHZ SODIMM
			Check Total	\$5,354.40	
03/13/23	201931	CHANGE HEALTHCARE	7004112362	\$11,549.95	AMBULANCE BILLING 12.1.22 - 12.31.22
			Check Total	\$11,549.95	
03/13/23	201932	CHURCH ON THE ROCK, PALM COAST	CHURCH RENT 0423	\$3,500.00	CHURCH RENT - CONG MEALS APRIL 2023
			Check Total	\$3,500.00	
03/13/23	201933	CINTAS CORPORATION	4146291258	\$7.81	UNIFORM RENTAL
03/13/23	201933	CINTAS CORPORATION	4147001740	\$7.81	UNIFORM RENTALS
03/13/23	201933	CINTAS CORPORATION	4147686711	\$8.22	INV#4147686711-Landfill 02.27.23
03/13/23	201933	CINTAS CORPORATION	4147686781	\$5.38	UNIFORM RENTAL
03/13/23	201933	CINTAS CORPORATION	4147686801	\$36.66	INV#4147686801- Shop Towels 02.27.23
03/13/23	201933	CINTAS CORPORATION	4147686863	\$7.81	UNIFORM RENTAL
03/13/23	201933	CINTAS CORPORATION	4147686982	\$13.24	UNIFORM RENTALS

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	201933	CINTAS CORPORATION	4147687871	\$681.06	INV#4147687871 Uniforms 02.27.23
03/13/23	201933	CINTAS CORPORATION	4148393127	\$106.66	UNIFORM RENTALS
			Check Total	\$874.65	
03/13/23	201934	CITY OF BUNNELL	01-0250-01 0223	\$1,067.35	1769 E MOODY BLVD 1 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	01-0260-01 0223	\$1,151.26	1769 E MOODY BLVD 2 - 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	01-0280-01 0223	\$252.17	1769 E MOODY BLVD 4 - 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	01-0290-01 0223	\$529.33	1769 E MOODY BLVD 5 - 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	01-0300-01 0223	\$1,810.45	1769 E MOODY BLVD 6A 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	01-0310-01 0223	\$85.70	1769 E MOODY BLVD 6B 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	01-5250-02 0123	\$272.41	1790 OLD MOODY BLVD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	02-1950-01 0223	\$345.22	206 E MOODY BLVD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	03-3500-01 0123	\$235.88	160 SAWGRASS RD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	03-3510-01 0223	\$239.51	160 SAWGRASS RD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	03-3540-01 0223	\$277.35	160 SAWGRASS - FAIRGROUNDS RD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	03-3550-01 0223	\$84.76	160 SAWGRASS RD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	03-3560-01 0223	\$265.50	160 SAWGRASS@FAIRGROUNDS RD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	03-3571-00 0223	\$308.10	160 SAWGRASS@FAIRGROUNDS RD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	03-3572-00 0223	\$89.19	160 SAWGRASS RD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	04-1090-01 0223	\$336.08	201 E DRAIN ST 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	04-1180-01 0223	\$228.23	201 E DRAIN RESTRMS ST 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	04-2400-02 0223	\$325.08	103 E MOODY BLVD 12.20.22 - 1.19.23
03/13/23	201934	CITY OF BUNNELL	04-2410-01 0223	\$237.11	106 E MOODY BLVD 12.20.22 - 1.19.23
			Check Total	\$8,140.68	
03/13/23	201935	CITY OF FLAGLER BEACH	02009 0223	\$205.76	825 MOODY LN 1.17.23 - 2.14.23
03/13/23	201935	CITY OF FLAGLER BEACH	02010 0223	\$131.24	815 MOODY LN 1.17.23 - 2.14.23
			Check Total	\$337.00	
03/13/23	201936	CITY OF PALM COAST	344534-19521 0223	\$66.64	79 MALACOMPRA AVE 1.10.23 - 2.9.23

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	201936	CITY OF PALM COAST	344535-19531 0223	\$99.97	115 MALACOMPRA RD 1.10.23 - 2.9.23
03/13/23	201936	CITY OF PALM COAST	344536-19958 0223	\$28.51	5862 N OCEANSHORE BLVD 1.10.23 - 2.9.23
03/13/23	201936	CITY OF PALM COAST	344536-19960 0223	\$99.40	5862 N OCEANSHORE BLVD RSTRM 1.10.23 - 2.9.23
03/13/23	201936	CITY OF PALM COAST	344541-45015 0223	\$137.35	1000 S PARK RD 1.11.23 - 2.10.23
03/13/23	201936	CITY OF PALM COAST	640977-77968 0223	\$75.96	5695 COLBERT LN 1.11.23 - 2.10.23
03/13/23	201936	CITY OF PALM COAST	704579-80604 0223	\$341.23	30 BAY DR 1.10.23 - 2.9.23
			Check Total	\$849.06	
03/13/23	201937	CLEAR CHANNEL OUTDOOR HOLDINGS, INC	20112727	\$1,022.00	ADVERTISING FOR WARBIRDS OVER FLAGLER
			Check Total	\$1,022.00	
03/13/23	201938	CONFIDENT CARE OF FLORIDA CORP	CC 0223	\$3,554.08	HHS-CONFIDENT CARE FEBRUARY 2023
			Check Total	\$3,554.08	
03/13/23	201939	CONSOR ENGINEERS, LLC	D210167FL.03-2	\$3,993.04	CEI SERVICES - FIRST AVE, APACHE, AND OSCEOLA
03/13/23	201939	CONSOR ENGINEERS, LLC	D210167FL.04-7	\$11,684.58	CEI Serv-Const of Malacompra Rdway Resurf Imprvmts
			Check Total	\$15,677.62	
03/13/23	201940	CROWN CASTLE FIBER LLC	1294899	\$1,441.13	MONTHLY INTERNET CHARGES FOR STATE ATTORNEY
			Check Total	\$1,441.13	
03/13/23	201941	DS SERVICES OF AMERICA, INC.	8465615 020123	\$1,225.10	WATER DISPENSER RENTALS AND WATER
			Check Total	\$1,225.10	
03/13/23	201942	DEPARTMENT OF JUVENILE JUSTICE	202303-18	\$16,654.00	PRE-DISPOSITIONAL DETENTION COSTS FOR FY 22/23
			Check Total	\$16,654.00	
03/13/23	201943	DUNES COMM DEV DISTRICT	002-0007-02 0223	\$263.26	200 16TH RD PARK RSTRM 1.6.23 - 2.7.23
03/13/23	201943	DUNES COMM DEV DISTRICT	002-0039-00 0223	\$157.68	JUNGLE HUT RD PARK 1.6.23 - 2.7.23
			Check Total	\$420.94	
03/13/23	201944	EASTERN AVIATION FUELS INC	3741442	\$36,442.38	AVIATION FUEL RESALE - AVGAS

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	201944	EASTERN AVIATION FUELS INC	R3747680	\$1,700.00	3K JET TRUCK RENT
			Check Total	\$38,142.38	
03/13/23	201945	ENGLAND, THIMS & MILLER, INC	0205905	\$2,490.00	PROFESSIONAL SERVICES THROUGH 11.26.22
03/13/23	201945	ENGLAND, THIMS & MILLER, INC	0206516	\$122.50	MARINELAND ACRES IMPROVEMENTS PER RSQ 17-047Q
			Check Total	\$2,612.50	
03/13/23	201946	ENVIRONMENTAL CONTROL SYSTEMS INC	27787	\$800.00	SEPTIC PUMP OUT
03/13/23	201946	ENVIRONMENTAL CONTROL SYSTEMS INC	27845	\$250.00	BIO CLEAN
			Check Total	\$1,050.00	
03/13/23	201947	ENVIRONMENTAL LAND SERVICES OF FC	149167	\$76.70	YARD WASTE - TICKET #319720, #319933, #320027
			Check Total	\$76.70	
03/13/23	201948	FLAGLER CO CLERK OF CIRCUIT COURT &	3RD QTR FY 2022-23	\$878,057.00	3RD QTR BUDGET DUE
			Check Total	\$878,057.00	
03/13/23	201949	FLAGLER CO CLERK OF CIRCUIT COURT &	Payroll0310	\$20.00	Week of 03/10/2023
			Check Total	\$20.00	
03/13/23	201950	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	2023020135	\$311.23	PERMIT PAYMENT SLIP - HD DENTAL EXPO
			Check Total	\$311.23	
03/13/23	201951	FLAGLER COUNTY PUBLIC SCHOOL DISTRICT	SCH/IMP 12/22	\$389,196.06	4th Qtr FY22 & 1st Qtr FY23 School Board Impact Fe
			Check Total	\$389,196.06	
03/13/23	201952	FLAGLER FENCE INC.	2-23008	\$3,125.00	DOUBLE GATE OFF FIN WAY
			Check Total	\$3,125.00	
03/13/23	201953	FLAGLER VOLUNTEER SERVICES, INC.	FVS 0223	\$1,000.00	VOLUNTEER SUPPORT & TRAINING SVC FEB 2023
			Check Total	\$1,000.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	201954	FLORIDA GOVERNMENT UTILITY AUTHORITY	40010038 0123	\$250.77	3665 N OCEANSHORE BLVD 1.17.23 - 2.16.23
			Check Total	\$250.77	
03/13/23	201955	FLORIDA HIGH SPEED INTERNET	125467	\$2,000.00	FL HIGH SPEED INTERNET SERVICE
			Check Total	\$2,000.00	
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	06874-05688 0223	\$158.87	79 MALACOMPRA RD #COMM CENTER 1.24.23 - 2.22.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	21728-50535 0223	\$61.76	5633 N OCEAN SHORE BLVD #LIGHT 1.27.23 - 2.27.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	21842-01701 0223	\$65.50	1380 COUNTY RD 2007 #COMM CNTR 1.23.23 - 2.21.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	31022-57114 0223	\$466.26	1001 JUSTICE LN #SFTY COMM 1.30.23 - 2.28.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	32820-32121 0223	\$90.11	2500 PRINCESS PL RD #LEGACY BLVD2 1.23.23- 2.21.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	36563-15029 0223	\$205.99	6108 MAHOGANY BLVD #WELL 1.25.23 - 2.23.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	36742-68275 0223	\$222.80	1000 MOODY BLVD #SL 2.1.23 - 3.2.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	39389-61087 0223	\$656.24	5593 N OCEAN SHORE BLVD 1.27.23 - 2.27.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	61389-02967 0223	\$397.88	99 E COUNTY RD 2006 #FRNT 2.2.23 - 3.3.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	62068-57051 0223	\$328.70	2500 PRINCESS PL RD #LODGE3 1.23.23 - 2.21.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	77253-47111 0223	\$157.62	1769 E MOODY BLVD #COM TWR #A 2.6.23 - 3.7.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	77979-32220 0223	\$100.18	2007 COUNTY RD 2007 #PAV/RSTRMS 1.23.23 - 2.21.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	80548-26360 0223	\$80.16	2500 PRINCESS PL RD #ISLND HSE 1.23.23 - 2.21.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	81090-05747 0223	\$195.08	9257 COUNTY RD 304 #COMM CNTR 1.23.23 - 2.21.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	86933-00611 0223	\$114.99	5862 N OCEANSHORE BLVD #RESTRMS 1.24.23 - 2.22.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	88277-77288 0223	\$406.94	1250 S OLD DIXIE HWY #CELL TWR 2.1.23 - 3.2.23

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	90268-02992 0223	\$306.36	3055 COUNTY RD 13 #SEC 2.2.23 - 3.3.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	92357-52210 0223	\$100.29	6108 MAHOGANY BLVD #OUTLGT LGHT 1.25.23 - 2.23.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	96118-17231 0223	\$107.52	2500 PRINCESS PL RD #CARERESIDEN/SHOP 1.23-2.21.23
03/13/23	201956	FLORIDA POWER & LIGHT COMPANY	98497-02190 0223	\$125.91	9805 N OCEANSHORE BLVD #CARETAKER 1.27.23-2.27.23
			Check Total	\$4,349.16	
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	03187-55246 0223	\$35.56	1705 COUNTY ROAD 2007 1.23.23 - 2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	03937-28589 0223	\$29.20	2500 PRINCESS PL RD #2ND GATE 1.23.23 - 2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	06375-06288 0223	\$46.24	3861 W COUNTY RD 2006 #SEC LGHT 1.23.23 - 2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	12767-86025 0223	\$58.66	6108 MAHOGANY BLVD #COMM CENTER
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	13664-19370 0223	\$46.76	2500 PRINCESS PL RD #RESTRM/BARN4 1.2323 - 2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	16049-79573 0223	\$48.19	2604 PRINCESS PL RD #1 1.23.23 - 2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	16064-05635 0223	\$34.41	115 MALACOMPRA RD #RESTROOMS 1.24.23 - 2.22.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	17482-31378 0223	\$28.61	1852 PRINCESS PL RD #ISLND HSE APT 1.23.23-2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	20877-23538 0223	\$47.83	1250 S OLD DIXIE HWY #PARK 2.1.23 - 3.2.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	21962-09718 0223	\$26.78	1380 COUNTY RD 2007 #ARENA
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	34228-11491 0223	\$30.31	2500 PRINCESS PL RD #PUMPHSE1 1.23.23 - 2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	35222-51366 0223	\$29.72	30 BAY DR #PARK 2.1.23 - 3.2.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	44664-41492 0223	\$28.07	2500 PRINCESS PL RD #CARETKER CABIN5 1.23 - 2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	45498-00391 0223	\$59.14	2500 PRINCESS PL RD #EQUEST CMPGRND 1.23-2.21.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	56205-24370 0223	\$30.26	3665 N OCEAN SHORE BLVD 1.24.23 - 2.22.23

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	64470-84044 0223	\$26.42	1669 COUNTY RD 2007 #BOYSCOUTCM
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	74064-79332 0223	\$42.97	200 16TH RD #RESTROOMS 1.27.23 - 2.27.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	75684-02643 0223	\$33.87	125 JUNGLE HUT RD #RESTROOMS 1.27.23 - 2.27.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	91194-99433 0223	\$27.49	5862 N OCEANSHORE BLVD #PARK 1.24.23 - 2.22.23
03/13/23	201957	FLORIDA POWER & LIGHT COMPANY	91321-02493 0223	\$52.76	3861 COUNTY RD 2006 W 1.23.23 - 2.21.23
			Check Total	\$763.25	
03/13/23	201958	FLORIDA POWER & LIGHT COMPANY	30447-09560 0223	\$25.66	3333 OLD KINGS RD 2.1.23 - 3.2.23
03/13/23	201958	FLORIDA POWER & LIGHT COMPANY	32986-21099 0223	\$25.66	3055 COUNTY RD 13 #SS 2.2.23 - 3.3.23
03/13/23	201958	FLORIDA POWER & LIGHT COMPANY	47343-86420 0223	\$25.66	2500 PRINCESS PL RD #MAINGATE 1.23.23 - 2.21.23
03/13/23	201958	FLORIDA POWER & LIGHT COMPANY	55778-80338 0223	\$11.40	2500 PRINCESS PL RD #OUTSIDE LGHT 1.23.23 - 2.21.23
03/13/23	201958	FLORIDA POWER & LIGHT COMPANY	79701-80480 0223	\$25.66	3861 W COUNTY RD 2006 #MARINA 1.23.23 - 2.21.23
03/13/23	201958	FLORIDA POWER & LIGHT COMPANY	81713-40493 0223	\$26.07	2500 PRINCESS PL RRD #OPENFIELD AREA 1.23-2.21.23
03/13/23	201958	FLORIDA POWER & LIGHT COMPANY	83341-06518 0223	\$22.79	2500 PRINCESS PL RD #OUTSIDE LGHT2 1.23.23 - 2.21.23
			Check Total	\$162.90	
03/13/23	201959	FORNELL ENTERPRISES INC.	1020443	\$264.13	AEROSHELL W-100 PLUS 6/1, MINERAL 100 6/1
			Check Total	\$264.13	
03/13/23	201960	FRIENDS ASSISTING SENIORS &FAMILIES	CSI 0223	\$1,062.56	CSI - CCE HMK PECA FEBRUARY 2023
			Check Total	\$1,062.56	
03/13/23	201961	GANNETT MEDIA CORP	0005119304	\$913.78	ORDER NUMBERS: 8069252 AND 8077739
03/13/23	201961	GANNETT MEDIA CORP	0005284215	\$2,010.86	ADVERTISING FOR MISC DEPARTMENTS
03/13/23	201961	GANNETT MEDIA CORP	0005284284	\$655.88	ADVERTISING FOR ITB 23-018B
			Check Total	\$3,580.52	
03/13/23	201962	GIDDENS SECURITY CORP	23467097	\$3,182.40	INV#23467097 - GSB - February - 3.7.23

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	201962	GIDDENS SECURITY CORP	23467098	\$12,391.67	INV#23467098 - Justice Center - February - 3.7.23
			Check Total	\$15,574.07	
03/13/23	201963	GRAFT, INC	652748	\$395.00	GRAFT - UK WEB PACKAGE
			Check Total	\$395.00	
03/13/23	201964	GUARDIAN MEDICAL MONITORING INC	26704	\$308.00	SENIOR SERVICE CLIENT MONITORING FEBRUARY 2023
			Check Total	\$308.00	
03/13/23	201965	HOYLE, TANNER & ASSOCIATES, INC	0068569	\$19,390.00	CONSTRUCTION ADMIN SVC -T-HANGAR 1.29.23 - 2.25.23
			Check Total	\$19,390.00	
03/13/23	201966	IBM CORPORATION	4111588	\$417.00	IBM WSI PILOTBRIEF - OPTIMA 04.01.23 - 06.30.23
			Check Total	\$417.00	
03/13/23	201967	IBS OF COASTAL JACKSONVILLE	139319933	\$1,066.38	VEHICLE BATTERIES
03/13/23	201967	IBS OF COASTAL JACKSONVILLE	30044538	\$2,366.15	VEHICLE BATTERIES
			Check Total	\$3,432.53	
03/13/23	201968	INDIGITAL TELECOM	13752	\$4,758.00	MONTHLY ROUTING SERVICES E911 - MAR 2023
			Check Total	\$4,758.00	
03/13/23	201969	INTERIM HHA OF ST AUGUSTINE, INC.	INTERIM 0223	\$2,697.62	HHS - INTERIM FEBRUARY 2023
			Check Total	\$2,697.62	
03/13/23	201970	JAMES BOETTNER	2023 POW WOW	\$3,000.00	SPONSORSHIPT OF DANCE COMPETITION
			Check Total	\$3,000.00	
03/13/23	201971	JDI MARINELAND LLC	207642-14107	\$41.51	WATER/SEWER CHARGE FEB 2023
			Check Total	\$41.51	
03/13/23	201972	JESUS MESTA	REIMB 02.22.23	\$50.00	REIMB FOR PATCHES SEWN ON FLIGHT SUIT
			Check Total	\$50.00	
03/13/23	201973	KNIGHT JON BOY INC	366983	\$515.00	PORTABLE TOLIET RENTALS - RACE THE RUNWAYS
			Check Total	\$515.00	
03/13/23	201974	KYOCERA DOCUMENT SOLUTIONS AMERICA, INC	55V1314679	\$103.59	MAINTENANCE OF EQUIPMENT (PRINTERS AND FAX)

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$103.59	
03/13/23	201975	LEVEL 3 COMMUNICATIONS LLC	632193474	\$1,973.88	CHARGES DUE
			Check Total	\$1,973.88	
03/13/23	201976	LIVE TOUR NETWORK, INC.	23238	\$399.99	U GOV APP MONTHLY HOSTING FEES-MAR 2023
			Check Total	\$399.99	
03/13/23	201977	LOWE'S HOME CENTERS, LLC	01211	\$129.16	PARKS - LUMBER
03/13/23	201977	LOWE'S HOME CENTERS, LLC	01569	\$158.08	MRO SUPPLIES AND EQUIPMENT
03/13/23	201977	LOWE'S HOME CENTERS, LLC	01689	\$359.73	MRO SUPPLIES
03/13/23	201977	LOWE'S HOME CENTERS, LLC	01717	\$136.62	MRO SUPPLIES AND EQUIPMENT
03/13/23	201977	LOWE'S HOME CENTERS, LLC	01740	\$75.99	MISC SUPPLIES, HANDICAP SIGN - PRINCESS PLACE
03/13/23	201977	LOWE'S HOME CENTERS, LLC	01781	\$144.08	MRO SUPPLIES
03/13/23	201977	LOWE'S HOME CENTERS, LLC	01858	\$71.37	MRO SUPPLIES AND EQUIPMENT
03/13/23	201977	LOWE'S HOME CENTERS, LLC	02848	\$51.50	LUMBER - PARKS
03/13/23	201977	LOWE'S HOME CENTERS, LLC	02975	\$126.31	DOOR LOCK,BLDG KEYS,KEY TAGS/BOXES,EXT POLE
			Check Total	\$1,252.84	
03/13/23	201978	MANSFIELD OIL COMPANY	24059601	\$23,542.60	BULK OIL
			Check Total	\$23,542.60	
03/13/23	201979	MAUDLIN TRUCKS, LLC	X205012875:01	\$1,036.00	FILTERS FOR HEAVY EQUIPMENT
03/13/23	201979	MAUDLIN TRUCKS, LLC	X205012942:01	\$299.70	FILTERS FOR HEAVY EQUIPMENT
			Check Total	\$1,335.70	
03/13/23	201980	NEALON R. JOSEPH	TRAVEL 02.28.2023	\$41.00	2023 VOLUNTEER FL ESF 15 EM CONVENING 2.28-3.1.23
			Check Total	\$41.00	
03/13/23	201981	OLSEN ASSOCIATES	2022-293	\$94,291.20	SHORELINE PROTECTION INVOICE 19
			Check Total	\$94,291.20	
03/13/23	201982	PALM COAST SIGNS & GRAPHICS INC	23-470	\$330.00	(2) 4'X8' COROPOLAST SIGNS - WARBIRDS OVER FLAGLER
03/13/23	201982	PALM COAST SIGNS & GRAPHICS INC	23-511	\$330.00	2@4'8' COROPOLAST SIGNS - WARBIRDS OVER FLAGLER

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$660.00	
03/13/23	201983	PIONEER ATHLETICS	INV871210	\$2,516.97	SPAY PAINT FOR FIELDS
			Check Total	\$2,516.97	
03/13/23	201984	PREMIER WATER & ENERGY TECHNOLOGY	C031146-IN	\$2,298.00	INV#C031146-IN - February Treatment - 2.28.23
			Check Total	\$2,298.00	
03/13/23	201985	PROTECTED TRUST LLC	261960	\$427.68	OFFICE 365 AND SUPPORT FOR PUBLIC DEFENDER
			Check Total	\$427.68	
03/13/23	201986	BAILEY, RAYMOND	6511-1 - BAILEY	\$62.50	6511-1 - BC CANCELLATION - FEE
			Check Total	\$62.50	
03/13/23	201987	BAILEY, RAYMOND	6511-2 - BAILEY	\$7.50	6511-2 - BC CANCELLATION - TAX
			Check Total	\$7.50	
03/13/23	201988	BROOKE, DENISE	6602-1 - BROOKE	\$62.50	6602-1 - BC CANCELLATION - FEE
			Check Total	\$62.50	
03/13/23	201989	BROOKE, DENISE	6602-2 - BROOKE	\$7.50	6602-2 - BC CANCELLATION - TAX
			Check Total	\$7.50	
03/13/23	201990	CARSON, ELFRE	4656-1 - CARSON	\$230.00	4656-1 - BAY DR PAV -CANCELLATION - DEP
			Check Total	\$230.00	
03/13/23	201991	CARSON, ELFRE	4656-2 - CARSON	\$214.95	4656-2 - BAY DR PAV -CANCELLATION - FEE
			Check Total	\$214.95	
03/13/23	201992	CARSON, ELFRE	4656-3 - CARSON	\$15.05	4656-3 - BAY DR PAV -CANCELLATION - TAX
			Check Total	\$15.05	
03/13/23	201993	CARSON, ELFRE	4664-1 - CARSON	\$100.00	4664-1 - BAY DR PAV - CANCELLATION - DEP
			Check Total	\$100.00	
03/13/23	201994	CARSON, ELFRE	4664-2 - CARSON	\$28.04	4664-2 - BAY DR PAV - CANCELLATION - FEE
			Check Total	\$28.04	
03/13/23	201995	CARSON, ELFRE	4664-3 - CARSON	\$1.96	4664-3 - BAY DR PAV - CANCELLATION - TAX
			Check Total	\$1.96	
03/13/23	201996	CARSON, ROBERT	6333 - CARSON	\$200.00	6333 - PPP - COTTAGE#3

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$200.00	
03/13/23	201997	CASTRO, SABRINA	6330 - CASTRO	\$100.00	6330 - HAMMOCK CC
			Check Total	\$100.00	
03/13/23	201998	CHURNEY, ABIGAIL	5737 - CHURNEY	\$100.00	5737 - PRINCESS PLACE - OPEN FIELD
			Check Total	\$100.00	
03/13/23	201999	CONTE, JOHN	4673-1 - CONTE	\$125.00	4673-1 - BC CANCELLATION - FEE
			Check Total	\$125.00	
03/13/23	202000	CONTE, JOHN	4673-2 - CONTE	\$15.00	4673-2 - BC CANCELLATION - TAX
			Check Total	\$15.00	
03/13/23	202001	DELP, JENNY	6247 - DELP	\$100.00	6247 - HAW CREEK CC
			Check Total	\$100.00	
03/13/23	202002	DREAMERS ACADEMY SPORTS	6672 - DREAMERS	\$100.00	6672 - WADSWORTH PARK - LG PAVILION
			Check Total	\$100.00	
03/13/23	202003	EDWARDS, KSENIYA	6508 - EDWARDS	\$100.00	6508 - HERSCHEL KING - PAVILION
			Check Total	\$100.00	
03/13/23	202004	GHALAYINI, CHRISTAL	5339 - GHALAYINI	\$100.00	5339 - HAMMOCK CC
			Check Total	\$100.00	
03/13/23	202005	GILYARD, OTIS	6386 - GILYARD	\$100.00	6386 - BINGS LANDING - S PAVILION
			Check Total	\$100.00	
03/13/23	202006	GRIFFIN, KATHY	6067 - GRIFFIN	\$200.00	6067 - PPP - COTTAGE#2
			Check Total	\$200.00	
03/13/23	202007	HAMPTON, JOHNNY	6576 - HAMPTON	\$100.00	6576 - RIVER TO SEA - E PAVILION
			Check Total	\$100.00	
03/13/23	202008	HILL, CORY	5626 - HILL	\$100.00	5626 - HAMMOCK CC
			Check Total	\$100.00	
03/13/23	202009	LAGUNCHIK, OLGA	6551 - LAGUNCHIK	\$100.00	6551 - BETTY STEFLIK - PAVILION
			Check Total	\$100.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	202010	LAURA YEE	5020 - YEE	\$150.00	PPP EQUESTRIAN SITES CANCELLATION
			Check Total	\$150.00	
03/13/23	202011	LEONARDI, KATE	6461 - LEONARDI	\$100.00	6461 - BAY DR PARK - PAVILION
			Check Total	\$100.00	
03/13/23	202012	MADALENO, STEPHANIE	6006 - MADALENO	\$100.00	6006 - HAMMOCK CC
			Check Total	\$100.00	
03/13/23	202013	MCKENZIE, JOHN	4097 - MCKENZIE	\$200.00	4097 - PPP - COTTAGE#2
			Check Total	\$200.00	
03/13/23	202014	MELVIN, CARTER	6257 - MELVIN	\$100.00	6257 - BINGS LANDING - GAZEBO
			Check Total	\$100.00	
03/13/23	202015	MERCADO, ALEJANDRO	6503 - MERCADO	\$200.00	6503 - PPP - COTTAGE#3
			Check Total	\$200.00	
03/13/23	202016	MORGAN, ROBYN	5060 - MORGAN	\$200.00	5060 - PPP - COTTAGE#1
			Check Total	\$200.00	
03/13/23	202017	PRINCESS PLACE POW WOW	6389-PRINCESS PLACE	\$200.00	6389 - PPP - COTTAGE#3
			Check Total	\$200.00	
03/13/23	202018	ROBERSON, CIARA	6429 - ROBERSON	\$100.00	6429 - ESPANOLA CC
			Check Total	\$100.00	
03/13/23	202019	RODGERS, JESSICA	5969 - RODGERS	\$100.00	5969 - HERSCHEL KING - PAVILION
			Check Total	\$100.00	
03/13/23	202020	ROMAN, THOMAS	6615-1 - ROMAN	\$125.00	6615-1 - BC CANCELLATION - FEE
			Check Total	\$125.00	
03/13/23	202021	ROMAN, THOMAS	6615-2 - ROMAN	\$15.00	6615-2 - BC CANCELLATION - TAX
			Check Total	\$15.00	
03/13/23	202022	SPRY, CHASTITY	6431 - SPRY	\$100.00	6431 - PELLICER CC
			Check Total	\$100.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	202023	TREADWAY, JOSH	5763-1 - TREADWAY	\$112.15	5763-1 - PPP CAMPING - CANCELLATION-FEE
			Check Total	\$112.15	
03/13/23	202024	TREADWAY, JOSH	5763-2 - TREADWAY	\$7.85	5763-2 - PPP CAMPING - CANCELLATION-TAX
			Check Total	\$7.85	
03/13/23	202025	VAN GEMERT, DEBBIE	6335 - VAN GEMERT	\$100.00	6335 - HAMMOCK CC
			Check Total	\$100.00	
03/13/23	202026	VERYNSKAYA, ANASTASIYA	6477 - VERYNSKAYA	\$100.00	6477 - PRINCESS PLACE - PAVILION
			Check Total	\$100.00	
03/13/23	202027	VHB	5781 - VHB	\$100.00	5781 - HAW CREEK CC
			Check Total	\$100.00	
03/13/23	202028	VONN, CHERYL	6534-1 - VONN	\$62.50	6534-1 - BC CANCELLATION - FEE
			Check Total	\$62.50	
03/13/23	202029	VONN, CHERYL	6534-2 - VONN	\$7.50	6534-2 - BC CANCELLATION - TAX
			Check Total	\$7.50	
03/13/23	202030	WILLIAMS, BARBARA	5700 - WILLIAMS	\$100.00	5700 - HAMMOCK CC
			Check Total	\$100.00	
03/13/23	202031	ZERBINI FAMILY CIRCUS	4873 -ZERBINI FAMILY	\$1,700.00	4873 - FCRA - FAIRGROUNDS & ARENA
			Check Total	\$1,700.00	
03/13/23	202032	RING POWER CORPORATION	01WR8541571	\$159.64	FUEL FILTER KIT - EQUIP #11022
03/13/23	202032	RING POWER CORPORATION	18PC8531481	\$471.90	EQUIPMENT PARTS AND SERVICE
03/13/23	202032	RING POWER CORPORATION	18PC8534801	\$180.24	ROCKER SWITCH - EQUIP #8361
03/13/23	202032	RING POWER CORPORATION	18PC8538254	\$442.90	MISC PARTS - EQUIP #9486, #11060
			Check Total	\$1,254.68	
03/13/23	202033	ROGERS TOWING & RECOVERY SERVICE IN	0241322	\$300.00	TOWING - VEHICLE 9299

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
03/13/23	202033	ROGERS TOWING & RECOVERY SERVICE IN	0243443	\$350.00	TOWING - VEHICLE #8257
03/13/23	202033	ROGERS TOWING & RECOVERY SERVICE IN	0243464	\$350.00	TOWING - VEHICLE #8703
			Check Total	\$1,000.00	
03/13/23	202034	SIMPLEVIEW, LLC	INV351255	\$6,500.00	WEBSITE MAINTENANCE - CONTRACT
03/13/23	202034	SIMPLEVIEW, LLC	INV352067	\$7,500.00	WEBSITE MAINTENANCE - CONTRACT
			Check Total	\$14,000.00	
03/13/23	202035	SITEONE LANDSCAPE SUPPLY, LLC	125750112-001	\$1,219.76	LANDSCAPE CHEMICALS & FERTILIZ
			Check Total	\$1,219.76	
03/13/23	202036	ST JOHNS HOUSING PARTNERSHIP INC.	5896	\$250.00	SHIP FUNDED OWNER OCCUPIED REHABILITATION INSPECTI
03/13/23	202036	ST JOHNS HOUSING PARTNERSHIP INC.	5897	\$250.00	SHIP FUNDED OWNER OCCUPIED REHABILITATION INSPECTI
03/13/23	202036	ST JOHNS HOUSING PARTNERSHIP INC.	5898	\$250.00	SHIP FUNDED OWNER OCCUPIED REHABILITATION INSPECTI
03/13/23	202036	ST JOHNS HOUSING PARTNERSHIP INC.	5899	\$600.00	SHIP FUNDED OWNER OCCUPIED REHABILITATION INSPECTI
			Check Total	\$1,350.00	
03/13/23	202037	STATE OF FLORIDA	2T53130001- 20230215	\$88.44	DAYTONA BEACH PHONE SVC
03/13/23	202037	STATE OF FLORIDA	2T53250001- 20230215	\$48.40	DAYTONA BEACH PHONE SVC
03/13/23	202037	STATE OF FLORIDA	2T53260001- 20230215	\$0.09	DEDICATED LONG DIST
			Check Total	\$136.93	
03/13/23	202038	SUMMIT HOME HEALTHCARE PRODUCTS	3B MATE 0223	\$495.07	SS SUMMIT 3B MATE FEBRUARY 2023
03/13/23	202038	SUMMIT HOME HEALTHCARE PRODUCTS	3ES SCSM 0223	\$430.48	SS SUMMIT 3ES SCSM FEBRUARY 2023
03/13/23	202038	SUMMIT HOME HEALTHCARE PRODUCTS	ADI SCSM 0223	\$578.85	SS SUMMIT ADI SCSM FEBRUARY 2023
03/13/23	202038	SUMMIT HOME HEALTHCARE PRODUCTS	CCE SCSM 0223	\$779.72	SS SUMMIT CCE SCSM FEBRUARY 2023

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$2,284.12	
03/13/23	202039	THE BANK OF NEW YORK MELLON TRUST COMPANY, NA	252-2535216	\$825.00	AGENT FEE FOR FLAGLER15 - 04.29.23-04.28.24
			Check Total	\$825.00	
03/13/23	202040	THE HOME DEPOT PRO - SUPPLY WORKS	733959373	\$5.17	FACILITIES MRO
			Check Total	\$5.17	
03/13/23	202041	THE ZIMMERMAN AGENCY LLC	INV-28365	\$15,000.00	INTEGRATED MARKETING SERVICES
03/13/23	202041	THE ZIMMERMAN AGENCY LLC	INV-28366	\$36,185.43	11755MD - MEDIA SERVICES
			Check Total	\$51,185.43	
03/13/23	202042	THRIVE OPERATIONS, LLC	INV00190687	\$271.68	PRIVATE CLOUD AND STORAGE FOR STATE ATTORNEY
			Check Total	\$271.68	
03/13/23	202043	TURBOMECA USA, INC	6558020831	\$2,843.93	HELICOPTER SUPPORT BY THE HOUR AGREEMENT 0223
			Check Total	\$2,843.93	
03/13/23	202044	TWC SERVICES, INC	154452.5	\$860.62	INV#154452-5- EOC - Kitchen Equip PM - 2.25.23
03/13/23	202044	TWC SERVICES, INC	154776-5	\$337.14	INV#154776-5 - Inmate Fac - Kitchen Equip PM- 2.21
03/13/23	202044	TWC SERVICES, INC	154777-5	\$437.43	INV#154777-5 - Civic Arena- Kitchen Equip PM- 2.18
03/13/23	202044	TWC SERVICES, INC	154778-6	\$243.02	INV#154778-6- Siegel Center-Kitchen Equip PM- 2.18
			Check Total	\$1,878.21	
03/13/23	202045	TYLER TECHNOLOGIES, INC	045-409089	\$12,000.00	50% OF DEDICATED PROJ MNGR - FEB 2023
03/13/23	202045	TYLER TECHNOLOGIES, INC	045-411688	\$7,650.00	TYLER MUNIS FEES - IMPLEMENTATION
			Check Total	\$19,650.00	
03/13/23	202046	VERDEGO LANDSCAPE, LLC	10780A	\$12,566.08	INV#10780A - March Landscaping - 3.1.23
03/13/23	202046	VERDEGO LANDSCAPE, LLC	10780B	\$1,001.00	INV#10780B - Airport - March Landscaping - 3.1.23
			Check Total	\$13,567.08	
03/13/23	202047	VERIZON WIRELESS	9928506754	\$221.50	WIRELESS PHONE SERVICE FOR STATE ATTORNEY
			Check Total	\$221.50	
03/13/23	202048	VETERANS TITLE LLC	SHIP ASST 709	\$45,000.00	23 BARKWOOD LANE - SHIP DOWN PAYMENT ASST

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 03/13/23 to 03/17/23

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$45,000.00	
03/13/23	202049	VILLAGE KEY AND ALARM	344683	\$210.00	INV#344683 - Sheriff Ops- Security Monitoring- 3.1
			Check Total	\$210.00	
03/13/23	202050	WASTE PRO OF FLORIDA INC	0000380683	\$288.87	DUMPSTER SERVICE - TRIANGLE AIR LLC
03/13/23	202050	WASTE PRO OF FLORIDA INC	0000380720	\$149.06	DUMPSTER SERVICE FOR AIRPORT CENTER
			Check Total	\$437.93	
03/13/23	202051	WEST GROUP	847913478	\$140.88	COMPUTER SOFTWARE UPGRADE OF WESTLAW
			Check Total	\$140.88	
03/13/23	202052	WREN KEY, PATRICIA ANSLEY	TR 02.01.23	\$722.07	FSBPA NATIONAL CONFERENCE ON BEACH PRESERVATION
			Check Total	\$722.07	
03/13/23	202053	FLAGLER CO CLERK OF CIRCUIT COURT &	POSTAGE 0223	\$306.12	POSTAGE FOR FEB 2023
			Check Total	\$306.12	
03/15/23	202054	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll031723	\$14,139.94	Week of 03/17/2023
			Check Total	\$14,139.94	
03/15/23	202055	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Payroll0317.23	\$1,652.66	Week of 03/17/2023
			Check Total	\$1,652.66	
03/15/23	202056	UNITED WAY OF VOLUSIA-FLAGLER, INC	Payroll031723	\$1.00	Week of 03/17/2023
			Check Total	\$1.00	
			Report Total	\$1,884,296.42	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
02/13/23	TRAFFIC SUPPLIES DISTRIB	TXN00123443	\$450.00	TXN00123443-RESTRICTED AREA SIGNS-FACILITIES
02/27/23	DG HARDWARE.	TXN00123791	\$85.74	TXN00123791 - TOOLS FOR SHOP & BOLTS FOR EQUIP #11
01/30/23	TRAFFIC SUPPLIES DISTRIB	TXN00123207	\$70.00	TXN00123207 - REPLACEMENT SIGNS FOR AIRPORT
02/06/23	ODP BUS SOL LLC	TXN00123296	\$15.43	TXN00123296 - PILOT LOUNGE SUPPLIES
02/06/23	ODP BUS SOL LLC	TXN00123300	\$50.76	TXN00123300 - OFFICE SUPPLIES
02/06/23	ODP BUS SOL LLC	TXN00123312	\$6.69	TXN00123312 - OFFICE SUPPLIES
02/06/23	ODP BUS SOL LLC	TXN00123354	\$4.01	TXN00123354 - OFFICE SUPPLIES
02/06/23	ODP BUS SOL LLC	TXN00123367	\$9.06	TXN00123367 - OFFICE SUPPLIES
02/06/23	ODP BUS SOL LLC	TXN00123381	\$26.50	TXN00123381 - OFFICE SUPPLIES
02/06/23	ODP BUS SOL LLC	TXN00123391	\$71.39	TXN00123391 - OFFICE SUPPLIES
02/13/23	ODP BUS SOL LLC	TXN00123471	\$67.38	TXN00123471 - OFFICE SUPPLIES
02/13/23	AMZN Mktp US	TXN00123574	\$41.37	TXN00123574 - CELL PHONE CASES
02/13/23	ROYAL RESTROOMS OF NORTH	TXN00123609	\$772.50	TXN00123609 - BATHROOM RENTALS FOR WAR BIRDS OVER
02/20/23	ODP BUS SOL LLC	TXN00123675	\$61.90	TXN00123675 - OFFICE SUPPLIES
02/20/23	ODP BUS SOL LLC	TXN00123752	\$29.10	TXN00123752 - OFFICE SUPPLIES
02/27/23	AMZN Mktp US	TXN00123835	\$12.99	TXN00123835 - OFFICE SUPPLIES
02/27/23	ODP BUS SOL LLC	TXN00123857	\$27.67	TXN00123857 - REPLACEMENT BATTERIES AND PILOT LOUN
02/27/23	ODP BUS SOL LLC	TXN00123885	\$29.10	TXN00123885 - OFFICE SUPPLIES
08/29/22	Amazon.com 400DZ3HI3	TXN00120291	\$999.96	TXN00120291 - EOC Computer Displays

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
08/29/22	DG HARDWARE.	TXN00120326	(\$3.59)	TXN00120326 - Key Cutting Services Partial Refund
08/29/22	DG HARDWARE.	TXN00120327	\$7.18	TXN00120327 - Key Cutting Services
08/29/22	DG HARDWARE.	TXN00120334	(\$3.59)	TXN00120334 - Key Cutting Services Partial Refund
11/21/22	ODP BUS SOL LLC	TXN00121933	\$46.62	TXN00121933 - File Bin
02/13/23	ODP BUS SOL LLC	TXN00123450	\$31.58	TXN00123450 - USB Cables
02/13/23	DX ENGINEERING	TXN00123518	\$484.95	TXN00123518 - Radio Connection Accessories
02/13/23	AMZN Mktp US	TXN00123565	\$123.89	TXN00123565 - Battery Charger and Cables
02/20/23	ODP BUS SOL LLC	TXN00123621	\$127.43	TXN00123621 - Office Supply Containers
02/20/23	DX ENGINEERING	TXN00123725	\$33.99	TXN00123725 - Weather Protection for Radio Antenna
03/06/23	IN SKYBASE COMMUNICATION	TXN00123952	\$158.00	TXN00123952 - Monthly Satellite Communications Ser
04/05/22	FLORIDA ASSOCIATION OF	TXN00117554	\$460.00	TXN00117554 FACE - FLORIDA ASSOCIATION OF CODE E
05/02/22	CONSTRUCTION LICENSING	TXN00118146	\$175.00	TXN00118146- REGISTRATION FOR CLOAF CONFERENCE- ED
06/20/22	ROSEN HOTELS PLAZA	TXN00118978	\$390.87	TXN00118978 ED RODRIGUEZ ANNUAL FACE CONFERENCE HO
06/20/22	ROSEN HOTELS PLAZA	TXN00118988	\$390.87	TXN00118988 ROSEN HOTEL FOR SCOTT SIMON FACE CONFE
09/12/22	FLORIDA ASSOCIATION OF	TXN00120633	\$75.00	TXN00120633- ED RODRIGUEZ MEMBERSHIP DUES FACE- FL
09/12/22	FLORIDA ASSOCIATION OF	TXN00120642	\$75.00	TXN00120642- FACE MEMBERSHIP FOR SCOTT SIMON- FLOR
10/24/22	CONSTRUCTION LICENSING	TXN00121327	\$200.00	TXN00121327-Ed Rodriguez CLOAF Conference registr
11/28/22	Embassy Suites Orlando No	TXN00121950	\$244.00	TXN00121950- EMBASSY SUITES -CLOAF ANNUAL CONF

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
12/12/22	CONSTRUCTION LICENSING	TXN00122234	\$200.00	TXN00122234 CLOAF CONF REGISTRATION ED RODRIGUEZ
04/05/22	JC CODE	TXN00117355	\$318.00	TXN00117355 PERMIT TECH EXAM AND COURSE A CAULEY A
04/05/22	OFFICEMAX/OFFICEDEPT#6876	TXN00117382	\$218.78	TXN00117382- OFFICE DEPOT CLASSIFICATION FOLDERS P
04/05/22	OFFICEMAX/OFFICEDEPT#6876	TXN00117398	\$91.39	TXN00117398 OFFICE DEPOT- OFFICE SUPPLIES
04/05/22	FLORIDA ASSOCIATION OF	TXN00117532	\$460.00	TXN00117532 FACE CONFERENCE - SCOTT SIMON
04/05/22	OFFICEMAX/OFFICEDEPT#6876	TXN00117587	\$828.27	TXN00117587- OFFICE SUPPLIES
05/09/22	GAN DAYTONA ADV	TXN00118256	\$351.38	TXN00118256- NEW JOURNAL AD PLANNING ACCT 464745
05/31/22	STAPLS7357478673000001	TXN00118664	\$327.90	TXN00118664 STAPLES OFFICE SUPPLIES
06/27/22	OFFICEMAX/OFFICEDEPT#6876	TXN00119126	\$73.14	TXN00119126 GROWTH MGT OFFICE SUPPLIES
06/27/22	OFFICEMAX/OFFICEDEPT#6876	TXN00119137	\$267.70	TXN00119137 OFFICE SUPPLIES GROWTH MGT
07/11/22	ASFPM PECOR	TXN00119569	\$500.00	TXN00119569 C MERENDA ASFPM MEMBERSHIP
07/26/22	OFFICEMAX/OFFICEDEPT#6876	TXN00119665	\$829.00	TXN00119665 BUILDING OFFICE SUPPLIES
09/30/22	OFFICEMAX/OFFICEDEPT#6876	TXN00120959	\$3.41	TXN00120959 OFFICE SUPPLIES BUILDING
09/30/22	COMMERCIAL DESIGN SERVICE, INC.	TXN00120973	\$358.88	TXN00120973 OFFICE CHAIR BUILDING
09/30/22	OFFICEMAX/OFFICEDEPT#6876	TXN00120979	\$518.81	TXN00120979
10/31/22	ODP BUS SOL LLC	TXN00121482	\$432.10	TXN00121482 OFFICE DEPOT /OFFICE SUPPLIES
10/31/22	ODP BUS SOL LLC	TXN00121504	\$10.49	TXN00121504 OFFICE DEPOT OFFICE SUPPLIES
10/31/22	ODP BUS SOL LLC	TXN00121518	\$131.08	TXN00121518 OFFICE DEPOT OFFICE SUPPLIES
02/06/23	WIX Wix.Com,	TXN00123335	\$324.00	TXN00123335 Wix.com

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
03/06/23	LOWE'S HOME CENTERS, LLC	TXN00123902	\$59.25	TXN00123902-SIDING-PLYWOOD-REPAIRS AT BETTY STEFLI
03/06/23	DG HARDWARE.	TXN00123984	\$14.30	TXN00123984-CLEANER-FACILITIES
03/06/23	LOWE'S HOME CENTERS, LLC	TXN00124016	\$42.57	TXN00124016-HARDWARE- REPAIRS @ PRINCESS PLACE
02/13/23	FLORIDA AIRPORTS COUNCIL	TXN00123440	\$150.00	TXN00123440 - FAC REGISTRATION
03/06/23	LOWE'S HOME CENTERS, LLC	TXN00123997	\$79.23	TXN00123997-QUIKRETE-SCREWS- CARVER GYM
12/12/22	AMZN Mktp US	TXN00122216	\$66.68	TXN00122216 - PLASTIC STORAGE BINS AND WATER JUG R
12/12/22	AMZN Mktp US	TXN00122231	(\$41.97)	TXN00122231 - CREDIT ON TXN00122097
12/12/22	AMZN Mktp US	TXN00122247	(\$27.98)	TXN00122247 - CREDIT FOR ITEMS ON TXN00122097
12/12/22	AMZN Mktp US	TXN00122257	\$302.98	TXN00122257 - STORAGE BINS AND WATER JUG RACKS
01/03/23	DG HARDWARE.	TXN00122703	\$7.89	TXN00122703 - FASTENERS FOR BC TRUCK
02/06/23	DG HARDWARE.	TXN00123321	\$16.49	TXN00123321 - RUSTSTOP SPRAY, MASKING TAPE
02/20/23	LOWES #02241	TXN00123614	\$48.78	TXN00123614 - WIRING TO INSTALL LIGHTS IN VEHICLE
02/20/23	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00123639	\$17.63	TXN00123639 - BATTERY CABLE, FUSE FOR INSTALLING L
01/30/23	AUTOPAY/DISH NTWK	TXN00123131	\$136.09	TXN00123131 - PPP - COTTAGE#1 JAN - DISH NETWORK -
01/30/23	AUTOPAY/DISH NTWK	TXN00123139	\$136.09	TXN00123139 - PPP - COTTAGE#2 JAN - DISH NETWORK -
01/30/23	NIC FDEP PAYMENT SYS	TXN00123158	\$300.00	TXN00123158 - PARKS - LEHIGH TRL AGENCY FEE - DEPT
01/30/23	AUTOPAY/DISH NTWK	TXN00123163	\$136.09	TXN00123163 - PPP - COTTAGE#3 JAN - DISH NETWORK -
01/30/23	AMZN Mktp US	TXN00123267	\$73.44	TXN00123267 - GS SUPPLIES - AMAZON - 73.44
02/13/23	4TE CONSOLIDATED WATER GR	TXN00123535	\$25.50	TXN00123535 - PARKS - CARETAKER JAN - CULLIGAN WAT

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
02/20/23	4TE CONSOLIDATED WATER GR	TXN00123736	\$32.00	TXN00123736 - PARKS - CARETAKER WATER - JAN - CULL
11/21/22	TARGET	TXN00121828	(\$449.99)	TXN00121828 - REFUND FOR NON-WORKING TV - TXN00122
11/21/22	TARGET	TXN00121832	\$449.99	TXN00121832 - TV FOR STATION 92 (DID NOT WORK REFU
11/21/22	DG HARDWARE.	TXN00121848	\$38.86	TXN00121848 - POWER STRIP, HEAT GUN
12/12/22	TARGET	TXN00122221	\$74.99	TXN00122221 - MICROWAVE FOR STATION 51
01/10/23	B&H PHOTO 800-606-6969	TXN00122718	\$187.92	TXN00122718 - FOG FOR TRAINING TOWER
01/23/23	DG HARDWARE.	TXN00123050	\$19.81	TXN00123050 - AIR CHUCK & AIR COUPLER FOR ENGINE 7
01/30/23	AMERICAN HEART SHOPCPR	TXN00123140	\$295.00	TXN00123140 - CPR CARDS
02/20/23	STAPLES	TXN00123682	\$12.99	TXN00123682 OFFICE SUPPLIES
02/27/23	SAMS CLUB #8138	TXN00123863	\$151.84	TXN00123863 EMPLOYEE APPRECIATION - CHIPS
03/06/23	PAYPAL FFMIA FFMIA	TXN00123965	\$125.00	TXN00123965 FAFLSE & FFEIA CONFERENCE JUNE 2023 -
08/08/22	SQ EMPIRE CYLINDER	TXN00119921	\$252.00	TXN00119921 - SCBA CYLINDER HYDRO & INSPECTION
09/19/22	HYATT PLACE ORLANDO/CON	TXN00120713	\$207.00	TXN00120713 - HOTEL EMS CONFERENCE ERRETT
09/19/22	HYATT PLACE ORLANDO/CON	TXN00120736	\$207.00	TXN00120736 - HOTEL EMS CONFERENCE - FARMER
12/28/22	SPIDERTRACKS	TXN00122535	\$109.00	TXN00122535 - FLIGHT FOLLOWING
12/28/22	INTERNATIONAL TRANSACTION	TXN00122547	\$1.09	TXN00122547 - INTERNATIONAL FEE FOR TXN00122535
12/28/22	HILTON HOTELS SANDESTEI	TXN00122571	(\$2.24)	TXN00122571 - REFUND
12/28/22	KNIGHT JON BOY INC	TXN00122617	\$80.00	TXN00122617 - RENTAL OF PORT-O-LET AT TRAINING TOW

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
01/30/23	CITY OF PALM COAST	TXN00123253	\$280.86	TXN00123253 - STATION 41 WATER 12.13.22-1.10.23
02/06/23	AIRGAS - SOUTH	TXN00123401	\$177.43	TXN00123401 - OXYGEN
02/06/23	AIRGAS - SOUTH	TXN00123424	\$337.91	TXN00123424 - OXYGEN
03/06/23	AMAZON.COM HD43P64O2 AMZN	TXN00123907	\$14.99	TXN00123907 - COMPUTER MOUSE
03/06/23	AMZN Mktp US	TXN00123932	\$327.76	TXN00123932 - TONER CARTRIDGES, LABEL TAPE, FOLDER
03/06/23	GOVERNOR'S HURRICANE CON	TXN00123957	\$260.00	TXN00123957 - CONFERENCE REGISTRATION - EUBANKS
03/06/23	CHANNEL INNOVATIONS CORPORATION	TXN00124040	\$780.67	TXN00124040 - EQUIPMENT SERVICE / REPAIR
05/02/22	CITY ELECTRIC SUPPLY INC	TXN00118201	\$65.12	TXN00118201-PVC & CLAMPS-EAGLE LAKES GENERATOR-HMG
06/20/22	CITY ELECTRIC SUPPLY INC	TXN00119108	\$468.36	TXN00119108-WASHING MACHINE-STATION 62
02/13/23	LOWE'S HOME CENTERS, LLC	TXN00123437	\$396.94	TXN00123437-TOOLS-TR 9341-PAINT-HEALTH DEPT
02/13/23	LOWE'S HOME CENTERS, LLC	TXN00123513	\$300.27	TXN00123513-TOOLS-PENCILS-MARKERS- CABLE TIES-TR 9
02/13/23	BUILDERSFIRSTSOURCE30031	TXN00123548	\$49.36	TXN00123548-LUMBER-BULLCREEK
02/13/23	LOWE'S HOME CENTERS, LLC	TXN00123570	\$103.30	TXN00123570-TOOLS-PAINT STAINER-COVERALLS-TR 9341-
02/13/23	BUILDERSFIRSTSOURCE30031	TXN00123582	(\$49.36)	TXN00123582-REFUND OF TXN00123548-BULLCREEK
02/13/23	DG HARDWARE.	TXN00123584	\$29.56	TXN00123584-HARDWARE-FACILITIES
02/13/23	DG HARDWARE.	TXN00123601	\$35.09	TXN00123601-FACE RESPIRATOR-TR 9341
02/13/23	BUILDERSFIRSTSOURCE30031	TXN00123603	\$61.58	TXN00123603-LUMBER-BULLCREEK
02/20/23	DG HARDWARE.	TXN00123631	\$79.76	TXN00123631-HARDWARE-JUSTICE CENTER USB-TOOL-TR 93
02/20/23	REXEL 1117	TXN00123657	\$709.69	TXN00123657-ELECTRICAL TAPE-TR 9341- ELECTRICAL SU

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
02/20/23	LOWE'S HOME CENTERS, LLC	TXN00123665	\$130.33	TXN00123665-SHIMS-GROUT-WAX RING-SUPPLY LINE-CARVE
02/20/23	LOWE'S HOME CENTERS, LLC	TXN00123692	\$47.61	TXN00123692-CAULK-DRAWER PULLS-SCREWS- CARVER GYM
02/20/23	LOWE'S HOME CENTERS, LLC	TXN00123698	\$104.31	TXN00123698-SCREWS-FLAT WASHER-CHANNEL STRUT-VITAL
02/20/23	CITY ELECTRIC SUPPLY INC	TXN00123720	\$300.57	TXN00123720-PIPE CLAMP-LUB-SEALANT-JUSTICE CENTER
03/06/23	AUTHORIZE.NET	TXN00124022	\$54.25	TXN00124022 RECREATION DYNAMICS SERVICE FEES
01/30/23	DG HARDWARE.	TXN00123256	\$7.88	TXN00123256 - ZIP TIES
02/20/23	USPS PO 1112000315	TXN00123708	\$28.75	TXN00123708 - OVERNIGHT CHECK DEAN STEEL BLDG
02/20/23	PUBLIX #1138	TXN00123744	\$22.95	TXN00123744 - PILOT LOUNGE SUPPLIES
02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123873	\$37.12	TXN00123873-WIRE CONNECTORS-JUSTICE CENTER-TOOLS-
03/06/23	DG HARDWARE.	TXN00123928	\$82.36	TXN00123928-DRAIN CLEANER-TR 8692
03/06/23	LOWE'S HOME CENTERS, LLC	TXN00124005	\$97.72	TXN00124005-TOOLS- TR 10085-SCREWS-ANCHORS- REPAIR
02/20/23	US BANK NATIONAL ASSOCIATION	TXN00123730	(\$125.00)	TXN00123730 CREDIT FAC REGISTRATION GROWTH MGMT WO
05/02/22	LOWE'S HOME CENTERS, LLC	TXN00118168	\$150.54	TXN00118168-EXIT SIGN-EOC-CONNECTORS-RPRS @ EOC-FA
02/27/23	DG HARDWARE.	TXN00123801	\$11.93	TXN00123801-MOUNTING TAPE-INMATE FACILITY
02/27/23	DG HARDWARE.	TXN00123819	\$28.79	TXN00123819-DRAIN CLEANER-SMA -FACILITIES
02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123875	\$64.05	TXN00123875-TOOLS-TR 10084 & 9706
05/16/22	FLORIDA TRUST FOR HISTORI	TXN00118370	\$45.00	TXN00118370 - MEMBERSHIP RENEWAL (THROUGH JUNE 25,
08/29/22	1956 ROSENSHINGLE CREEK	TXN00120357	\$39.55	TXN00120357 - PARKING CHARGED IN ERROR - REFUNDED
02/20/23	AMZN Mktp US	TXN00123622	\$124.99	TXN00123622 - LIFELIKE ROBOT CAT COMPANION FOR SEN

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
02/20/23	AMZN Mktp US	TXN00123651	\$32.89	TXN00123651 - ADJUSTABLE SHOWER CHAIR FOR SENIOR S
02/20/23	AMZN Mktp US	TXN00123751	\$46.00	TXN00123751 - 48 CT. ADULT BRIEFS FOR SENIOR SERVI
02/20/23	AMZN Mktp US	TXN00123653	\$117.06	TXN00123653-PAINT-JUSTICE CENTER
02/20/23	Amazon.com HE74F2AD1	TXN00123687	\$160.88	TXN00123687-MAILBOX-CARVER GYM
02/20/23	Amazon.com HP7CI6C00	TXN00123690	\$50.70	TXN00123690-MAILBOX BASE-CARVER GYM
02/20/23	Amazon.com HE1U97M52	TXN00123742	\$79.99	TXN00123742-MAILBOX POST-CARVER GYM
02/27/23	AMZN Mktp US	TXN00123855	\$36.99	TXN00123855-TOOL ACCESSORY-BLADE CLAMP KIT-TR 9341
02/20/23	LOWE'S HOME CENTERS, LLC	TXN00123683	\$398.78	TXN00123683-BITS TR 8090-SHEATHING-NAILS-REBAR-FC
02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123832	\$56.48	TXN00123832-LUMBER-HAMMOCK PICKLEBALL COURT
03/06/23	DG HARDWARE.	TXN00123946	\$40.72	TXN00123946-AUGER-SAW BLADE- TR 8090
02/20/23	THE WARE GROUP, LLC.	TXN00123721	\$655.03	TXN00123721-HVAC PARTS-HEALTH DEPT
03/06/23	UNITED REFRIGERATION, INC.	TXN00124009	\$731.77	TXN00124009-MOTOR & CAPACITOR- HVAC REPAIRS-BLDG 5
03/06/23	HARBOR FREIGHT	TXN00124036	\$54.98	TXN00124036-TOOLS-TR 10621
12/28/22	FLAGLER CO CLERK OF CIRCUIT COURT &	TXN00122558	\$13.51	TXN00122558 - COURT PROCESSING FEE FOR P-CARD USE
02/20/23	FLAGLER CO CLERK OF CIRCUIT COURT &	TXN00123705	\$161.20	TXN00123705 - DOC STAMPS & PROC FEE TO RECORD SHIP
02/20/23	FLAGLER CO CLERK OF CIRCUIT COURT &	TXN00123707	\$123.17	TXN00123707 - DOC STAMPS & PROC FEE TO RECORD SHIP
02/20/23	FLAGLER CO CLERK OF CIRCUIT COURT &	TXN00123722	\$124.25	TXN00123722 - DOC STAMPS & PROC FEE TO RECORD SHIP
02/06/23	NIC - FDLE CAPS	TXN00123388	\$29.25	TXN00123388- BACKGROUND SCREENING- LAND MANAGEMENT

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
02/27/23	NIC - FDLE CAPS	TXN00123856	\$29.25	TXN00123856- BACKGROUND CHECK- CHARLES GAY- HAW CR
03/06/23	NIC - FDLE CAPS	TXN00123950	\$29.25	TXN00123950- BACKGROUND CHECK- VERGARA
03/06/23	NIC - FDLE CAPS	TXN00124026	\$37.25	TXN00124026- BACKGROUND CHECK- MILATZO-REIFF
03/06/23	LOWE'S HOME CENTERS, LLC	TXN00123956	\$140.53	TXN00123956-ELECTRICAL TAPE-LINR- TR 9343- ELECTRI
11/07/22	DG HARDWARE.	TXN00121617	\$4.21	TXN00121617 - ELECTRICAL FITTINGS
01/16/23	CINTAS CORPORATION	TXN00122955	\$906.17	TXN00122955 - SHERIFF'S VEHICLE FIRE EXTINGUISHERS
02/06/23	DG HARDWARE.	TXN00123398	\$8.61	TXN00123398 - KEYS FOR SHERIFFS OPS
02/27/23	TWC SERVICES	TXN00123846	\$815.35	TXN00123846 - GARBAGE DISPOSAL REPAIR AT JAIL
03/06/23	AUTOMATED LAUNDRY SYSTEMS	TXN00124010	\$277.50	TXN00124010 - WASHER REPAIR AT FIRE STATION 41
04/18/22	CITY OF PALM COAST	TXN00117940	\$283.64	TXN00117940 - WATER UTILITY - CITY OF PALM COAST
05/02/22	STAPLES ADVANTAGE	TXN00118184	\$204.19	TXN00118184 - MISC OFFICE SUPPLIES: PAPER, PENS, F
02/06/23	AMZN Mktp US	TXN00123286	\$107.72	TXN00123286 AMAZON ETHERNET CABLE
02/06/23	DNH GODADDY.COM	TXN00123339	\$483.40	TXN00123339 GO DADDY ALERT FLAGLER
02/06/23	PUBLIX #1138	TXN00123325	\$31.38	TXN00123325 - PILOT LOUNGE SUPPLIES
02/27/23	PUBLIX #1138	TXN00123871	\$41.15	TXN00123871 - PILOT LOUNGE SUPPLIES
02/13/23	HOLIDAY INN E	TXN00123583	\$338.00	TXN00123583 - HOTEL FOR FAC FLY-IN
11/14/22	SQ REDNECK RICK BACKYARD	TXN00121806	\$320.00	TXN00121806 - DINNER FOR EOC WORKERS FOR 11.10.22
02/13/23	AMAZON.COM JV8J210M3 AMZN	TXN00123526	\$20.44	TXN00123526 - STARTING SPRAY FOR SURPLUS VEHICLES
02/13/23	AMZN Mktp US	TXN00123562	\$18.38	TXN00123562 - AIR DUSTER FOR CENTRAL STORES

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
02/20/23	AMZN Mktp US	TXN00123673	(\$7.79)	TXN00123673 - REFUND FROM TXN00123234
12/12/22	WAWA 5310	TXN00122305	\$3.73	TXN00122305 - NEWS-TRIBUNE NEWSPAPER FOR SOLID WAS
02/06/23	CITY OF ORLANDO PKG GRO	TXN00123352	\$10.00	TXN00123352 - PARKING AT US BANKRUPTCY COURT ORLAN
02/27/23	DG HARDWARE.	TXN00123872	\$86.37	TXN00123872-TOOL TR 9706- GFI OUTLET - INMATE FACI
02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123886	\$229.85	TXN00123886-TOOLS-PENCILS-TR 9706-LIGHT PANELS- IN
03/06/23	DG HARDWARE.	TXN00123990	\$27.52	TXN00123990-PUTTY KNIFE- TR 9706
03/06/23	DG HARDWARE.	TXN00124014	\$12.84	TXN00124014-GARDEN HOSE-TR 9706
03/06/23	DG HARDWARE.	TXN00124028	\$24.77	TXN00124028-WIRE CHANNEL-MOUNTING TAPE- TR 980
03/06/23	DG HARDWARE.	TXN00124034	\$73.78	TXN00124034-DRAIN CLEANER-SMA BLDG-FACILITIES-BUCK
01/30/23	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00123182	\$55.49	TXN00123182 - HYDRAULIC OIL
02/13/23	DG HARDWARE.	TXN00123504	\$35.07	TXN00123504 - FBO TOILET REPAIR, ELECTRICAL VAULT
02/13/23	DG HARDWARE.	TXN00123600	\$7.80	TXN00123600 - WALL OUTLET REPAIRS NAT'L GUARD
02/27/23	CITY ELECTRIC SUPPLY INC	TXN00123811	\$93.00	TXN00123811 - REPLACEMENT LIGHTS AND SIGNS
09/27/22	VERDEGO	TXN00120876	\$595.24	TXN00120876 - VERDEGO - Plants for Demo Gardens
02/20/23	FL 4H GENERAL	TXN00123630	\$321.25	TXN00123630 - Florida 4-H Foundation - Volunteer B
03/06/23	AMZN Mktp US	TXN00123995	\$8.99	TXN00123995 - Amazon Electrical Tape - office use
03/06/23	AMZN Mktp US	TXN00124003	\$37.39	TXN00124003 - Amazon - Compressed Air Duster
03/06/23	Amazon.com H52HO0ED0	TXN00124030	\$29.35	TXN00124030 - Amazon Adhesive Name Tags and Envelo
02/20/23	DG HARDWARE.	TXN00123734	\$50.44	TXN00123734-DRILL BITS- TR 10643

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
02/20/23	DG HARDWARE.	TXN00123747	\$51.84	TXN00123747-FASTENERS-WALL PLATE-CARVER GYM
02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123804	\$69.12	TXN00123804-TOOLS- TRUCK 10643-FACILITIES
03/06/23	LOWE'S HOME CENTERS, LLC	TXN00123923	\$64.26	TXN00123923-TOOLS- SEALANT-CHALK -TR 10643
02/27/23	NIC - FDLE CAPS	TXN00123880	\$37.25	TXN00123880- BACKGROUND CHECK- WHITLEY- HR
03/06/23	NIC - FDLE CAPS	TXN00124027	\$29.25	TXN00124027- BACKGROUND CHECK- L. FALVO
03/06/23	NIC - FDLE CAPS	TXN00124039	\$29.25	TXN00124039- BACKGROUND CHECK- D. FALVO
02/27/23	MOBILE FINGERPRINTING LLC	TXN00123757	\$295.00	TXN00123757 - REQUIRED AHCA FINGERPRINTING FOR ADU
03/06/23	FLORIDA DEPT OF HEALTH (FDOH)	TXN00123963	\$75.00	TXN00123963 - RN LICENSE RENEWAL FOR DAWN LORD - A
03/06/23	WAL-MART #1182	TXN00124023	\$148.43	TXN00124023 - FOOD AND SUPPLIES FOR DAILY OPERATIO
12/12/22	FEDEX 770604114496	TXN00122190	\$14.57	TXN00122190 - FREIGHT
12/12/22	AMZN Mktp US	TXN00122238	\$54.95	TXN00122238 - NUMBER STICKERS
12/12/22	AMZN Mktp US	TXN00122311	\$119.98	TXN00122311 - VEHICLE JUMP BOX EMS
12/12/22	AMZN Mktp US	TXN00122361	\$55.97	TXN00122361
12/12/22	AMZN Mktp US	TXN00122367	\$8.99	TXN00122367 - VELCRO TO ATTACH NAME BADGES TO FLIG
01/16/23	Amazon.com ZG0KZ0G13	TXN00122810	\$999.00	TXN00122810 - PORTABLE GENERATOR
01/16/23	PAYPAL BLUE LINE	TXN00122850	\$673.62	TXN00122850 - UNIFORM PANTS
01/16/23	AMAZON.COM JC5FD3N93 AMZN	TXN00122939	\$12.39	TXN00122939 - COFFEE MAKER
01/30/23	AMZN Mktp US	TXN00123128	\$78.32	TXN00123128 - CINCH STRAPS, STATIONERY PAPER
01/30/23	IN FRESH PRINTS OF PALM	TXN00123151	\$76.00	TXN00123151 - UNIFORM CHARGES

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
01/30/23	AMZN Mktp US	TXN00123174	\$60.70	TXN00123174 - O RINGS (SMALL TOOLS)
01/30/23	AMZN Mktp US	TXN00123191	\$21.94	TXN00123191 - STATIONERY PAPER
03/06/23	AMZN Mktp US	TXN00123914	\$65.45	TXN00123914 - WHITE BOARD
03/06/23	HERO'S PRIDE	TXN00123943	\$136.75	TXN00123943 - UNIFORM PATCHES - CREDIT FOR TAX ON
03/06/23	AMZN Mktp US	TXN00123955	\$163.98	TXN00123955 - OFFICE CHAIR, AIR WEDGE BAG PUMP
03/06/23	FIREPENNY	TXN00123964	\$279.90	TXN00123964 - FOLD TANK PATCH KIT
03/06/23	HERO'S PRIDE	TXN00123978	(\$8.95)	TXN00123978 - REFUND FOR TAX ON TXN00123943
03/06/23	ALERT ALL CORP	TXN00124007	\$588.00	TXN00124007 - PROMOTIONAL ITEMS FOR COMMUNITY PARA
03/06/23	GRAINGER	TXN00124038	\$221.56	TXN00124038 - RADIO SHOULDER STRAPS
04/05/22	MCKESSON MEDICAL-SURGICAL INC	TXN00117669	\$1,288.15	TXN00117669 - MULTIPLE INVOICES
03/06/23	BLD WINROCK PROPERTY MANA	TXN00124024	\$1,504.72	TXN00124024 - BUNNELL LIBRARY RENT MARCH
01/23/23	ADVANCE AUTO PARTS	TXN00123121	\$32.39	TXN00123121- FLEET SHOP USE RUBBER HOSE ADVANCE 32
02/13/23	O'REILLY AUTOMOTIVE STORES, INC	20518	\$13.99	TXN00123523- FACILITIES 9708 VEHICLE REPAIR OREILL
02/13/23	O'REILLY AUTOMOTIVE STORES, INC	20526	\$69.99	TXN00123597- FACILITIES REPAIR GEN 4 OREILLY 69.99
02/13/23	AMZN Mktp US	TXN00123434	\$139.95	TXN00123434- FCT VEHICLE 120,123,122 REPAIR AMAZO
02/13/23	ADVANCE AUTO PARTS	TXN00123438	\$5.21	TXN00123438- FCSO 2682 VEHICLE REPAIR ADVANCE 5.21
02/13/23	ADVANCE AUTO PARTS	TXN00123449	\$7.21	TXN00123449- FCT 130 VEHICLE REPAIR ADVANCE AUTO 7
02/13/23	ADVANCE AUTO PARTS	TXN00123456	(\$55.43)	TXN00123456- FCSO 4157 VEHICLE REPAIR ADVANCE 55.4
02/13/23	ADVANCE AUTO PARTS	TXN00123462	\$55.43	TXN00123462- FCSO 4157 ADVANCE 55.43
02/13/23	ADVANCE AUTO PARTS	TXN00123480	\$55.43	TXN00123480- FCSO 4157 ADVANCE AUTO 55.43

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

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02/13/23	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00123481	\$10.13	TXN00123481- FLEET VEHICLE 9999 VEHICLE REPAIR BUN
02/13/23	0650-AUTOPLUS	TXN00123490	\$90.75	TXN00123490- EMS VEHICLE 9299 VEHICLE REPAIR AUTOP
02/13/23	O'REILLY AUTOMOTIVE STORES, INC	TXN00123491	\$9.99	TXN00123491- FCSO 6320 VEHICLE REPAIR OREILLY 9.99
02/13/23	TOM NEHL TRUCK	TXN00123502	\$1,376.74	TXN00123502- FIRE RESCUE 8703 VEHICLE REPAIR TOM N
02/13/23	"TRIPLE ""R"" TRUCK PARTS"	TXN00123506	\$135.99	TXN00123506- EMS 10094 TRIPLE R TRUCK 135.99
02/13/23	O'REILLY AUTOMOTIVE STORES, INC	TXN00123514	(\$0.01)	TXN00123514- FACILITIES 9708 VEHICLE CREDIT TO TXN
02/13/23	ADVANCE AUTO PARTS	TXN00123537	\$39.64	TXN00123537- FCSO 5843 ADVANCE AUTO 39.64
02/13/23	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00123556	\$15.00	TXN00123556- PW EQUIPMENT 11046 REPAIR BUNNELL NAP
02/13/23	H.R. LEWIS PETROLEUM CO.	TXN00123557	\$60.00	TXN00123557- FLEET SHOP USE LEWIS PETROLEUM 60.00
02/13/23	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00123573	\$142.14	TXN00123573- AIRPORT EQUIPMENT REPAIR NAPA BUNNELL
02/13/23	ADVANCE AUTO PARTS	TXN00123580	\$23.48	TXN00123580- PW 8788 EQUIPMENT REPAIR ADVANCE AUTO
02/13/23	O'REILLY AUTOMOTIVE STORES, INC	TXN00123581	\$67.72	TXN00123581- FCSO 6779 VEHICLE REPAIR OREILLY 67.7
02/13/23	ADVANCE AUTO PARTS	TXN00123592	\$46.79	TXN00123592- FCSO 6590 VEHICLE REPAIR ADVANCE AUTO
02/20/23	TEN-8 FIRE EQUIPMENT, INC	TXN00123652	\$393.20	TXN00123652- FIRE RESCUE 11028 TEN 8 393.20
02/20/23	O'REILLY AUTOMOTIVE STORES, INC	TXN00123664	\$22.99	TXN00123664- PW EQUIPMENT 11046 REPAIR OREILLY 22.
02/20/23	AMZN Mktp US	TXN00123674	\$29.95	TXN00123674- PARKS VEHICLE 9343 REPAIR AMAZON 29.9
02/20/23	O'REILLY AUTOMOTIVE STORES, INC	TXN00123689	\$104.50	TXN00123689- FCT 119 REPAIR OREILLY 104.50
01/30/23	AMZN Mktp US	TXN00123125	\$38.00	TXN00123125 - TDO TOURISM PROMO
01/30/23	MICHAELS STORES	TXN00123150	\$15.00	TXN00123150 TDO PROMOTION

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
01/30/23	AMZN Mktp US	TXN00123155	\$16.99	TXN00123155 TDO PROMOTION
01/30/23	AMZN Mktp US	TXN00123170	\$30.87	TXN00123170 - TDO PROMOTION
01/30/23	AMZN Mktp US	TXN00123190	\$15.94	TXN00123190 TDO PROMOTION
01/30/23	MailChimp	TXN00123205	\$370.00	TXN00123205 TDO MONTHLY SUBSCRIPTION
08/29/22	PP BIGIDEAENTE	TXN00120318	\$100.00	TXN00120318 EMPLOYEE PICNIC - MINI GOLF
08/29/22	PAYPAL PYRDJS/SURF	TXN00120404	\$200.00	TXN00120404 EMPLOYEE PICNIC - DJ
10/17/22	FH ROLLING VIDEO GAME	TXN00121154	\$453.11	TXN00121154 EMPLOYEE PICNIC 10-15-2022 VIDEO GAMIN
10/17/22	PAYPAL BIGIDEAENTE	TXN00121172	\$500.00	TXN00121172 EMPLOYEE PICNIC - MINI GOLF
02/06/23	US BANK NATIONAL ASSOCIATION	TXN00123334	\$110.00	TXN00123334 REGISTRATION FAC LEGISLATIVE DAY - ALB
02/06/23	EB 2023 FLAGLER COUNT	TXN00123351	\$30.00	TXN00123351 CHAMBER LUNCH MEETING - ALBANESE
02/27/23	Amazon.com HP4W34OQ1	TXN00123761	\$72.88	TXN00123761 EMPLOYEE APPRECIATION - GUM
03/06/23	AMZN Mktp US	TXN00123924	\$352.53	TXN00123924 EMPLOYEE APPRECIATION - CANDY & CHIPS
03/06/23	AMZN Mktp US	TXN00123926	\$124.29	TXN00123926 EMPLOYEE APPRECIATION - CHIPS
03/06/23	VISTAPRINT	TXN00123962	\$77.67	TXN00123962 LEGISLATIVE RACK CARDS
03/06/23	AMZN Mktp US	TXN00123985	\$79.90	TXN00123985 EMPLOYEE APPRECIATION - CANDY
03/06/23	VISTAPRINT	TXN00124015	(\$5.08)	TXN00124015 TAX CREDIT LEGISLATIVE RACK CARDS
02/06/23	AMZN Mktp US	TXN00123407	(\$153.76)	TXN00123407 - REFUND OF DEFECTIVE ITEM RETURNED FR
02/06/23	AMZN Mktp US	TXN00123427	\$128.94	TXN00123427 - REPLACEMENT OF RETURNED DEFECTIVE IT
07/05/22	FL EM MEDICINE	TXN00119268	\$309.60	TXN00119268 - COMPETITION REGISTRATION

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

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10/17/22	AMZN Mktp US	TXN00121128	\$110.00	TXN00121128 - SWAMP FOG
10/17/22	AMZN Mktp US	TXN00121133	\$345.32	TXN00121133 - DEWALT LITHIUM BATTERY
10/17/22	AMZN Mktp US	TXN00121138	\$66.57	TXN00121138 - AMERICAN FLAGS
10/17/22	AMZN Mktp US	TXN00121140	\$109.00	TXN00121140 - DEWALT CHARGER
10/17/22	AMAZON.COM 1K78709E1 AMZN	TXN00121146	\$178.30	TXN00121146 - DEWALT SAW
02/27/23	GOVERNMENT FINANCE OFFIC	TXN00123812	\$150.00	TXN00123812 - GFOA RENEWAL FEES
02/27/23	GOVERNMENT FINANCE OFFIC	TXN00123827	\$315.00	TXN00123827 - GFOA OVERVIEW OF PUBLIC PROCUREMENT
01/16/23	AMZN Mktp US	TXN00122802	\$130.31	TXN00122802-Other Operating and Office Supplies
02/13/23	AMZN Mktp US	TXN00123499	\$25.64	TXN00123499-Other Operating-Kleenex Tissue
11/07/22	USPS.COM POSTAL STORE	TXN00121539	\$992.10	TXN00121539 - 100 X 9.90 and \$2.10 shipping for pa
11/21/22	USPS PO 1129120391	TXN00121882	\$15.32	TXN00121882 - Return ILL \$3.32 and 20 X .60 postag
11/28/22	STAPLS7369046123000001	TXN00121957	\$230.20	TXN00121957 - Various office and craft supplies
11/28/22	ODP BUS SOL LLC	TXN00121969	\$249.73	TXN00121969 - One Lexmark Extra High Yield Black T
11/28/22	AMERLIBASSOC ECOMMERCE	TXN00121989	\$155.00	TXN00121989 - Lisa Catalano ALA Membership Renewa
11/28/22	ODP BUS SOL LLC	TXN00122025	\$279.73	TXN00122025 - Various office supplies and 2023 cal
12/05/22	USPS PO 1129120391	TXN00122084	\$3.32	TXN00122084 - Mailed an ILL title Library to Libra
12/05/22	PAYPAL NEFLIN	TXN00122172	\$225.00	TXN00122172 - Aaron Greene registration for NEFLIN
12/19/22	KLAICO.COM	TXN00122414	\$180.21	TXN00122414 - 20 Packages of 100 PFG-170 Passport
12/19/22	USPS PO 1129120391	TXN00122508	\$23.87	TXN00122508 - Returned 5 ILL books and 1 donation

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Pcard Transactions Processed for period 03/13/23 to 03/17/23

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01/03/23	ODP BUS SOL LLC	TXN00122648	\$78.03	TXN00122648 - HP 49A Black Toner Cartridge (T.S. L
01/10/23	STAPLS7603337186000002	TXN00122714	\$5.04	TXN00122714 - 6 packages of Holiday Green Construc
05/31/22	AMAZON.COM 1R0HP5OO0 AMZN	TXN00118617	\$249.97	TXN00118617 - Display
06/20/22	FAIRFIELD INN	TXN00118977	\$627.00	TXN00118977 - Hotel Lodging
08/29/22	Flagler County Board of C	TXN00120409	\$46.73	TXN00120409 - Permit for Employee Appreciation Fes
09/12/22	AUTOMATED MERCHANT SYSTEMS, INC.	TXN00120597	\$2.00	TXN00120597 - Employee Appreciation Event Permit C
09/12/22	FLAGLER GROWTH MGMT WEB	TXN00120605	\$63.00	TXN00120605 - Employee Appreciation Event Permit F
10/31/22	PAYPAL FEPA	TXN00121396	\$75.00	TXN00121396 - Certification Fee for Tiffany Islam
11/14/22	AT&T PAYMENT	TXN00121792	\$427.58	TXN00121792 - Monthly FirstNet mobile service
12/05/22	FCC	TXN00122182	\$35.00	TXN00122182 - Radio Communication License (GMRS) F
02/27/23	ATT BILL PAYMENT	TXN00123778	\$305.88	TXN00123778 - AT&T FirstNet Monthly Service
02/27/23	FL0204 SHINY SHELL CAR WA	TXN00123813	\$7.00	TXN00123813 - Car Wash for EM SUV
12/28/22	SQ SOUTHEAST POWER	TXN00122561	\$96.68	TXN00122561- FCSO 6060 VEHICLE REPAIR FREIGHT CHAR
01/16/23	AMZN Mktp US	TXN00122912	\$104.94	TXN00122912- AIRPORT EQUIPMENT SPRAYER AMAZON 104.
01/23/23	AMZN Mktp US	TXN00122962	\$42.09	TXN00122962- PARKS 8542 EQUIPMENT REPAIR AMAZON 42
02/06/23	EVERGLADES EQUIP GROUP	20480	\$164.08	TXN00123409- FIRE RESCUE 1037 VEHICLE REPAIR EVERG
02/06/23	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00123374	\$82.06	TXN00123374- FIRE RESCUE 8257 NAPA BUNNELL 82.06
02/13/23	AMZN Mktp US	TXN00123454	\$25.98	TXN00123454- FIRE RESCUE EQUIPMENT REPAIR CHAINSAW

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

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02/13/23	AMZN Mktp US	TXN00123470	\$19.88	TXN00123470- FCSO JAIL BLOWER REPAIR AMAZON 19.88
02/13/23	AMZN Mktp US	TXN00123485	\$16.98	TXN00123485- FCSO JAIL HEDGE TRIMMER REPAIR AMAZON
02/13/23	RING POWER CORPORATION	TXN00123496	\$678.53	TXN00123496- PARKS EQUIPMENT 1004 REPAIR RING POWE
02/13/23	AMZN Mktp US	TXN00123509	\$38.97	TXN00123509- FIRE RESCUE EQUIP ENGINE 92 SAW REPAI
02/13/23	AMZN Mktp US	TXN00123559	\$23.39	TXN00123559- FCSO JAIL BLOWER EQUIPMENT REPAIR AMA
02/20/23	FRIDAYPARTS LIMITED	TXN00123628	\$139.00	TXN00123628- PW EQUIPMENT 8788 FRIDAY PARTS 139.00
02/20/23	EVERGLADES EQUIP GROUP	TXN00123715	\$78.43	TXN00123715- FIRE RESCUE E16 SAW EVERGLADES 78.43
02/20/23	DG HARDWARE.	TXN00123726	\$32.39	TXN00123726- TOURIST DEVELOPMENT EQUIP 9689 REPAIR
02/20/23	SPS OF ORLANDO	TXN00123732	\$295.46	TXN00123732- FIRE RESCUE 8703 10491 REPAIR SOUTHE
02/20/23	A C HYDRAULICS INC	TXN00123741	\$350.00	TXN00123741- PW 9484 VEHICLE REPAIR AC HYDRAULICS
02/27/23	MCMaster-CARR	TXN00123843	\$156.20	TXN00123843 - STEEL THREADED ROD
02/27/23	AMZN Mktp US	TXN00123850	\$82.62	TXN00123850 - TRAILER LIGHTS & ELECTRICAL WIRE
02/27/23	ODP BUS SOL LLC	TXN00123881	\$72.90	TXN00123881 - MISC OFFICE SUPPLIES
03/06/23	AIRGAS - SOUTH	TXN00123889	\$64.35	TXN00123889 - ATTACHMENTS FOR WELDER
01/16/23	VERIZONWRLSS RTCCR VB	TXN00122824	\$135.90	TXN00122824 Verizon Legal
02/20/23	VERIZONWRLSS RTCCR VB	TXN00123613	\$171.97	TXN00123613 Verizon HR
02/20/23	AMAZON.COM HE1LR7BL0 AMZN	TXN00123629	\$33.30	TXN00123629 Amazon Hard Drive Veterans Svcs D Lynd
02/20/23	VERIZONWRLSS RTCCR VB	TXN00123633	\$216.50	TXN00123633 Verizon Tourism

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 03/13/23 to 03/17/23

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
02/20/23	AMAZON.COM H98KG0W11 AMZN	TXN00123635	\$19.14	TXN00123635 Amazon Pens
02/20/23	NATIONAL ASSOCIATION OF COUNTIES - NACO	TXN00123654	\$800.00	TXN00123654 NACO Membership
02/20/23	AMZN Mktp US	TXN00123667	\$183.60	TXN00123667 Amazon Fiber Patch Cables
02/20/23	AMZN Mktp US	TXN00123700	\$177.41	TXN00123700 Amazon Fiber Patch Cables
01/16/23	PEDIATRIC EMERGENCY STAND	TXN00122903	\$939.89	TXN00122903 - MEDICATION & EQUIPMENT GUIDE
02/13/23	TEAM EQUIPMENT INC	TXN00123468	\$119.09	TXN00123468 - EQUIPMENT REPAIR PARTS
02/20/23	IN FLORIDA PPE SERVICES	TXN00123672	\$204.80	TXN00123672 - GEAR INSPECTION / REPAIR
02/20/23	IN FLORIDA PPE SERVICES	TXN00123691	\$396.66	TXN00123691 - INSPECT / REPAIR GEAR
04/05/22	AMZN Mktp US	20276	\$206.98	TXN00117647-STORAGE CONTAINERS FOR DAMAGE ASSESSME
04/05/22	AMZN Mktp US	TXN00117621	\$23.98	TXN00117621-SHOE COVERS FOR INSPECTORS
04/05/22	AMZN Mktp US	TXN00117637	\$79.50	TXN00117637-INSPECTION TOOL WITH MIRROR FOR INSPEC
05/09/22	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00118346	\$154.23	TXN00118346 - THE HOME DEPOT - SMALL TOOLS
05/23/22	VECTOR SOLUTIONS	TXN00118477	\$134.10	TXN00118477 RED VECTOR 2 YEAR SUBSCRIPTION
06/20/22	AMAZON.COM KK07Q7AH3 AMZN	TXN00119065	\$54.21	TXN00119065-AMAZON ROLLED PAPER FOR PRINTER
06/20/22	AMZN Mktp US	TXN00119116	\$20.22	TXN00119116-AMAZON
07/11/22	AMZN Mktp US	TXN00119603	\$39.30	TXN00119603-AMAZON DUCT TAPE
07/31/22	BLDG OFFICIALS ASSOC FL	TXN00119745	\$55.00	TXN00119745 -BOAF
08/15/22	AMZN Mktp US	TXN00120048	\$17.99	TXN00120048 AMAZON FURNITURE SLIDERS

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
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Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
08/23/22	CONTRACTORS INSTITU	TXN00120217	\$300.00	TXN00120217-KONING CONTRACTOR'S INSTITUTE-LORENZO
08/23/22	AMZN Mktp US	TXN00120229	\$119.67	TXN00120229-AMAZON-SURGE PROTECTOR
08/23/22	INT'L CODE COUNCIL INC	TXN00120251	\$241.00	TXN00120251 ICC PERMIT TECH EXAM
08/23/22	AMZN Mktp US	TXN00120265	\$555.75	TXN00120265- AMAZON LADDER (TOOL)
08/23/22	AMAZON.COM AS9M15KJ3 AMZN	TXN00120274	\$17.80	TXN00120274 OFFICE SUPPLIES
08/29/22	INT'L CODE COUNCIL INC	TXN00120350	\$241.00	TXN00120350 Permit Tech Exam
09/06/22	AMZN Mktp US	TXN00120473	\$93.72	TXN00120473-FLUORESCENT POSTER BOARD
09/06/22	AMZN Mktp US	TXN00120566	\$67.01	TXN00120566-2015 ICC RESIDENTIAL CODE
09/12/22	AMZN Mktp US	TXN00120593	\$27.99	TXN00120593
09/12/22	AMZN Mktp US	TXN00120651	\$14.94	TXN00120651- BOOK TABS- ICC
09/19/22	AMZN Mktp US	TXN00120715	\$36.99	TXN00120715 AMAZON INSPECTOR SUPPLIES
09/19/22	INT'L CODE COUNCIL INC	TXN00120749	\$241.00	TXN00120749 PERMIT TECHNICIAN EXAM- AMY CAULEY
09/27/22	FLAGLER HOME BUILDERS AS	TXN00120857	\$545.00	TXN00120857-FLAGLER HOMEBUILDERS ASSOCIATION ANNUA
09/27/22	INT'L CODE COUNCIL INC	TXN00120877	\$241.00	TXN00120877 ZONING INSP EXAM
09/27/22	AMZN Mktp US	TXN00120933	\$328.40	TXN00120933 BUILDING INSP LADDERS
09/27/22	AMZN Mktp US	TXN00120947	\$146.46	TXN00120947 MAGNETIC BOARD- CODE ENF
10/17/22	INT'L CODE COUNCIL INC	TXN00121239	\$964.00	TXN00121239 ICC test for L BODEN
10/24/22	PAYPAL CONT INST	TXN00121248	\$550.00	TXN00121248 PREP COURSE KONING ENTERPRISES L. BODE

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11/07/22	NIC -FC-DICE	TXN00121634	\$30.00	TXN00121634 STATE OF FL CHIEF FINANCIAL OFFICER- F
11/07/22	INT'L CODE COUNCIL INC	TXN00121660	\$241.00	TXN00121660-ICC TEST ROB PORTER
11/07/22	PSI SERVICES LLC	TXN00121677	\$175.00	TXN00121677 L BODEN PSI SERVICES LLC - FAA DRONE E
11/14/22	INT'L CODE COUNCIL INC	TXN00121787	\$241.00	TXN00121787 ICC R PORTER
12/05/22	INT'L CODE COUNCIL INC	TXN00122139	\$241.00	TXN00122139- ICC TESTING ROB PORTER
12/05/22	BLDG OFFICIALS ASSOC FL	TXN00122166	\$55.00	TXN00122166 BOAF MEMBERSHIP DUES BUILDING DEPT
12/05/22	INT'L CODE COUNCIL INC	TXN00122179	\$241.00	TXN00122179 ICC TEST C BEMBRY -BUILDING PLANS EXAM
01/16/23	GARY YEOMANS FORD LINCOLN	TXN00122920	\$42.29	TXN00122920- PW 10089 VEHICLE REPAIR 42.29 YEOMANS
02/13/23	GARY YEOMANS FORD LINCOLN	TXN00123464	\$37.22	TXN00123464- FIRE RESCUE 10868 YEOMANS 37.22
02/13/23	AUTOZONE 1931	TXN00123520	\$11.87	TXN00123520- FCT 131 AUTOZONE 11.87
02/13/23	AUTOZONE 1931	TXN00123546	\$105.99	TXN00123546- PW VEHICLE 903 AUTOZONE 105.99
02/13/23	AUTOZONE 1931	TXN00123567	(\$184.58)	TXN00123567- FCSO 6627 CREDIT TO TXN00123384
02/20/23	1-800 RADIATOR	TXN00123663	\$148.00	TXN00123663- FCSO 5069 1800 RADIATOR 148.00
02/20/23	GARY YEOMANS FORD LINCOLN	TXN00123668	\$80.96	TXN00123668- FIRE RESCUE 9687 VEHICLE REPAIR YEOM
02/20/23	GARY YEOMANS FORD LINCOLN	TXN00123684	\$315.10	TXN00123684- FIRE RESCUE 9687 YEOMANS 315.10
02/20/23	AUTOZONE 1931	TXN00123702	\$3.79	TXN00123702- FCSO 6407 REPAIR AUTOZONE 3.79
02/20/23	GARY YEOMANS FORD LINCOLN	TXN00123719	\$52.44	TXN00123719- FCSO 5673 VEHICLE REPAIR YEOMANS 52.4
02/20/23	THE PARTS HOUSE	TXN00123728	\$344.26	TXN00123728- FCSO 3350 THE PARTS HOUSE 344.26
02/20/23	GARY YEOMANS FORD LINCOLN	TXN00123743	(\$59.92)	TXN00123743- FLEET BILLED WRONG CR TO TXN00123743

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02/20/23	GARY YEOMANS FORD LINCOLN	TXN00123745	\$59.92	TXN00123745- FLEET BILLED WRONG CREDIT WAS ISSUED
02/06/23	THE SHERWIN-WILLIAMS COMPANY	TXN00123331	\$46.30	TXN00123331-SCRAPER BLADE-TR 9654-PAINT-FAIRGROUND
02/06/23	LOWE'S HOME CENTERS, LLC	TXN00123383	\$411.98	TXN00123383-DISHWASTER FOR STATION 41
12/12/22	WWW.METALXCUSTOM.COM	TXN00122246	\$321.14	TXN00122246 - UNIFORM ACCESSORIES
12/12/22	ENTERPRISE RENT-A-CAR	TXN00122321	\$358.92	TXN00122321 - RENTAL CAR WHALEY AIRBUS TRAINING
12/12/22	ABM ORLANDO INTL	TXN00122346	\$58.00	TXN00122346 - AIRPORT PARKING WHALEY AIRBUS TRAINI
12/12/22	RESIDENCE INN	TXN00122371	\$482.16	TXN00122371 -LODGING - WHALEY AIRBUS TRAINING
12/12/22	QT 947	TXN00122374	\$15.00	TXN00122374 - FUEL FOR RENTAL CAR - WHALEY AIRBUS
01/16/23	SQ EMILYS DESIGN S	TXN00122846	\$30.00	TXN00122846 - ALTERATIONS TO FLIGHT SUITS
01/16/23	THE UPS STORE	TXN00122848	\$13.49	TXN00122848 - FREIGHT TO JET-CARE INTERNATIONAL
01/16/23	THE UPS STORE	TXN00122857	\$53.65	TXN00122857 - SHIPPING CHARGE FOR NIGHT VISION GOG
01/30/23	THE UPS STORE	TXN00123269	\$53.65	TXN00123269 - FREIGHT TO SHIP NIGHT VISION GOGGLES
02/13/23	TRACTOR SUPPLY	TXN00123606	\$6.99	TXN00123606 - WIRING HARNESS FOR FF PICKUP
03/06/23	GLEIM PUBLICATIONS INC	TXN00123937	\$54.95	TXN00123937 - INSPECTION AUTHORIZATION RENEWAL COU
02/13/23	VISTAPRINT	TXN00123442	\$34.99	TXN00123442 - BUSINESS CARDS FOR BUILDING
02/27/23	AMAZON.COM HP18H1WW0 AMZN	TXN00123831	\$44.07	TXN00123831 - OFFICE SUPPLIES FOR CENTRAL STORES A
03/06/23	AMZN Mktp US	TXN00123904	\$41.00	TXN00123904 - PENS FOR GAL
03/13/23	AMZN Mktp US	TXN00124127	\$13.89	TXN00124127 - MOUSE PAD AND WRIST REST FOR V.MIRA
02/27/23	DG HARDWARE.	TXN00123782	\$42.46	TXN00123782-FLAT WASHERS-FASTENERS- REPAIRS @ AG E

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
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02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123783	\$30.67	TXN00123783-REPLACEMENT HANGING LIGHT-PRINCESS PLA
02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123793	\$61.34	TXN00123793-REPLACEMENT LIGHTS-PRINCESS PLACE
02/27/23	GRAINGER	TXN00123848	\$85.10	TXN00123848-ELECTRICAL PARTS- JUSTICE CENTER USB
01/10/23	DG HARDWARE.	TXN00122760	\$57.75	TXN00122760 - PARKS - HAMMOCK PICKLEBALL COURTS -
01/30/23	DG HARDWARE.	TXN00123153	\$17.42	TXN00123153 - PARKS - HAMMOCK PICKLEBALL COURT & T
01/30/23	DG HARDWARE.	TXN00123179	\$22.01	TXN00123179 - PARKS - HAMMOCK PICKLE BALL COURT -
01/30/23	LOWES #02241	TXN00123193	\$113.28	TXN00123193 - PARKS - HAMMOCK PICKLEBALL COURTS -
01/30/23	FLAGLER POWER EQUIPMENT	TXN00123249	\$25.95	TXN00123249 - PARKS - FCRA - TRASH GRABBER - FLAGL
01/30/23	LOWES #02241	TXN00123254	\$413.19	TXN00123254 - PARKS - LEHIGH TRL BOARDWALK LUMBER
02/06/23	CLEGG SOD FARM INC	TXN00123397	\$184.00	TXN00123397 - PARKS - FCRA BALL FIELDS SOD - CLEGG
02/13/23	LOWES #02241	TXN00123441	\$103.62	TXN00123441 - PARKS - LEHIGH TRAIL BOARDWALK - WOO
02/13/23	FLAGLER POWER EQUIPMENT	TXN00123448	\$101.95	TXN00123448 - PPP - POLE SAW REPAIR - FLAGLER POWE
02/13/23	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00123459	\$299.00	TXN00123459 - PARKS - TRUCK#8695 - HAMMER DRILL KI
02/13/23	STONE PLUS PALM COAST STO	TXN00123494	\$244.32	TXN00123494 - PPP - MULCH - STONE PLUS PALM COAST
02/13/23	STONE PLUS PALM COAST STO	TXN00123511	\$488.64	TXN00123511 - PARKS - FCRA - ESPANOLA & WADSWORTH
02/13/23	DG HARDWARE.	TXN00123530	\$62.59	TXN00123530 - PARKS - RUSSELL LANDING & FCRA - HOS
02/13/23	STONE PLUS PALM COAST STO	TXN00123553	\$732.96	TXN00123553 - PARKS - OLD DIXIE - MULCH - STONE PL
02/13/23	DG HARDWARE.	TXN00123563	\$7.34	TXN00123563 - PARKS - FCRA BATTING CAGES - SPRAY P

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02/13/23	STONE PLUS PALM COAST STO	TXN00123591	\$122.16	TXN00123591 - PPP - MULCH -STONE PLUS PALM COAST -
02/20/23	DG HARDWARE.	TXN00123615	\$48.95	TXN00123615 - PARKS - ESPANOLA & HT BACKBOARDS SPR
02/20/23	2119 - FIS OUTDOOR	TXN00123638	\$24.96	TXN00123638 - PARKS - WADSWORTH - VALVE BOXES - FI
02/20/23	SITEONE LANDSCAPE	TXN00123717	\$557.96	TXN00123717 - PARKS - FCRA & WADSWORTH - INSECTICI
02/20/23	FLAGLER POWER EQUIPMENT	TXN00123746	\$317.18	TXN00123746 - PARKS - MOWER REPAIR - FLAGER POWER
02/13/23	LOWE'S HOME CENTERS, LLC	TXN00123497	\$34.94	TXN00123497-GALV HANGER STRAP-SCREWS-CORNER BRACE-
02/13/23	LOWE'S HOME CENTERS, LLC	TXN00123517	\$110.29	TXN00123517-FLOOR SEAM BINDER-SCREWS- REPAIRS @ DA
02/13/23	LOWE'S HOME CENTERS, LLC	TXN00123554	\$18.56	TXN00123554-WIRE CONNECTORS-FACILITIES
02/13/23	DG HARDWARE.	TXN00123571	\$9.48	TXN00123571-HARDWARE-REPAIRS @ DAVID SIEGEL CENTER
02/13/23	LOWE'S HOME CENTERS, LLC	TXN00123611	\$79.01	TXN00123611-TOOLS- TR 10082-FACILITIES
02/27/23	DG HARDWARE.	TXN00123765	\$28.19	TXN00123765-PAINT SUPPLIES- TR 10081
02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123770	\$59.57	TXN00123770-SOLEVENT- PLUMBERS PUTTY-FAUCET SUPPLY
02/27/23	DG HARDWARE.	TXN00123776	\$6.05	TXN00123776-COUPPING-TR 10081
02/27/23	DG HARDWARE.	TXN00123784	\$26.22	TXN00123784-PINE STUB-PAINT-FACILITIES
02/27/23	LOWE'S HOME CENTERS, LLC	TXN00123795	\$16.70	TXN00123795-TOGGLE BOLT-DRAIN ADAPTER-FACILITIES
02/27/23	DG HARDWARE.	TXN00123830	\$14.02	TXN00123830-ADAPTERS-PVC-FACILITIES
02/27/23	DG HARDWARE.	TXN00123869	\$15.60	TXN00123869-STEEL ANGLE-FACILITIES
02/27/23	DG HARDWARE.	TXN00123878	\$9.44	TXN00123878-TOGGLE BOLTS-FACILITIES
03/06/23	LOWE'S HOME CENTERS, LLC	TXN00123940	\$65.06	TXN00123940-ROPE-PC LIBRARY

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07/11/22	LOWES #02241	TXN00119497	\$242.71	TXN00119497 - Lowe's Home Center - Grill and Cover
09/19/22	PUBLIX #1339	TXN00120774	\$26.98	TXN00120774 - Publix Herbs and veggies
10/24/22	BLT Restaurant	TXN00121369	\$5,185.00	TXN00121369 - RESTAURANT SUPPLY.COM - ICE MACHINE
11/28/22	RESTAURANT CITY FLORIDA	TXN00122007	\$3,049.00	TXN00122007 - RESTAURANT CITY - REFRIDGERATOR FOR
02/13/23	FRASER'S STORAGE	TXN00123478	\$256.00	TXN00123478 -FRASERS STORAGE -FEBRUARY RENT 2023
02/13/23	CARRIER CORPORATION	TXN00123536	\$1,462.00	TXN00123536 - CARRIER - FCSS ODP -FINAL BILL - INV
02/13/23	ANIXTER-PS-#3609 HOLLYHIL	TXN00123550	\$322.04	TXN00123550 - ANIXTER - FCSS ODP -FINAL BILLS
02/20/23	NIGP	TXN00123617	\$510.00	TXN00123617 - NIGP - EFFECTIVE CONTRACT WRITING CO
02/20/23	CFC NIGP	TXN00123716	\$40.00	TXN00123716 - CF PURCHASING CHAPTER ANDREW FERRARA
02/27/23	PITNEY BOWES GLOBAL FINANCIAL SRVC	TXN00123780	\$1,049.31	TXN00123780 - PITNEY BOWES - INSERTING SYSTEM - LE
02/27/23	PITNEY BOWES GLOBAL FINANCIAL SRVC	TXN00123798	\$1,049.31	TXN00123798 - PITNEY BOWES - INSERTING SYSTEM - LE
02/27/23	NYRP	TXN00123842	\$1,015.68	TXN00123842 - QUALITY PLUMBING -WATER LINE REPAIR
02/27/23	VISTAPRINT	TXN00123887	\$31.99	TXN00123887 - VISTAPRINT - GENERAL SERVICES - AARO
02/20/23	MCW1213-PALM COAST	TXN00123697	\$32.09	TXN00123697 ADMIN MONTHLY CAR WASH
01/10/23	AMZN Mktp US	TXN00122772	\$157.99	TXN00122772-PORTABLE WORK STATION-FACILITIES
02/13/23	Amazon.com HE8DQ3JR0	TXN00123610	\$562.72	TXN00123610-VALVES-HVAC REPAIR-JUSTICE CENTER
02/20/23	AMAZON.COM HE4UP2XR0 AMZN	TXN00123640	\$424.86	TXN00123640-TOOL- INSULATION TESTER-FACILITIES-TR
02/27/23	AMAZON.COM HP6OF9ZJ2 AMZN	TXN00123806	\$206.12	TXN00123806-MARINE TEX PUTTY-FACILITIES

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02/27/23	VPS CARRIER ENTERPRISES,	TXN00123836	\$127.25	TXN00123836-HVAC REPAIRS-BLDG 5
01/30/23	DG HARDWARE.	TXN00123189	\$69.50	TXN00123189 - PPP - STAKES & MARKING PAINT - ACE H
01/30/23	PP BEACHSIDELA	TXN00123198	\$221.16	TXN00123198 - PPP - COTTAGE LAUNDRY - BEASIDE LAUN
01/30/23	LOWES #02241	TXN00123222	\$16.70	TXN00123222 - PPP - STAKES - LOWES - 16.70
02/13/23	LOWES #02241	TXN00123538	\$119.00	TXN00123538 - PPP - WHELL BARROW - LOWES - 119.00
02/13/23	DG HARDWARE.	TXN00123543	\$104.02	TXN00123543 - PARKS - SPRAY PAINT, HOSE BIB, WIRE
02/13/23	DG HARDWARE.	TXN00123578	\$65.62	TXN00123578 - PPP - WASHERS, SCREWS, FASTENER - AC
02/20/23	PP BEACHSIDELA	TXN00123643	\$184.94	TXN00123643 - PPP - COTTAGE LAUNDRY - BEACHSIDE LA
02/20/23	PP BEACHSIDELA	TXN00123678	\$242.82	TXN00123678 - PPP - COTTAGE LAUNDRY - BEACHSIDE LA
02/20/23	STAPLES	TXN00123681	\$33.99	TXN00123681 - PARKS - NOTEPAD - STAPLES - 33.99
02/20/23	LOWES #02241	TXN00123694	\$295.74	TXN00123694 - parks & ppp - water dispensers - low
02/20/23	DAYTONA PRESSURE	TXN00123695	\$81.29	TXN00123695 - PPP - PRESSURE WASHER SOAP, GUN & CC
02/20/23	FLAGLER POWER EQUIPMENT	TXN00123706	\$162.63	TXN00123706 - PARKS - CHAINSAW REPAIR - FLAGLER PO
02/20/23	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00123704	\$676.00	TXN00123704-TOOL BATTERY-TR 8090-FACILITIES
02/20/23	QUALITY HARDWARE	TXN00123723	\$84.00	TXN00123723-DOOR THRESHOLD-CARVER
02/27/23	AMAZON.COM HP3Q43052 AMZN	TXN00123826	\$136.54	TXN00123826-DELTA FAUCET-VITAL STATISTICS-FACILITI
02/27/23	COASTAL CABINETS	TXN00123834	\$351.00	TXN00123834-COUNTEROPS-VITAL STATISTICS-FACILITIES
02/27/23	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00123866	\$423.45	TXN00123866-VERTICLE BLINDS-VITAL STATISTICS-FACIL

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02/27/23	B AND B FASTENER AND SUPP	TXN00123868	\$66.36	TXN00123868-HARDWARE-WADSWORTH PARK IMPROVEMENTS-D
02/27/23	B AND B FASTENER AND SUPP	TXN00123879	\$279.98	TXN00123879-NAILS-HAMMOCK PICKLEBALL COURT
03/06/23	REXEL 1117	TXN00123919	\$923.06	TXN00123919-LIGHT PANELS-CARVER GYM
03/13/23	LOWE'S HOME CENTERS, LLC	TXN00124110	\$747.64	TXN00124110-GROUT-TILE-T MOULDING-FAUCET-HEALTH DE
		Report Total	\$89,895.21	

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

MARCH 6, 2023

REGULAR MEETING

Present: Chair Gregory Hansen, Vice Chair Andy Dance, Commissioners Donald O'Brien, Leanne Pennington, David Sullivan, County Administrator Heidi Petito, Assistant County Attorney Sean Moylan, and Deputy Clerk Deb Jenkins

Chair Hansen called the meeting to order at 9:00 a.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

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

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair Hansen announced there were two additions to the agenda: add the A1A Strike Team Presentation under Item 4d and add to the Consent Agenda under Item 7e, declaring items as surplus to remove from the County's fixed assets.

A motion was made by Commissioner Sullivan to add Item 4d – A1A Strike Team Presentation. Seconded by Commissioner Dance.

Chair Hansen called the question. Motion carried unanimously.

A motion was made by Commissioner O'Brien to add Item 7e, the removal of surplus items, to the agenda. Seconded by Commissioner Sullivan.

Chair Hansen called the question. Motion carried unanimously.

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair Hansen announced the following:

- Two municipal elections on March 7 for the City of Flagler Beach and the Town of Beverly Beach
- Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils
- Upcoming meetings:
 - Workshop – March 6, 2023, at 1:00 p.m. in the Board Chambers
 - Regular Meeting – March 20, 2023, at 9:00 a.m. in the Board Chambers

ITEM 4A – RECOGNITIONS

None

March 6, 2023
Regular Meeting

ITEM 4B – PROCLAMATION - GOVERNMENT FINANCE PROFESSIONALS WEEK
– MARCH 20-24, 2023

Commissioner Pennington read the Proclamation.

John Brower, Financial Services Director, accepted the Proclamation.

A motion was made by Commissioner Sullivan to adopt the Proclamation. Seconded by Commissioner Dance.

Chair Hansen called the question. Motion carried unanimously.

ITEM 4C – PRESENTATION – FLORIDA DEPARTMENT OF TRANSPORTATION
5-YEAR WORK PROGRAM

Katherine Anderson-Corbin, FDOT Program Management Administrator, presented the PowerPoint. Spoke on the five-year work program covering public transit, seaport, airport, and rail projects. Reviewed Fiscal Year 2022 Project impacts and right-of-way impacts. Reviewed the five-year work program funding outlook and the breakdown for types of projects. Stated there are six Transportation Planning Organization priority projects estimated at \$6,272,203 and four County priority projects estimated at \$9,118,050. Highlighted new tentative key projects that were introduced into the five-year program.

ITEM 4D – PRESENTATION – A1A STRIKE TEAM

Jack Atkins, District 5 Director of Transportation Development, stated in November Flagler County was hit with two hurricanes that took a toll on A1A in Flagler Beach and FDOT started discussions on forming a strike team made up of FDOT, Flagler County, Volusia County, Flagler Beach, Army Corps and FDEP. He stated they have been meeting for three months and engaging coastal engineers to look at the 13-mile corridor for vulnerable areas and solutions. Announced public meetings will be held on March 8 in Volusia County and on March 21 in Flagler Beach at the Wickline Center.

Ty Garner, FDOT Project Manager for A1A Projects, presented the PowerPoint. Spoke on the 13-mile corridor that the Strike Team was focusing on a resiliency plan to eliminate future problems. Noted public information meetings were held back in January, over 100 people attended in Volusia County and over 200 people attended the Flagler County meeting resulting in over 100 public comments; what we heard from listening was that the Army Corps Project was very important to the community to preserve the project; to find permanent solutions to preserve A1A. FDOT is working with Flagler Beach and Flagler County on locations for more walkovers, pedestrian crossings, and the safety of A1A and will touch on the safety of A1A. Discussed recommendations for more seawalls and locations.

Chair Hansen commented the secant seawall worked, it protected A1A.

(Item 4d – continued)

Mr. Garner noted the FDOT maintenance office is working with the Federal Highway Administration on replenishing all the sand, plantings, and fencing along that wall section.

Commissioner Dance favored a plan for addressing ongoing maintenance of the dunes and plantings protecting the seawall.

Mr. Garner replied absolutely, everyone recognizes there must be some sort of renourishment and was trying to get a plan in place with all the partners.

Commissioner Sullivan inquired about scheduling.

Mr. Garner does not have a definite timeline right now but is hopeful it will be sooner rather than later; Secretary Tyler is in Tallahassee right now to discuss the importance of getting the funding in place.

Chair Hansen asked were permits through FDEP received yet.

Mr. Garner replied have not yet started but are getting ready start with the permitting process.

ITEM 5A – COMMUNITY OUTREACH

Charles Cowart, spoke in opposition on the demolition of the Bull Creek Fish Camp. Stated he represents his father, Chuck Cowart, and other voices: businessmen, farmers, and ranchers that go there to engage in commerce affairs; they go there because it is a place of refuge, a place where they can go to have a country meal and talk business. Added not to mention the tourism and fishing industry. Stated there are a lot of people out there concerned that it is going to be destroyed. Mentioned there is a meeting tomorrow to address this but wanted to voice his thoughts and to represent the people on the westside of the county; there was a lot of people not in favor of this. Commented it has been a longtime hub for businessmen and farmers, people who are well known here and pay a lot of taxes.

Chair Hansen stated the BOCC is going to do our best to do something out there even if it is a pavilion with a dedicated food truck. The current piece of property where the building sat is not buildable anymore. Commented the BOCC is very concerned about that park. Noted Commissioner Pennington was working hard on this.

ITEM 5B – BOARD COMMENTS ON CONSENT ITEMS

None

CONSENT AGENDA - ITEMS 6A THROUGH 7E

A motion was made by Commissioner O'Brien to approve the Consent Agenda. Seconded by Commissioner Pennington.

Chair Hansen called the question. Motion carried unanimously.

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

ITEM 6A – BILLS AND RELATED REPORTS

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

- Revenue Collected for January 2023
- Disbursement Report for Week Ending February 3, 2023, in the amount of \$2,261,381.67
- Disbursement Report for Week Ending February 4, 2023, in the amount of \$61,764.25
- Disbursement Report for Week Ending February 10, 2023, in the amount of \$1,379,704.83

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

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

- February 6, 2023, Regular Meeting

March 6, 2023
Regular Meeting

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

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

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

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

DATE OF MEETING: March 6, 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.

March 6, 2023
Regular Meeting

ITEM 7B – CONSIDERATION TO ALLOW SINGLE SOURCE CONTINUITY OF WORK FOR TNSI - SECURITY 101 TO COMPLETE THE ACCESS CONTROL OVERHAUL FOR THE EMERGENCY OPERATIONS CENTER, GOVERNMENT SERVICES BUILDING, AND JUSTICE CENTER

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

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

SUBJECT: Consideration to Allow Single Source Continuity of Work for TNSI - Security 101 to Complete the Access Control Overhaul for the Emergency Operations Center, Government Services Building, and Justice Center.

DATE OF MEETING: March 6, 2023

OVERVIEW/SUMMARY: This project overhauls access control hardware and software systems in the Emergency Operations Center, Government Services Building, and Justice Center to current generation encryption standards.

Security 101 is our current vendor who has completed all the existing access control work for the County, including the new FCSO Ops Center, and was contacted in Q1 of FY22 and to bring our access control infrastructure up to current standards. Due to that request, Security 101 proceeded to order all the hardware needed to complete this project. No agreement was signed at that time and the GSA contract we were working with them under has since expired.

This project, although having no official agreement signed, was planned for in FY22 while working under a GSA contract and had funds allocated for FY23 completion. It is staff recommendation to approve the single source selection to continue to allow this project to move forward for continuity of operations while we work on a new contract to level set our continued partnership.

STRATEGIC PLAN: Growth and Infrastructure Objectives

- Goal 1 – Provide Quality Fundamental Infrastructure and Assets
 - Objective GI 1.3: Develop and deploy a cyber security infrastructure which balances the confidentiality, integrity, and availability (CIA) of all county systems and system of systems (SoS).

FUNDING INFORMATION: The total cost for this project is \$120,658.61. Funding is included in the FY 2022-23 Adopted Budget in the General Capital Projects Fund 1316. The Budget Transfer will transfer \$85,660 in funding from Project IT23002 - Replace Server, Storage, O/S to Project IT23001 - Camera Control Upgrades.

DEPARTMENT CONTACT: Christopher Torres, IT Project Manager (386) 414-4795
Matt Rivera, Chief Information Officer (386) 313-4281

RECOMMENDATION: Due to the extensive amount of time this vendor has spent developing and deploying our current access control upgrades, they possess unique knowledge and abilities to complete this project. Staff requests the Board approve the single source selection for continuity of work and to approve the Budget Transfer.

ATTACHMENTS:

1. Request For Single Source Purchase
2. Budget Transfer

March 6, 2023
Regular Meeting

ITEM 7C – CONSIDERATION TO AMEND THE FISCAL YEAR 2022-23 BUDGET FOR UNANTICIPATED REVENUE FOR A TRAINING INCENTIVE PROGRAM

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

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

SUBJECT: Consideration to Amend the Fiscal Year 2022-23 Budget for Unanticipated Revenue for a Training Incentive Program.

DATE OF MEETING: March 6, 2023

OVERVIEW/SUMMARY: Risk Management applied for a Training Incentive Program through Preferred Governmental Insurance and was awarded \$5,000 to be used towards future safety trainings and conferences. The intent of the award is to ensure continued training for the county safety program.

STRATEGIC PLAN:

- Focus Areas: Public Health and Safety; Infrastructure
 - Goal 2 – Operate a Risk Reduction Program

FUNDING INFORMATION: An Unanticipated Revenue Resolution will appropriate the \$5,000 into the Human Resources budget for training/safety seminars and conferences.

DEPARTMENT CONTACT: Samantha T. Whitfield, Risk Manager (386) 313-4032

RECOMMENDATION: Request the Board to approve the Unanticipated Revenue Resolution.

ATTACHMENTS:

1. URR

UNOFFICIAL

March 6, 2023
Regular Meeting

ITEM 7D - CONSIDERATION TO AMEND THE FY 2022-23 BUDGET FOR FLAGLER COUNTY FIRE RESCUE SUPPORT OF FLAGLER COUNTY DEPARTMENT OF HEALTH'S COORDINATED OPIOID RESPONSE PROGRAM

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

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

SUBJECT: Consideration to amend the FY 2022-23 Budget for Flagler County Fire Rescue Support of Flagler County Department of Health's Coordinated Opioid Response Program

DATE OF MEETING: March 6, 2023.

OVERVIEW/SUMMARY: On October 17, 2022, Flagler County Board of County Commissioners (BOCC) executed an agreement with Flagler Cares, Inc. (a Florida not-for-profit corporation) serving as a contractor to Flagler County Health Department to administer a State of Florida Grant to give residents of Flagler County who are suffering from an Opioid Use Disorder (OUD) and require medication assisted treatment (MAT) and peer support services through Florida's "Coordinated Opioid Recovery (CORE) program. As part of this agreement, Flagler Cares is to provide funding for two full time equivalent Community Paramedics to support the delivery of medications necessary for the MAT portion of the CORE program. While the agreement calls for the usage of "full time equivalent" positions, FCFR has been authorized to utilize part-time personnel to address the needs of the program.

Because the number of participants who will be enrolled in the program were unknown, FCFR utilized existing Community Paramedic program personnel as part of start-up operations until the actual demand for service numbers became known. The program has grown to a point where there are now 10 individuals enrolled in the program and the volume is requiring the implementation of part-time Community Paramedic personnel to support the growing needs of the CORE program. As part of the agreement, Flagler Cares is currently reimbursing Flagler County \$18,704 monthly to meet the deliverables of the agreement up to \$205,753.50.

STRATEGIC PLAN:

- Public Health and Safety
 - Goal 4 – Expand Behavioral Health and Substance Abuse Programs
 - Objective PHS 4.1: Expand public-private partnerships to help remove barriers related to behavioral health access.
 - Objective PHS 4.3: Implement an addiction stabilization center in the county that will help to reduce or prevent overdoses and deaths.

FUNDING INFORMATION: Funding in the amount of \$205,754 will be appropriated in the Grant Special Revenue Fund 1128 upon approval of the Unanticipated Revenue Resolution for costs of staffing, medications, and a vehicle.

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

RECOMMENDATION: Request the Board to approve Flagler County Fire Rescue to utilize up to four temporary and/or contracted employees in a part-time capacity to support the delivery of the Coordinated Opioid Recovery (CORE) program and approve the Unanticipated Revenue Resolution.

ATTACHMENTS:

1. Executed Contract with Flagler Cares, Inc.
2. Unanticipated Revenue Resolution
3. October 17, 2022 BOCC Meeting Minutes - Item 7i

March 6, 2023
Regular Meeting

GENERAL BUSINESS

ITEM 8 - ADOPTION OF A RESOLUTION TO VACATE AND RELOCATE A PORTION OF THE PLAT OF THE FLAGLER BEACH POLO CLUB SUBDIVISION IN THE PUD (PLANNED UNIT DEVELOPMENT) ZONING DISTRICT – TERRY M. MCNITT, JR., AND ASHLEY G. MCNITT, HUSBAND AND WIFE – 62 AND 66 TROTTERS LANE; PARCEL #38-12-31-2200-00000-0120

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

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

SUBJECT: Adoption of a Resolution to Vacate and Relocate a Portion of the Plat of the Flagler Beach Polo Club Subdivision in the PUD (Planned Unit Development) Zoning District – Terry M. McNitt, Jr., and Ashley G. McNitt, Husband and Wife – 62 and 66 Trotters Lane; Parcel #38-12-31-2200-00000-0120.

DATE OF MEETING: March 6, 2023

OVERVIEW/SUMMARY: The County has received a petition to vacate and relocate a portion of the Flagler Beach Polo Club Subdivision so that construction can occur across the common interior lot line between Lots 12 and 13. Terry M. McNitt, Jr., and Ashley G. McNitt, Husband and Wife, as the parcel owners, are seeking the vacation and relocation of a portion of the subject plat as depicted on the plat of the Flagler Beach Polo Club subdivision, as recorded in Map Book 34, Pages 37 through 40, of the Public Records of Flagler County, Florida. The Property Appraiser's aerial depicts:

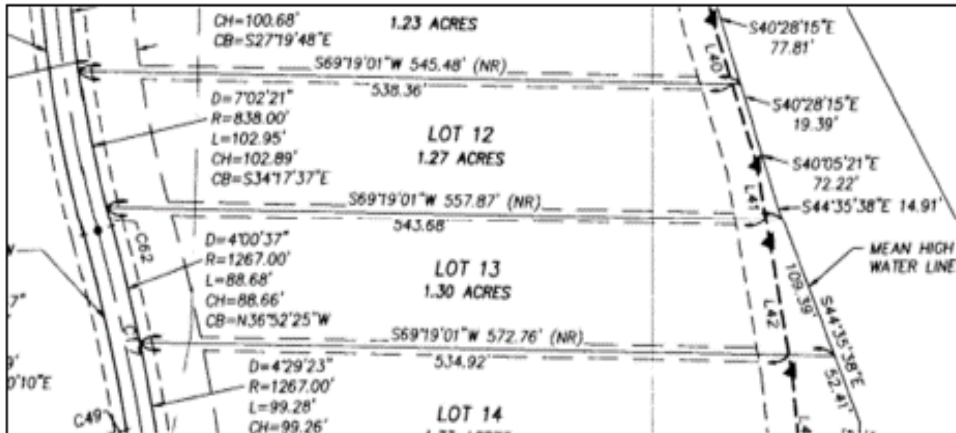


Specifically, the McNitts are requesting the vacation of the two five foot wide restrictive natural buffers lying on each side of and adjacent to the interior side lot lines between lots 12 and 13. Through the attached resolution, these buffers would be vacated between Lots 12 and 13 and the five foot wide buffers would each be shifted to the new exterior parcel lines, making the portion of the natural buffer along the North lot line of lot 12 ten feet in width (15 feet in total with the five feet width of the buffer along the South line of lot 11) and the portion of the natural buffer along the South line of lot 13 ten feet in width (and 15 feet in total when added to the five feet width of the buffer along the North lot line of lot 14). In advance of the plat vacation, the McNitts have recorded a Unity of Title Declaration – dated and recorded on February 8, 2023 at Official Records Book 2755, Page 142, Public Records of Flagler County, Florida – that binds the resulting parcel together as a single parcel for development purposes.

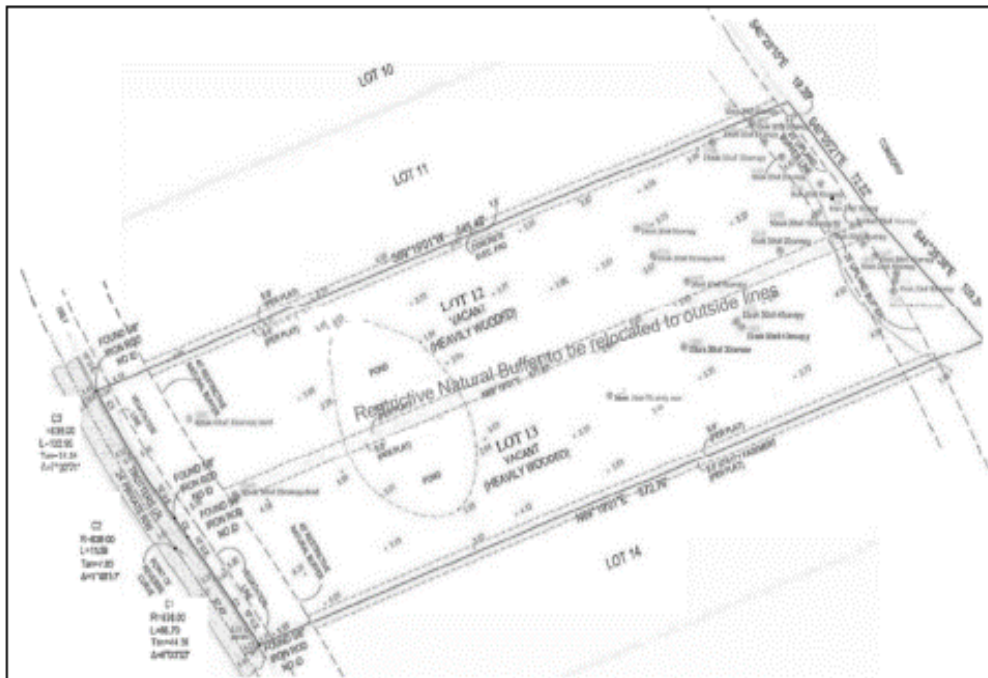
(Item 8a – continued)

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

The plat depicts these two lots as follows:



The following excerpt from the survey depicts the buffers and reflects the intent of the vacation and relocation:



Note 8 in "Notes Regarding Easements" from the plat's cover sheet states the following regarding the restrictive natural buffer:

"The 'restrictive natural buffer' shall not be encroached by construction, structures, etc. with the exception of boardwalks to docks driveways for ingress and egress. The buffer is further restricted to prohibit clearing of

(Item 8a – continued)

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

any index trees, as described in the Flagler County Land Development Code Section 6.01.09, in excess of 6 inches in diameter measured 4.5 feet above ground level.”

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 consent of the appropriate utilities or regulatory agencies.” (Sec. 4.08.03. – Vacating plats, Flagler County Land Development Code).

The Flagler Beach Polo Club HOA consented to the removal of the common easement between the two lots. No utility companies provided written consent since the easement is a restrictive natural buffer easement enforced by the HOA.

Public Notice: Public notice has been provided in accordance with Section 2.07.00 of the LDC, and consistent with Section 177.101, 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 and relocation of the portion of the plat described as five foot wide restrictive natural buffers lying on each side of and adjacent to the interior side lot line between Lots 12 and 13, relocating the five foot wide buffer along the South lot line of Lot 12 to the North lot line of Lot 12 (ten feet in width total within Lot 12), and relocating the five foot wide buffer along the North lot line of Lot 13 to the South lot line of Lot 13 (ten feet in width total within Lot 13), allowing for development to occur across the common lot line between Lots 12 and 13, Flagler Beach Polo Club, as recorded in Map Book 34, Page 37 through 40, Public Records of Flagler County, Florida.

ATTACHMENTS:

1. Resolution
2. Petition to Vacate and related documents, including consent letter from the Flagler Beach Polo Club HOA
3. Unity of Title Declaration
4. Public Notice

(Item 8a – continued)

Adam Mengel, Growth Management Director, presented the PowerPoint. Stated this request is to vacate and relocate a portion of the plat of the Flagler Beach Polo Club Subdivision. Explained Lots 12 and 13 have been combined and the owners would like to build across the common lot line. Explained there is a five-foot vegetative natural buffer in between and it is the BOCC's policy to consider these on a case-by-case basis. Explained the request and stated staff recommends approval.

Chair Hansen opened public comments. There were none.

A motion was made by Commissioner O'Brien to approve Item 8a. Seconded by Commissioner Sullivan.

Chair Hansen called the question. Motion carried unanimously.

PUBLIC HEARINGS

None

ITEM 10A - COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Petito reported the following:

- Amy Lukasik has been selected to participate on the Northeast Florida Regional Council (NEFRC) Steering Committee for Ecotourism and Trails
- FDOT held a public information meeting regarding work schedule for safety and resurfacing improvements for SR11 and held meeting at the Haw Creek Community Center to discuss resurfacing and potential roundabout at Cody's Corner, it was well attended and received good feedback; work expected to start in January or February 2024
- Beach and Dune Renourishment Projects have begun, working with FDEP to ensure that compliance is met
- Working with community partners and the Chambers to create economic development strategies and will provide an overview of options to the BOCC at the upcoming workshop on March 20
- County Engineering team has been working closely with FDEP for protection of homes in the Painter's Hill area; FDEP provided emergency authorization to those homes for the construction of coastal armoring, seawall project

Chair Hansen stated he received complaints about people walking over dunes and the County not providing access to the beach because of the new sand. Asked was the County working towards solving that issue. Commented the County Engineer said they would put up snow fencing which would help.

County Administrator Petito replied, the County Engineer and her team were working on that but first needed to get sand out there but was working on a plan through their contractor.

ITEM 10B - COUNTY ATTORNEY REPORT/COMMENTS

None

ITEM 10C - COMMUNITY OUTREACH

None

ITEM 10D - COMMISSION REPORTS/COMMENTS/ACTION

Commissioner Sullivan reported attendance at the Northeast Florida Regional Council meeting last week to discuss ecotourism for next year. Reported a leadership group was to meet at Princess Place to discuss ecotourism and resiliency. Congratulated Amy Lukasik being involved with the group. Spoke on the county's public transportation system and stated that the County runs this program in coordination with the NEFRC who are critical in keeping the system going. Explained it is basically for the disadvantage and is an important program. Stated as population increases, we will need to look at this further. Noted have asked the City of Palm Coast to have a representative attend our meetings.

Commissioner Dance stated it should be noted that direction at the last meeting was to have a public meeting or workshop on Bull Creek and to let Mr. Cowart know when it was formalized.

County Administrator unsure if direction was to have a public meeting; the BOCC was going to have an upcoming meeting to discuss the codes and the process of leading up to red tagging a facility, not on Bull Creek specific, because a lot of the codes need to be updated. Announced she did have a meeting tomorrow at 2 pm, set up at the request of Rhonda Pellicer who has taken to social media and shared it with at least 30 people; she thought that was the meeting Mr. Cowart was referring to.

Commissioner Dance stated his interpretation was to use Bull Creek as the example, the BOCC would go through the process in determining what was suitable for future redevelopment of the building's condition and the issues, so that everyone was aware and would be open to public comments in a workshop setting.

County Administrator Petito stated there is a workshop scheduled for March 20 at 1 pm to discuss two different things: economic development and the ordinance process.

Commissioner Dance stated in the ongoing master planning for Parks and Recreation, that property was included in the overall public property for review; there are plenty of online links that the public can go to under the City of Palm Coast or the County and they are now taking comments online. Recommended the Westside residents go online to voice their opinions. Announced will be joining Ms. Lukasik on the NEFRC Steering Committee. Spoke in favor of the multi trail system along Bulow Creek and connecting to the pedestrian bridge.

(Item 10d – continued)

Commissioner Pennington spoke of the meet and greets she holds at Haw Creek on Saturdays with residents and had a few farm families and major stakeholders show up. They are concerned about Bull Creek because it was their place to do business. Commented they want to know that the BOCC is getting it right before razing this building and will do right by them in the future.

Commissioner O'Brien stated he was encouraged about the future discussions on economic development incentives. Commented it looked like the City of Palm Coast's new Director was putting an emphasis investing in that and collaboration with the city was important. Stated CareerSource is the workforce development for our area and for many years we have been aligned with Volusia County. Stated last year, legislation passed, the Reach Act, and there was restructuring of the workforce development boards across Florida. Explained a number of boards were consolidated, so Flagler will be a part of Brevard's board, consisting of Flagler, Volusia, and Brevard.

Chair Hansen asked does Robin King keep her position with the Workforce Development Board.

Commissioner O'Brien replied, not sure about any of that yet; the first step is to draft an interlocal agreement between the counties and asked County Attorney Hadeed to take the leadership on that because of his expertise.

Chair Hansen stated he has been working with the County Administrator and County Attorney on crafting a perpetual easement for Hammock Dunes. If we can get that done, it will be a model for the rest of the easements going north and will schedule a workshop to work through that at some point. Commented it was close to getting it finalized and will be given to the BOCC members in plenty of time to read it.

Commissioner O'Brien asked if it would be modeled after the Army Corps.

Chair Hansen stated was very similar, but some of the wording is different.

Commissioner Sullivan inquired if the County is still doing easements from South 6th Street to the wall.

Chair Hansen commented yes, but it is separate.

March 6, 2023
Regular Meeting

ADJOURNMENT

The meeting was adjourned by consensus at 10:01 a.m.

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Bexley
Clerk of the Circuit Court & Comptroller

Gregory L. Hansen
Chair

UNOFFICIAL

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

MARCH 6, 2023

WORKSHOP

Present: Chair Gregory Hansen, Vice Chair Andy Dance, Commissioners Leann Pennington, Donald O'Brien, David Sullivan, County Administrator Heidi Petito, County Attorney Al Hadeed and Deputy Clerk Stephanie Tolson

ITEM 1 – CALL TO ORDER

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

ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

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

ITEM 3 – WELCOME BY FLAGLER COUNTY BOARD CHAIR

Chair Hansen welcomed everyone.

ITEM 4 – PRESENTATION OF ANNUAL REPORT FY2022

County Administrator Petito gave the presentation highlighting the following:
(Full Annual Report located at www.flaglercounty.gov)

- Introduction to the Flagler County Board of County Commissioners
- Our Municipal Partners
- “Putting Flagler F.I.R.S.T.” which is ‘A Structure to Support Our Core Values’
- Core Practices and Delivering Superior Service
- Engaging and Empowered Employees
- Strategic Plan for Fiscal Year 2022-2027
- Legislative Priorities 2022/2023 (funding received and requested)
- Subscription Services vs County Service
- Fiscal Year 2022/2023 Adopted Budget at a Glance
- Budget in Brief (Fiscal Year 2022-23)

Chair Hansen asked what the difference between total full-time equivalents (FTE) and those funded in the General Fund.

County Administrator Petito answered the General Fund or the Ad-Valorem and the Enterprise Fund such as the airport, building department, etc.

(Item 4 – continued)

Chair Hansen asked within the FY 22-23 Adopted Budget diagram, where Grants are.

County Administrator Petito answered its captured within the other areas indicated.

Chair Hansen asked that Grants be listed separately in the future.

County Administrator Petito continued the presentation:

- Highlighting the various County Departments
- Citizens Committees
- Various Awards and Recognitions the County received

Legislative Day Update

Holly Albanese, Chief of Special Projects, gave a brief overview of Legislative Day in Tallahassee. Speakers include Florida Senate President Kathleen Passidomo, Florida House of Representative Speaker Pro Tempore Chuck Clemons, Secretary of FDOT Jared Purdue, etc. Priorities include support of the legislature appropriation funding for the Public Library Construction Grant Program, support Community Resiliency Grant programs for wastewater, flood and sea level rise mitigation and septic to sewer conversion projects.

Chair Hansen asked if the Senate Bills attacking Home Rule Authority need to be specifically mentioned.

Ms. Albanese stated she will be providing an agenda of topics and those are included.

She reviewed the funding priorities which include:

- Improve public health and safety by relocating and combining fire administration and a fire state to increase efficiencies and minimize response times – Requested Funding - \$10 million
- Expand behavioral health services in Flagler County by constructing an integrated stabilization unit and a men’s residential treatment facility through a public private partnership – Requested Funding - \$10 million
- Support community resiliency through acquisition of conservation lands to protect drinking water quality and our way of life – Requested Funding - \$3 million

Chair Hansen asked if the City of Palm Coast received money for the Matanzas Woods Parkway Bridge.

Ms. Albanese answered there will be money available through other programs rather than put it through as a legislative funding request.

March 6, 2023
Workshop

ITEM 5 – RULES OF PROCEDURE DISCUSSION

Chair Hansen asked about the verbiage on public comments at the board meetings

County Attorney Hadeed explained that when someone is speaking for a group, they would get more than the standard three minutes.

BOCC continued discussion about public comments.

Commissioner Pennington asked if there is going to be any replacement for the Airport Advisory Board.

Chair Hansen stated the Airport Advisory Board could possibly be reconstituted.

BOCC continued discussion about some type of advisory board/committee

Commissioner Dance recommended an airport update quarterly at the night meetings.

Chair Hansen agreed and asked County Administrator Petito if that could be done.

County Administrator Petito made a note to have that included.

Commissioner Dance discussed a code of conduct. Also stated in past practice not just any commissioner can put an item on the agenda, it needs to be brought up in Board Comments and a consensus asked.

Chair Hansen agreed.

Commissioner Dance stated he is not a fan of commissioners calling in for a vote, verbiage should be added regarding new Zoom procedures. Also requests that the newly elected commissioners be brought up to speed before being thrown into a meeting where they vote on agenda items. Requests to know which boards/councils are statutorily required.

Asked if the code of conduct can be brought back at the April 3 workshop with all BOCC comments submitted to County Administrator Petito and County Attorney Hadeed prior to the meeting.

March 6, 2023
Workshop

ITEM 6 – PUBLIC COMMENT

Gina Weiss, advocate for Quail Hollow Community, asked if an airport advisory committee could be reestablished permanently. Her mission for the committee would be to act as a direct channel of communication in order to increase County responsiveness to community complaints.

ITEM 7 - ADJOURNMENT

The meeting was adjourned by consensus at 02:24 p.m.

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Bexley
Clerk of the Circuit Court & Comptroller

Gregory L. Hansen
Chair

UNOFFICIAL

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

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

DATE OF MEETING: April 3, 2023

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
03/27/2023
2. Proclamation Extending State of Local Emergency – Hurricanes Matthew, Ian, and Nicole,
04/03/2023

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

March 27, 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 27th day of March 2023.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Gregory L. Hansen, Chair

CONCURRENCE:

Heidi Petito
County Administrator

APPROVED AS TO FORM:

Sean S. Moylan
Deputy County Attorney

Jonathan Lord
Emergency Management Director

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

April 3, 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 3rd day of April 2023.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**


Gregory J. Hansen, Chair

CONCURRENCE:



Heidi Petito
County Administrator

 Digitally signed by Jonathan Lord
Date: 2023.03.13 09:19:27 -04'00'

Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2023.03.13 09:04:35 -04'00'

Sean S. Moylan
Deputy County Attorney

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

SUBJECT: Consideration of Approval of a Service Contract No. 22-048 between Flagler County and Waste Pro of Florida Inc., to provide Residential Solid Waste Management Services in the Annual Not-to-Exceed Amount of \$3,000,000.

DATE OF MEETING: April 3, 2023

OVERVIEW/SUMMARY: The primary scope of work includes the collection and disposal of household trash, recycled materials, yard waste, bulk household items, and whitegoods.

A Request for Proposals (RFP) No. 22-048P was publicly broadcast on www.vendorlink.com and on the Purchasing webpage of the County website on August 31, 2022 and advertised in the Daytona News Journal requesting proposals from suppliers to provide Residential Solid Waste Management Services

The County received two submissions in response to the RFP which were opened in a publicly noticed meeting on October 5, 2022. Staff reviewed the proposals for conformity to requirements of the RFP. Both responses were deemed to be responsive and responsible. The Evaluation Committee evaluated, scored and ranked submissions in accordance with the evaluation criteria stated in the RFP. The attached scoring/ranking summary denotes the result of the Committee's evaluation.

Waste Pro's pricing of approximately \$32.05 per household per month (current rate of \$29.77 per household per month) includes a service enhancement and value add for customers for yard waste collection service from the required two (2) cubic yards per pick up to four (4) cubic yards per pick up which has been incorporated into the contract. Additionally, Waste Pro meets the County's requirements to qualify as a Local Vendor.

The Evaluation Committee unanimously recommends award of Contract No. 22-048 to Waste Pro of Florida Inc., the highest ranked firm.

Service (Unincorporated Flagler County)	Waste Pro	FCC	Palm Coast FCC Contract
Collection and Disposal of Residential Solid Waste (household garbage)	\$ 1,962,572.64	\$ 1,647,021.12	\$1,651,518.00
Collection and Disposal of Residential Bulk Items (e.g., furniture)	included	\$ 276,152.64	\$149,320.32
Collection and Disposal of Residential Recyclables (e.g., plastics, glass bottles)	\$ 531,616.32	\$ 810,467.52	\$836,553.60
Collection and Disposal of Residential Yard Waste (e.g., small limbs and grass clippings) *	\$ 388,592.64	\$ 452,458.56	\$451,559.04
Collection and Disposal of "Call Ahead" Pickup of White Goods (e.g., stoves, refrigerators)	included	\$ 26,985.60	\$34,742.69
Dumpsters for Collection and Disposal of Residential Solid Waste (35 locations)		\$ 15,291.84	
TOTALS	\$ 2,882,781.60	\$ 3,228,377.28	\$ 3,115,937.80

* Waste Pro and FCC submitted bids to Flagler County for 4 Cubic Yards of Residential Yard Waste Disposal, the City of Palm Coast's FCC contract only provides 2 Cubic Yards of Residential Yard Waste Disposal

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

STRATEGIC PLAN:

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

FUNDING INFORMATION: Funding for this contract is provided in Fund 1405 Residential Solid Waste Fund. The revenues of this fund are derived from the Special Assessment Fee assessed on unincorporated area.

DEPARTMENT CONTACT: Mike Dickson, Director, General Services
John Brower, Director, Financial Services

RECOMMENDATION: Request the Board approve and authorize the Chair to execute a service Contract No. 22-048 to Waste Pro of Florida, Inc., in the annual not-to exceed amount of \$3,000,000 for residential solid waste management services as approved to form by the County Attorney, authorize the County Administrator to execute change orders and other related project documents as approved to form by the County Attorney.

ATTACHMENTS:

1. Contract 22-048
2. Scoring/Ranking Summary



Contract No. 22-048

Residential Solid Waste

Management Services

Between

Flagler County Board of County

Commissioners

and

Waste Pro of Florida, Inc.

CONTRACT NO. 22-048
RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES

THIS AGREEMENT ("Contract") is made and entered into as of this 17 day of March 2023, by and between FLAGLER COUNTY, a political subdivision of the State of Florida, ("County"), located at 1769 East Moody Blvd., Bunnell, FL, 32110, and WASTE PRO OF FLORIDA INC., a Florida Corporation, ("Contractor") located at 2101 West State Road 434, 3rd Floor, Longwood, FL 32779, and duly authorized to conduct business in the State of Florida. County and Contractor are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, Contractor engages in the business of waste management services; and

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

WHEREAS, this Contract is a result of Contractor's submission of a response to the County's Request for Proposals for Residential Solid Waste Management Services and the County thereafter conducting a competitive selection process.

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

ARTICLE 1. SCOPE OF SERVICES

Contractor shall provide services as described in Exhibit A, ("Scope of Services" or "Services"), which is incorporated herein.

ARTICLE 2. EXHIBITS INCORPORATED

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

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements
- Exhibit E** Flagler County Facility Locations

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

ARTICLE 3. AGREEMENT TERM

- A. This Contract shall commence on June 1, 2023 (“Effective Date”). This Contract shall remain in force for five years through May 31, 2028, (“Initial Term”) unless terminated by County pursuant to Article 8.
- B. The parties may extend the Initial Term of five years for two additional five-year terms, for a total contract term of fifteen years, by mutual written consent at least thirty days prior to the expiration of the then-existing term.

ARTICLE 4. COMPENSATION

- A. Contractor shall be compensated for all Services rendered and expenditures incurred in providing the Services less the franchise fee amount as specified in **Exhibit A**.
- B. The rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Contractor shall submit monthly invoices to the County for Services rendered based on the fee schedule in **Exhibit B**. The invoices shall specify the total amount of compensation less the seven percent franchise fee and the total amount due. County shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify Contractor that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable. The County will pay the invoices in accordance with Florida’s Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
- B. County shall have the right to retain from any payment due Contractor under this Contract, an amount sufficient to satisfy any amount of liquidated damages due and owing to County by Contractor on any other contract between Contractor and County.
- C. All costs of providing the Services shall be the responsibility of Contractor, as more particularly described in **Exhibit B**.
- D. Any dispute between County and Contractor with regard to the percentage of the Services that have been completed or Contractor’s invoice shall be resolved pursuant to the dispute resolution procedures established by Flagler County Procurement Policy and Article 10 of this Contract.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. Contractor shall appoint an agent with respect to the Services to be performed by Contractor pursuant to this Contract. Contractor's agent shall have the authority to make representations on behalf of Contractor, receive information, and interpret and define the needs of Contractor and make decisions pertinent to services covered by this Contract. Contractor's agent shall have the right to designate other employees of Contractor to serve in his or her absence. Contractor reserves the right to designate a different agent, provided that County is given advance written notice thereof.
- B. Contractor shall perform the Services in accordance with the terms and conditions of this Contract.
- C. Contractor shall ensure that all employees assigned to render Services under this Contract are duly qualified, registered, licensed, or certified to provide the Services required.
- D. Contractor shall be responsible for collecting all existing data required for the successful completion of each task.
- E. Contractor shall not engage in any obligations, undertakings, contracts, or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services provided pursuant to this Contract. Contractor attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. Contractor shall be entitled to rely upon information provided from County. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of Contractor's work under this Contract. Contractor shall be fully responsible for verifying, to the extent practicable, documents and information provided by County and identifying any obvious deficiencies concerning the documents and information provided. Contractor shall notify County of any errors or deficiencies noted in such information provided and assist, to the extent practicable, County in the identification and resolution of same.
- G. Contractor shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required Services hereunder. Contractor shall not sublet, assign or transfer any Services under this Contract without prior written consent of County, which the County may grant in its sole discretion.
- H. County may require in writing that Contractor remove from the Services any of Contractor's personnel that County determines to be incompetent, careless, or otherwise objectionable. No claims for an increase in compensation or extension of the Contract term based on County's use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. County shall appoint an individual to serve as County Representative/Contract Manager for purposes of this Contract. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of County and make decisions pertinent to Services covered by this Contract. County reserves the right to designate a different County Representative at any time during the term of this Contract.
- B. County shall make available, at no cost to Contractor, information relative to the Services that is useful in the performance of the Scope of Services.
- C. County shall provide prompt notice to Contractor whenever County observes or otherwise becomes aware of any defect in the performance of Services under this Contract.
- D. County shall give careful and reasonable consideration to the findings and recommendations of Contractor and shall respond and issue notices in a timely manner.
- E. County personnel shall be available on a time-permitting basis, where required and necessary, to assist Contractor. The availability and necessity of said personnel to assist Contractor shall be at the discretion of County.
- F. County shall perform the responsibilities enumerated in this Article at no cost to Contractor.

ARTICLE 8. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

- 1. County shall have the right, by written notice to Contractor, to terminate this Contract, in whole or in part, for failure to substantially comply with the terms and conditions of this Contract, to include:
 - a. Failure to provide products or Services that comply with the specifications herein or that fail to meet County's performance standards; or
 - b. Failure to deliver the supplies or perform the Services within the time specified in this Contract.
- 2. Prior to termination for default, County shall provide adequate written notice to Contractor, affording Contractor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
- 3. Such termination may also result in suspension or debarment of Contractor in accordance

with Flagler County's Purchasing Manual, Section 28. Contractor shall be liable for any damage to County resulting from Contractor's default of the Contract. This liability includes any increased costs incurred by County in procuring replacement Services.

4. In the event of termination by County for any cause, Contractor shall not have any right or claim against County for lost profits or compensation for lost opportunities. After a receipt of County's Notice of Termination and except as otherwise directed by County, Contractor shall:
 - a. Stop performance of the Services on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
 - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by County; and
 - d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The County has no obligation to continue this Contract past the current fiscal year unless funding is lawfully appropriated by the Board of County Commissioners to enable continuance. If this Contract is terminated by the County for non-appropriation of funds, Contractor shall be entitled to payment for all Services performed to the satisfaction of the County and all expenses incurred under this Contract prior to termination. Contractor shall not be entitled to any other compensation, including anticipated profits on unperformed Services. The County shall provide Contractor a written notice of its intent to terminate at least thirty (30) days prior to the date of termination.

ARTICLE 9. TRANSITION SERVICES UPON TERMINATION

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

- A. Working with County to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;
- B. Executing the Transition Services plan activities;

- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to County.

ARTICLE 10. DISPUTE RESOLUTION

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

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

ARTICLE 11. COMPLIANCE WITH LAWS

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

ARTICLE 12. NON-DISCRIMINATION

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

ARTICLE 13. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Contract.
- B. Contractor shall provide County all information, reports, records, and documents required by this Contract or by County ordinances, rules or procedures, or as needed by County to monitor and evaluate Contractor's performance. Such materials shall also be made available to County upon request for any purposes. Inspection or copying will occur during normal business hours, and as often as County may deem necessary. County shall have the right to obtain and inspect any audit pertaining to the performance of this Contract or Contractor

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

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

ARTICLE 14. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent Contractor is performing Services on behalf of County, Contractor shall:

- A. Keep and maintain public records that would ordinarily be required by County to perform the Services.
- B. Upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if Contractor does not transfer the records to County.
- D. Upon completion of this Contract, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers all public records to County upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4005, PUBLICRECORDS@FLAGLERCOUNTY.GOV, AND 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

ARTICLE 15. INDEMNIFICATION

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

ARTICLE 16. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 17. INSURANCE

- A. Contractor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Contract, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the County's Procurement Official before the Effective Date of this Contract. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to

the title of this Contract, and shall name Flagler County as an additional insured, except with regard to Workman's Compensation. No changes shall be made to the insurance coverage without prior written approval by County's Risk Manager.

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

ARTICLE 18. SOLICITATION OF AGREEMENT

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

ARTICLE 19. ASSIGNMENT AND SUBCONTRACTING

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

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

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

ARTICLE 20. KEY PERSONNEL

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

Brian Wintjen RVP and Heather Badger, Division Manager

Contractor shall not remove such key personnel from providing the Services contemplated by this Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this

Contract. The County will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. Contractor shall not make any personnel changes of the key personnel until written notice is made to and approved by the County.

ARTICLE 21. SUB-CONTRACTORS

Contractor shall request and receive prior written approval of County before the use of any sub-contractors.

ARTICLE 22. NOTICES

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

To County:

Flagler County Government

Purchasing Division

1769 East Moody Blvd., 3rd floor, Bunnell, FL 32110

386-313-4008

purchasing@flaglercounty.gov

To Contractor:

Waste Pro of Florida, Inc.

401 S. Bay Street, Bunnell, FL 32110

352-553-8693

bwintjen@wasteprousa.com

ATTN: Brian Wintjen, RVP

ARTICLE 23. RELATIONSHIP OF PARTIES

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

ARTICLE 24. PUBLIC ENTITY CRIMES

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

ARTICLE 25. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them singularly is delayed or prevented by Force Majeure. For the purpose of this Contract, a Force Majeure shall be defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief granted to either party under this Section shall be the tolling of time for the duration of the Force Majeure. A Force Majeure may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such Force Majeure.

ARTICLE 26. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 27. ATTORNEY FEES

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

ARTICLE 28. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 29. INTEGRATION, AMENDMENTS, AND FURTHER ASSURANCES

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

ARTICLE 30. SEVERABILITY

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

ARTICLE 31. HEADINGS, CONSTRUCTION

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

ARTICLE 32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

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

ARTICLE 33. TIME IS OF THE ESSENCE

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

ARTICLE 34. AUTHORITY TO EXECUTE

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

ARTICLE 35. ADVERTISING

Contractor agrees not to use any representation of the County (e.g., logo, name) as a part of any commercial advertising, without the express written approval and prior authorization by the County.

[Remainder of page intentionally left blank; Signature pages to follow.]

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

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS:**

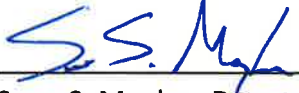
ATTEST:

Gregory L. Hansen, Chair

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Date

APPROVED-AS-TO-FORM:



Sean S. Moylan, Deputy County
Attorney

As authorized for execution by the Flagler County Board of County Commissioners at its regular meeting on the ____ day of _____ 2023.

[SIGNATURE PAGE TO FOLLOW.]

WASTE PRO OF FLORIDA, INC.

Brian Wintjen
Signature

Brian Wintjen
Printed Name

RVP
Title

3/17/23
Date

ATTEST:

Heather Felmet
Signature

Heather Felmet
Printed Name

Division Manager
Title

EXHIBIT A SCOPE OF SERVICES

A.01 SCOPE

Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide solid waste management Services that will meet the requirements herein.

A.02 SERVICE AREA

The service area includes all unincorporated areas of the County. The service area may be adjusted if lands are added to or removed from the service area during the term of the Contract. Contractor shall provide the Services to all residential households within the service area.

At least once per month, the County shall provide the Contractor with a list of all new residential certificates of occupancy issued so that the new households may be included within the Contractor's service.

A.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

- A. Two, 18-gallon Contractor-owned recycling containers for collection of recyclables for each property. Contractor shall provide recycling bins to new solid waste customers added after the effective date of this Contract at no charge. Upon request by existing customers, Contractor will provide replacement recycling bins at no charge.
- B. Installation of either six (6) or eight (8) cubic yard dumpsters, in Contractor's discretion, at each County facilities (see Exhibit E). Eight cubic yard dumpsters must have side slider access for disposal.
- C. Submit invoices for services to County one time per month.
- D. Maintain all licenses and permits required by Florida Statute and County ordinance to provide residential waste management services.
- E. Perform the Services in accordance with law.
- F. A local, Flagler County customer service telephone number and local office which is staffed, at a minimum, Monday through Friday, excluding County holidays, from 9:00 A.M. to 4:00 P.M., to document and respond within 1 business day to all inquiries, issues, and legitimate complaints from the County and customers.
- G. Ensure customer service office staff are familiar with the requirements of this Contract and its obligations.
- H. A local dispatch office and equipment yard, preferably in Flagler County.
- I. A two-way communication for immediate contact between office staff, Contractor's supervisory personnel, collection personnel, and the County Contract Manager.

- J. Utilize a County approved formal process for receiving and handling emergency calls both during and after business hours in a timely manner.
- K. Perform Services in a manner that minimizes noise and disruption of traffic flow.
- L. Notify the County Contract Manager regarding a customer that routinely fails to comply with the customer requirements in this Contract. The County Contract Manager, in his/her sole discretion, will take action as deemed appropriate.
- M. Develop the design and content for non-collection notices and provide to the County Contract Manager for review and approval. At a minimum, notices must contain the date issued, justification for not collecting, recommendations to the customer on how to correct the non-compliance, and Contractor's contact phone and email address for any questions related to the notice.
- N. Provide the Services in compliance with the County approved routes and schedules which are incorporated herein by this reference.
- O. With approval by the County Contract Manager, and prior notification to customers, waive the provision of services on Thanksgiving Day, Christmas Day, and New Year's Day.
- P. Provide a collection plan within 15 days of execution of this Contract for approval by the County that includes the following:
 - 1. Collection routes with maps for each scheduled collection day
 - 2. Vehicles and equipment to be used for each type of collection
 - 3. Facilities for disposal of collected materials
 - 4. Billing processes and procedures
- Q. Update the collection plan at any time permanent changes are made.
- R. Ensure its employees operate collection vehicles and equipment in compliance with all applicable traffic and safety laws including, but not limited to, Florida Statutes, Chapter 316, Uniform Traffic Control Law.
- S. Maintain all necessary licenses and registrations on its vehicles and equipment, as required under Applicable Laws.

A.04 SERVICE REQUIREMENTS

Contractor's services shall be provided between the hours of 6:00 AM and 6:00 PM and include but not be limited to the items below. The County Contract Manager shall grant relief to Contractor from collection and disposal services to any household if the County Contract Manager confirms that household is disposing of solid waste generated by a commercial business or enterprise.

- A. Collection of household garbage at curbside two times per week set out in up to four garbage cans or bags provided by the customer not to exceed 35 gallons and a 50 pound limit or in carts with a capacity of less than 96 gallons.
- B. Collection of bulk items (e.g., furniture) one time per week at curbside, maximum of three cubic yards (approximately the size of two washing machines or the size of two couches). Contractor is not obligated to collect a bulk item that is too large or too heavy to safely load

and transport in a clamshell truck. Contractor shall tag bulk items not collected, providing an explanation to the customer.

- C. Collection of recyclables (e.g., plastic and glass bottles, aluminum and steel cans, cardboard, and newspaper) at curbside one time per week. Collection of recycled materials is subject to change based upon what the disposal facility will accept. Contractor shall notify County Contract Manager and customers at least 10 days in advance of any changes to the collection of recycled materials.
- D. Collection of yard waste (e.g., small limbs, grass clippings, leaves) at curbside one time per week, maximum of four (4) cubic yards (approximately 3'x3'x12' in size) per household per pickup. Yard Waste shall be either tied in a bundle, neatly stacked, or placed in a can or bag, and placed at the curbside. If bagged, a limit of eight 96 gallon or fourteen 55-gallon yard waste bags per household per service. The limit of material size for Yard Waste is that no piece should exceed five feet in length or six inches in diameter, no can or bag shall exceed fifty (50) pounds in weight. Contractor shall tag yard waste not collected, providing an explanation to the customer.
- E. Collection of "call ahead" pickup for white goods (e.g., large appliances) one time per week at curbside within three days of customer request. Customers and Contractor are not required to remove freon, coolants or other similar materials from white goods prior to pick up. However, Contractor shall take steps to minimize the release of such materials during collection and disposal,
- F. Disposal or processing of solid waste materials at a duly licensed facility. Contractor shall be responsible for the disposal fees or processing fees charged by the disposal facility or processing facility for County solid waste.
- G. Empty and dispose of waste from dumpsters located at County facilities a minimum of one time per week. NOTE: additional service for emptying dumpsters may be requested by the County. If the County Contract Manager notifies the Contractor that a dumpster is full, Contractor shall empty the container within twenty-four hours.
- H. Production and distribution of training and educational materials for new customers regarding Services.
- I. A website for access by customers that is regularly updated with public information such as recycling guidance, collection schedules, changes in collection schedules and the promotion of any new services.
- J. On-going community outreach regarding waste management services at a minimum of four (4) community events designated by the County Contract Manager each fiscal year. The County Contract Manager shall designate the number, size, and type of containers required for each event, and the locations where the containers will be placed. For collection service in excess of four (4) events in any fiscal year, the Contractor shall provide the requested service, and may charge the County for its services. Charges for such services shall be negotiated and agreed upon prior to the event.

- K. Prompt and courteous attention to, and reasonable resolution of, all customer service requests and issues as further defined in this Scope.
- L. Providing a monthly report to the County of all customer service requests and issues and the resolution thereof.
- M. Providing an annual report to the County of the number of tons collected for each of the following categories:
 - 1. Garbage + Bulk
 - 2. White Goods
 - 3. Yard Waste
 - 4. Recyclables
- N. The list of recyclables accepted in the curbside program includes the following, provided however, that this list is subject to change based on the ability of the Materials Recovery Facility to process the material.
 - a. Paper Items: All office paper, white paper, colored paper, newspaper, magazines, catalogs, phonebooks, junk mail, paperboard, tissue boxes, manila folders, paper towel rolls, toilet paper rolls, unwaxed food packaging, shredded paper, soft cover books, hard cover books (with the cover removed), paper coffee cups, un-foil wrapping paper, brown paper bags.
 - b. Cardboard: Corrugated cardboard, clean pizza boxes (no grease contaminants, food and wax paper removed), boxboard (i.e.: shoeboxes, gift boxes, cereal, and pantry boxes).
 - c. Metal: Metal and tin beverage containers, metal and tin food containers, clean aluminum foil, aluminum take out containers, aluminum pie plates and trays, kitchen cookware (i.e., metal pots, tins, utensils, etc.), empty aerosol hairspray cans.
 - d. Glass: All glass food containers, jars, beer, and wine bottles.
 - e. Plastic: All plastics 1-7 (with the EXCEPTION of polystyrene or Styrofoam which is sometimes labeled #6), food and beverage containers, screw top jars/containers (ketchup, mustard, mayonnaise, etc.), deli-style containers, take out containers, plastic cups (remove the straw) milk and juice jugs, soap bottles, shampoo, laundry detergent, all other plastic jug or bottles, plant containers (if it is labeled on the bottom with a 1-7), cd/cassette/DVD cases.

A.05 SPECIAL COLLECTION SERVICES

Upon approval by the County, Contractor shall provide special side door collection service on the scheduled collection days to a Customer with a disability if: (a) the Customer is entitled to receive Residential Collection Service if there is no other resident at the address available to bring the garbage to the curb; (b) the Customer has requested, and the County Contract Manager has approved. The Customer's garbage shall be collected at the Customer's side yard, at a location that is mutually acceptable to the Contractor and the Customer and visible from the street. However, the Contractor is not required to provide side door service for the collection of Bulky Items or White Goods or Yard Waste.

A.06 COLLECTION OF MIXED LOADS

- A. During the Collection process, the Contractor shall not combine solid waste collected in the service area with solid waste or other materials collected outside of the service area.
- B. Program Recyclables shall be handled separately by the Contractor and shall not be combined with any other type of material, without the County Contract Manager's prior approval. The Contractor is not required to separate these materials if a customer placed them in a collection container with other types of solid waste.
- C. Notwithstanding the foregoing, the County Contract Manager may waive any of the restrictions in this Section and allow the Contractor to combine different types of solid waste, if the County Contract Manager determines that the waiver will be in the public interest. In such cases, the Contractor shall file a petition with the County Contract Manager, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The County Contract Manager, in their sole discretion may grant or deny the petition. Any granted waiver shall be provided to Contractor in writing.

A.07 EXEMPTED WASTE

The following types of waste are not subject to the Contractor's obligations under this Contract unless otherwise provided for herein. This Section does not prohibit the Contractor from collecting the following exempt waste, provided that the Contractor complies with all applicable law when collecting such material:

- A. Land Clearing Debris.
- B. Yard Waste generated by a commercial lawn care company or plant nursery.
- C. Roofing materials generated by a roofing company.
- D. Solid waste generated on the premises of a commercial or business entity.
- E. Excavated fill and earthen material.
- F. Solid waste and by-products generated from an industrial process.
- G. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- H. Animal bedding, animal wastes, and other trash and materials resulting from farming, equestrian, or agricultural operations.
- I. Wrecked, scrapped, ruined, or dismantled motor vehicles or motor vehicle parts, including used oil, tires, and lead-acid batteries.
- J. Boats, boat motors, and boat trailers.
- K. Disaster debris, except as otherwise provided herein.
- L. Hazardous Material, Biomedical Waste, and Radioactive Waste.
- M. Sludge.

A.08 COLLECTION OF CONTAMINATED OR HAZARDOUS MATERIALS

A. Recycled Materials

Pursuant to Section 403.706 Florida Statute, should Contractor see contaminated recyclable material in a recycling bin, the Contractor shall:

1. Place a non-collection notice on the recycling bin;
2. Place a Contractor provided hanger or other educational materials on the recycling bin; and
3. Leave the contaminated recyclable material in the recycling bin at curbside.

These actions constitute the education and enforcement measures that the Contractor is responsible for implementing when providing collection Services. The Contractor shall notify the County Contract Manager of such non-collection notice within twenty-four (24) hours of issuing the notice. Further, the County, at its discretion, may implement educational and enforcement programs promoting proper recycling techniques to residents.

B. Hazardous Materials

The Contractor shall not collect solid waste from a customer if the Contractor believes the waste contains hazardous material, radioactive waste, or biomedical waste. In such cases, the Contractor shall place a non-collection notice on the collection container, take photographs of the improper waste (if possible), and immediately notify Contractor's field supervisor.

If the generator of such waste is unknown, the Contractor shall work with the County Contract Manager to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner. If the Contractor elects to collect the waste prior to approval by the County Contract Manager, the Contractor shall be solely responsible for the management and disposal of the waste, including the payment of all associated costs. The County Contract Manager shall be notified by Contractor of each non-collection notice given to customers within twenty-four (24) hours of issuance.

A.09 COLLECTION PROCEDURES

When providing collection services Contractor shall:

- A. Handle customer containers in a manner to prevent damage.
- B. Thoroughly empty the Customer's containers and return them in an upright position, with lids closed if applicable.
- C. Return containers to the location where they were placed by the customer. The Contractor shall not place a collection container in a location where the container blocks vehicular access to a road, alley, or driveway.
- D. Take appropriate steps to minimize the release of Freon, coolants, and other similar materials from white goods. The customer and the Contractor are not required to remove Freon, coolants, or other similar materials from white goods.

- E. Not cause or allow any solid waste, liquid, or other material from collection containers to be spilled, dispersed, or released on County property, streets, roads, right of ways, or customer property. Each Collection vehicle shall fully enclose the Contractor's Load. Contractor shall immediately pick up any solid waste, liquid, or other material that is spilled, dispersed, or released by Contractor.
- F. Subject to Florida Statutes §403.413, use a covered or enclosed vehicle or other device when hauling or transporting any material over public roads. If solid waste falls, blows, or otherwise escapes from the vehicle, Contractor shall immediately stop and collect such material.
- G. Immediately clean up any oil, hydraulic fluid, or other vehicle liquid that leaks or spills from its vehicles on County property, streets, roads, right of ways, or customer property and repair any damage as directed by the County.

A.10 MISSED COLLECTIONS

Upon notification by the County Contract Manager or a customer of a missed collection, Contractor shall return, within twenty-four hours of the notification, to the customer's residence and collect the solid waste that are set out for collection.

A.11 CUSTOMER COMPLIMENTS, REQUESTS, COMPLAINTS AND DISPUTES

Contractor shall maintain an electronic automated tracking system(s) for the entry, notification, and resolution of customer compliments, requests or complaints that:

- A. Provides administrative access to the County Contract Manager to the automated system to:
 - 1. Monitor complaints
 - 2. View compliments
 - 3. Identify locations of the customer complaints in real-time
 - 4. Compare current and historical complaints
 - 5. Create reports identifying open, pending and closed work orders
- B. Allows customers access from the County website to input complaints, requests, and compliments.
- C. Is customized to County reporting requirements.
- D. Notifies the Contractor and County Contract Manager once the requests or complaints are entered.
- E. Notifies the Contractor and County Contract Manager once the request or complaint has been addressed or resolved.
- F. Is real-time and all data is made available to all users as soon as it is entered into the system.

Contractor shall:

- A. Promptly initiate its response to a legitimate complaint or request entered in the automated system, taking the necessary steps to remedy the cause by the end of the operating day for entries received before 12:00 p.m. on an operating day or for complaints or requests received outside of operational hours, remedy before 12:00 p.m. on the next operational day. The

County Contract Manager may grant additional time to remedy when the Contractor is unable to remedy within the time provided herein.

- B. The Contractor shall promptly notify the County Contract Manager when a dispute with a customer cannot be resolved and for disputes the Contractor has not been able to resolve within two operating days of receipt. The County Contract Manager shall evaluate the facts concerning such disputes, make an impartial determination for resolution and notify the Contractor and the customer in writing with a decision. The Contractor and Customer shall have three operating days to comply with the County Contract Manager's decision or may submit a written request for a hearing before the County Administrator. If a request is filed, the County Administrator shall act upon such request within thirty (30) days and provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The County Administrator shall notify the customer, the Contractor, and the County Contract Manager in writing of his/her decision which is final and is not subject to further appeal to the County.

A.12 PROTECTION OF PRIVATE PROPERTY

- A. The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a customer's property when necessary to provide collection service (e.g., side door service) pursuant to this Contract. At all other times, the Contractor's employees shall follow the sidewalks for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission.
- B. Contractor's employees shall not loiter on or meddle with any private property.
- C. Contractor shall promptly investigate and respond to any claim concerning property damage.
- D. The Contractor shall be solely responsible for all costs and liabilities associated with the repair/restoration/replacement of any property that has been damaged by Contractor's equipment, employees, subcontractors, or agents. Contractor's employee shall immediately notify their supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and telephone number.
- E. Contractor shall immediately notify the County Contract Manager when property is damaged by Contractor, its equipment, employees, subcontractors or agents.
- F. For all damaged property for which the Contractor is responsible, Contractor shall, before the end of the next business day, complete the repair/restoration/replacement of property to its original condition before the damage. If damage cannot be restored within one business day, completion time shall be established by the County Contract Manager. Failure by Contractor to complete the repair within the time period prescribed, may result in completion of the repairs by the County and the cost thereof, plus ten percent (10%) for administrative expenses, deducted from the next payment due to the Contractor.
- G. Contractor shall immediately notify the County Contract Manager to mediate and determine liability for any dispute between Contractor and the property owner regarding damage.

A.13 RESTRICTED ACCESS

- A. Except as otherwise provided herein, the Contractor shall have the right to use all of the public roadways in the County with the understanding that collection vehicles on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited, may require smaller vehicles.
- B. Contractor's vehicles shall not:
 - 1. Enter or drive upon any private driveway or improved property, unless the Contractor has received the owner's prior permission to do so.
 - 2. Interfere with vehicular or pedestrian traffic. Contractor's vehicles shall not be left unattended on streets or alleys.
- C. The County reserves the right to deny the Contractor's vehicles access to certain roadways during repairs, or as the County otherwise determines it to be in the public's best interest to restrict access and will provide the Contractor with reasonable notice of such restrictions. If access is denied, Contractor shall return no later than the next operating day to provide the scheduled collection service. If access is restricted on the second attempt, Contractor shall return on the next scheduled collection day for that service. If access is denied for any extended period of time, the Contractor shall work with the customer to determine a mutually acceptable location for collection. If mutual agreement cannot be reached, the Contractor shall provide collection service from the nearest public roadway that is accessible by the Contractor's collection vehicle or from a location specified by the County Contract Manager.
- D. If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; low-hanging electrical wires) that prevents the Contractor from gaining the access needed to provide the collection Services required in this Contract, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the County Contract Manager and the County Contract Manager shall resolve the problem. The County Contract Manager may require the Contractor and the Customer to take such actions as the County Contract Manager deems necessary and appropriate to enable the Contractor to provide collection Services to the Customer.

A14. CUSTOMER LIST

The residential customer list shall be based on the County's records. The County shall notify the Contractor promptly after a Certificate of Occupancy is issued by the County for a new address that is added to the customer list. After receiving this notification, the Contractor shall provide Collection Services and begin invoicing the County for the address.

A.15 CONTRACTOR SAFETY PROGRAM

The Contractor shall develop, implement, and maintain a written safety plan for all of its operations under this contract. The safety plan shall comply with the requirements in OSHA and applicable laws. A written copy and an electronic copy of the safety plan shall be provided to the

County Contract Manager for informational purposes. The County's receipt of the safety plan shall not constitute the County's approval of the plan or the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.

A.16 COLLECTION VEHICLES

- A. All collection vehicles used by the Contractor shall be a model year less than nine (9) years old, unless it is used only as a reserve vehicle or as otherwise approved by the County Contract Manager.
- B. All vehicles used to provide Services shall be equipped at all times with safety equipment required by law; (a) a fire extinguisher; (b) a shovel and broom; (c) a spill response kit; (d) an audible back-up warning device; and (e) back-up cameras.
- C. Vehicle spill response kits shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.
- D. All vehicles used to provide services shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, their supervisor, and Contractor's district manager.
- E. All vehicles shall be equipped with global positioning systems ("GPS") and 360-degree cameras that identify and record the locations of the vehicles and the activities of Contractor's employees. Contractor shall provide the County with full access to view GPS and camera data.
- F. Contractor shall have sufficient vehicles and equipment available to complete daily collection routes according to the established schedules. Reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle.
- G. Contractor shall maintain all collection vehicles and equipment painted and cleaned to minimize the potential for odors and nuisance conditions.
- H. Contractor shall monitor, maintain, and repair its collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling.
- I. Contractor's name, contact telephone number and vehicle identification shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each of collection vehicle. Vehicle identification numbers shall also be displayed on the front and rear of collection vehicles.

A.17 CONTRACTOR PERSONNEL

Contractor shall:

- A. Use qualified personnel to provide the services who meet the Florida Crime Information Center Level 1 background screening. This screening shall be at no cost to the County. Additional screening shall include, but is not limited to, employment history checks, statewide criminal background screening through the Florida Department of Law Enforcement, and driver's license verification, as is applicable to the employee's assigned

role.

- B. Use E-Verify to confirm authorization to work in the United States for all employees and subcontractors who will provide services under this Contract.
- C. Contractor shall provide on-going training to its employees, as needed, to ensure compliance with the requirements of this Contract and all applicable laws.
- D. Appoint an employee with a minimum of five years of prior supervisory experience who will serve as the district manager and primary point of contact with the County for all technical and administrative matters. District manager must be accessible by the County via phone or email between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- E. Provide the necessary level of authority to the district manager to make decisions regarding the day-to-day provision of services and direct access to executive management for resolving issues.
- F. Appoint an employee(s) as the field supervisor(s) with a minimum of five years of prior supervisory experience in residential waste management services to oversee collection services. The field supervisor(s) shall have immediate access to transportation between 6:00 A.M. and 6:00 P.M. for on-site response to resolve issues. Field supervisor(s) must be accessible by the County via phone or email between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday, excluding County holidays.
- G. Ensure its personnel (employees and subcontractors) maintain a courteous and respectful behavior in its interactions with the customer at all times – avoiding loud and profane language or disorderly conduct during the performance of their duties. The County Contract Manager shall meet with Contractor’s district manager to discuss concerns regarding Contractor personnel conduct. The County Contract Manager at his/her sole discretion, reserves the right to request removal of any Contractor personnel assigned to work under this Contract for cause. Contractor shall defend, save, and hold the County harmless from and against all legal actions or other proceedings brought by any employee or subcontractor so removed.
- H. Ensure each employee is attired in a manner commensurate with their position that includes a Contractor identifying name tag and/or company logo.
- I. Ensure its drivers/operators possess a valid Florida driver’s license for the type of vehicle or equipment being operated.
- J. Comply with all applicable laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.
- K. Provide collection services with direct hire employees to the greatest extent practicable.
- L. Provide notice to the County Contract Manager in advance when the use of temporary or subcontracted labor is anticipated for pre-approval by the County.

A.18 CUSTOMER RESPONSIBILITIES

Each customer shall:

- A. Purchase and provide their own household garbage and yard waste containers that shall remain the property of the customer.

- B. Be responsible for cleaning, maintaining, and repairing their own household garbage and yard waste containers. Containers shall be maintained in good condition and be free from sharp edges or other hindrances to efficient collection services.
- C. Be responsible for cleaning and maintaining their recycling bins provided by Contractor.
- D. Be responsible for storing and replacing their own household garbage and yard waste containers.
- E. Be responsible for safe storage of Contractor provided recycling bins.

A.19 EXCLUSIVE CONTRACT AND EMERGENCIES

This is an exclusive Contract for collection and disposal of residential waste as defined in this Scope of Work. However, this Contract does not give the Contractor the exclusive right to collect disaster debris. In the event of a natural disaster or other County emergency, the County, at its discretion, may enter into a separate contract with the Contractor for disaster debris removal with fees to be negotiated at that time based upon current market rates and allowable fees. In addition, in the event of an emergency, the Contractor shall use all reasonable efforts to aid the County in the form of equipment, labor, and disposal services.

Further, during such disasters or emergencies, where in order to protect the health and safety of the public, the County may, in its sole discretion, permit or contract with other entities to collect, transport, or dispose of solid waste resulting from the disaster or emergency.

A.20 DISASTER SERVICES

Following a disaster such as a hurricane, tornado, or manmade event, the Contractor shall make it a high priority to resume collection services as soon as possible and the work under this contract shall take precedence over contractor's work for other clients. Under these circumstances, Contractor may submit a written request to the County Contract Manager for a variance from Contractor's regular routes and schedules. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the County Contract Manager on a daily basis with a status update of when Contractor will resume the contracted routes and schedules.

Contractor shall develop and submit to the County Contract Manager within 30 days of execution of this contract a continuity of operations plan (COOP), which shall include Contractor's plan of action in the event that a disaster event renders the Contractor's operations yard or equipment unusable or prevents the Contractor's personnel from reporting for work. The COOP shall be reviewed and, if necessary, updated at least one time every five years and resubmitted to the County Contract Manager.

Upon request by the County, the Contractor shall attend County emergency management and disaster preparedness meetings and shall provide the County with any materials and information that may be useful to customers and the County's efforts.

A.21 COUNTY RESPONSIBILITIES

The County shall be responsible for:

- A. All billing and collections for County solid waste services.
- B. Providing expedient notification to Contractor of receipt of any issues or complaints from customers.
- C. Inspection of Contractor's collection vehicles at any time during the term of the Contract to ensure compliance with the requirements of this Contract. The County shall have the right, at its sole discretion, to require the Contractor to immediately remove from service any collection vehicle or equipment is not in compliance with the requirements.

A.22 ACCESSIBILITY

Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.23 TITLE

The title to, and the property rights associated therewith, for the collection and disposal of residential solid waste under this Contract shall be the sole property of Contractor. For purposes of this Contract, the transfer of title occurs at the time that the items are deposited by customers at the curb for collection by Contractor until it is delivered to and accepted by a County approved disposal facility. Upon acceptance at the County approved disposal facility, title to the waste shall pass to the owner of the facility.

A.24 PRICE ESCALATION AND FEE ADJUSTMENT

A. Fee Adjustments Generally.

Contractor fees for solid waste management services shall remain firm for a period of one year and thereafter shall remain firm unless adjusted in accordance with the provisions of this Paragraph A.24. In addition, any increase in fees, whether an automatic increase based on CPI or pursuant to an approved request of the Contractor as described below or a combination of CPI increases and an approved request of the Contractor, shall not exceed ten

percent in any given year.

B. Automatic Fee Adjustments Based on Inflation.

Beginning June 1, 2024, and continuing each June 1st thereafter, the fees shall automatically increase or decrease based on the most recent twelve month change in the Bureau of Labor Statistics Consumer Price Index for Garbage and trash collection in U.S., city average, all Urban Consumers, not seasonally adjusted, Series ID CUUR0000SEHG02.

C. Fee Adjustments for Good Cause Shown.

In addition, the Contractor may request, in writing to the County Administrator, an adjustment in fees on or before March 1, 2024, and on or before each March 1st thereafter, for the reasons listed below. Provided however, that because this Agreement requires the fees be firm for a period of one year, any such request made in 2024 may not be based on occurrences during the first effective year of this Agreement, i.e., the period from June 1, 2023 to May 31, 2024. The County Administrator shall submit the proposal to the County Commission for approval. Any approved adjustment to the fees shall become effective June 1st after the request was made. The Board of County Commissioners decision shall be final and non-appealable.

The Contractor may request increases in fees in accordance with this paragraph for any of the following reason/s:

1. **A change in law.** For changes that has or will directly and materially affect Contractor's cost of providing its services under this Contract, the Contractor may submit a written proposal request for an adjustment in fees. Contractor's request shall be accompanied by data and analyses necessary for the County to fairly evaluate the proposed fee increase.
2. **Extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen.** Contractor's petition shall contain a detailed justification for the fee adjustment demonstrating that Contractor has incurred an extraordinary increase in its costs due to factors beyond the Contractor's control. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request.
3. **Changes in the disposal or processing location.** The Contractor shall notify the County in writing of any request for fee increase due to a change in location for the disposal or processing of solid waste. Contractor's petition shall contain a detailed justification for the fee adjustment demonstrating that Contractor has incurred an extraordinary increase in its costs due to factors.
4. **Changes in the value of recyclables.** The Contractor shall petition the County in writing

of any request for fee increase due to a reduction in value of recyclables it collects and transports to a processor. Contractor's petition shall contain a detailed justification for the fee adjustment demonstrating that Contractor has incurred a reduction in its revenues from the change.

A.25 FRANCHISE FEES

The Contractor shall pay franchise fees to the County in exchange for the rights and privileges granted to the Contractor pursuant to this Contract, including the exclusive right to provide residential solid waste management services in the County. The franchise fees shall be seven percent (7%) of the Contractor's total gross billing for services provided pursuant to this Contract. The Contractor will identify on its invoices to the County the gross compensation due, the franchise fee to be retained by the County, and the net amount of compensation to be paid by the County.

END OF EXHIBIT A

EXHIBIT B FEES SCHEDULE

Service	Monthly Fee to County	Annual Amount
Collection and Disposal of Residential Solid Waste (household garbage)	\$167,555.78 \$21.82 per residential unit	\$2,010,669.36
Collection and Disposal of Residential Bulk Items (e.g., furniture)	Included in residential rate	\$0.00
Collection and Disposal of Residential Recyclables (e.g., plastics, glass bottles)	\$45,382.89 \$5.91 per residential unit	\$544,594.68
Collection and Disposal of Residential Yard Waste (e.g., small limbs and grass clippings, 4 cubic yards per pickup)	\$33,173.28 \$4.32 per residential unit	\$398,079.36
Collection and Disposal of "Call Ahead" Pickup of White Goods (e.g., stoves, refrigerators)	Included in residential rate	\$0.00
Dumpsters for Collection and Disposal of Residential Solid Waste (currently 35 locations)	\$0.00	\$0.00
TOTALS	\$246,111.95 \$32.05 per residential unit	\$2,953,343.40 \$384.60 per residential unit

NOTE: Rates are based upon the current monthly household count (7,679) of the unincorporated areas of the County and are subject to increase or decreased based upon changes in the monthly household count.

EXHIBIT C AFFIDAVIT OF NO CONFLICT

STATE OF Florida
County OF Flagler

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Brian Wintjen, as [INSERT TITLE] Region Vice President of Waste Pro of Florida, Inc. (hereinafter "Waste Pro"), with full authority to bind Waste Pro, who being first duly sworn, deposes and says that Waste Pro:

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

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

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

Affiant makes this Affidavit for the purpose of inducing Flagler County, a political subdivision of the State of Florida, to enter into this Contract No. 22-048 for Residential Solid Waste Management Services.

DATED this 17 day of March, 2023

[Signature]
Signature

The foregoing instrument was sworn to and acknowledged before me this 17 day of March, 2023, by Brian Wintjen, as RVP of Waste Pro of Florida, Inc. He/she is personally known to me or has produced valid government issued identification.

[Signature]
Notary Public, State of Florida at Large



EXHIBIT D INSURANCE AND BOND REQUIREMENTS

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

Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Flagler County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

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

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

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

Worker's Compensation Insurance

Coverage limits of not less than:

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

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

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

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

BOND REQUIREMENTS

Performance Bond

A Performance Bond shall be submitted by Successful Contractor for 100% of the annual amount and shall be presented to Flagler County within ten (10) calendar days of issuance of the notice of intent to award.

INSURANCE REQUIREMENTS

I. POLICY PROVISION ENDORSEMENTS

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

1. **Commercial General Liability and Automobile Liability Coverages**

- a. **“Flagler County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Contractor, his agents, representatives, and employees; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.
- b. In addition to furnishing a Certificate of Insurance, the Contractor shall provide the endorsement that evidences Flagler County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Flagler County, a Political Subdivision of the State of Florida,” as Additional Insured; or (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- c. The Contractor’s insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- d. The insurance policies must be on an occurrence form.

2. **Workers' Compensation and Employers' Liability Coverages**

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

II. GENERAL INSURANCE PROVISIONS

1. Prior to the execution of Contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy’s renewal date(s) for as long as this Contract remains in effect, Contractor shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Flagler County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email,

etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the County, Contractor will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

3. The project's solicitation number and title shall be listed on each certificate.
4. Contractor shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Contractor agrees that should at any time Contractor fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Contract.
6. The Contractor waives all subrogation rights against County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Contract and for any events occurring during the Contract period, whether the suit is brought during the Contract period or not.
7. The Contractor has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Contractor's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Contractor shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Contractor shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

III. LIMITS OF COVERAGE

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

IV. WAIVER OF IMMUNITY

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

BONDING REQUIREMENTS

Prior to commencing work, the Contractor shall obtain, for the benefit of and directed to County, a Performance Bond satisfying the requirements of this Contract as specified above, covering the faithful performance by the Contractor of its obligation under the Contract documents and the payment and obligations arising thereunder, including all payments to subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Performance Bond shall be approved by County prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Furnishing Performance Bonds shall be requisite to execution of this Agreement with County. Said Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the Contractor. Failure of the Contractor to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible contractor or re-advertise for this service. Failure of County at any time to require performance by the Contractor of any provisions set out in this Agreement will in no way affect the right of County, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank.]

EXHIBIT E FLAGLER COUNTY FACILITY LOCATIONS

LOCATION	DUMPSTERS	NOTES
Government Services Building	One Trash, One Cardboard Dumpster	
Justice Center	No Dumpster	Energy Plant Dumpster is used for this location
Emergency Operations Center	One Trash, One Cardboard Dumpster	
Emergency Operations - Vehicle Storage Building	No Dumpster	EOC Dumpsters are used for this location
Fleet Maintenance Shop	One Trash, One Cardboard Dumpster	Tire dumpster not included
Facilities Maintenance Shop	One Trash Dumpster	
Energy Plant	One Trash, One Cardboard Dumpster	
Flagler County District 3 Sheriff's Office	One Trash Dumpster	
Flagler County Library - Palm Coast	One Trash Dumpster	
Flagler County Station 62	One Trash Dumpster	
Wadsworth Park	Two Trash Dumpsters	
Russell Landing	No Dumpster	Dumpster located at Pellicer Community Ctr
Carver Gym	One Trash Dumpster	
FCRA Fairgrounds	Two Trash Dumpsters	
Haw Creek Community Center	One Trash Dumpster	
Betty Steflik Preserve	One Trash Dumpster	
Agriculture Extension Office	One Trash Dumpster	
Princess Place Preserve	Two Trash Dumpsters	
Rima Ridge Fire Station 81	One Trash Dumpster	
Korona Fire Station 31	One Trash Dumpster	
Espanola Fire Station 51	One Trash Dumpster	
Hammock Fire Station 41	One Trash Dumpster	
St John's Park Fire Station 71	One Trash Dumpster	
Airport Fire Station 92	One Trash Dumpster	
Airport FBO Office	One Trash, One Cardboard Dumpster	
Senior Services/David Siegel Center	One Trash Dumpster	



RFP 22-048P Residential Solid Waste Management Services

SCORING/RANKING SUMMARY

Proposer	Experience Max Score 20	Capacity Max Score 25	Approach Max Score 30	Fees Max Score 15	Interviews Max Score 10	Total
Waste Pro	17.2	22.1	27.7	15.0	9.7	91.7
FCC	16.2	20.3	25.3	13.4	8.7	83.9

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

SUBJECT: Consideration to Award a Cooperative Purchase Agreement 23-029PB to TRP Construction Group, LLC Utilizing St. Johns County Agreement 22-MCC-TRP-15576. Staff also requests approval of Installation of Pavement Markings and Markers on County Road 304 from US-1 to County Road 305 per this Cooperative Purchase Agreement.

DATE OF MEETING: April 3, 2023

OVERVIEW/SUMMARY: Staff is requesting approval to award Cooperative Purchase Agreement 23-029PB to TRP Construction Group, LLC utilizing St. Johns County Agreement 22-MCC-TRP-15576. The contract is for Assorted Pavement Striping and Pavement Marking Services and expires January 31, 2025. A not-to-exceed amount is set at \$180,000.

Staff is requesting approval of Installation of Pavement Markings and Markers on County Road 304 from US-1 to County Road 305 per this Cooperative Purchase Agreement in the amount of \$113,016.20. This project will provide high visibility thermoplastic reflective striping and markers for the entire length of County Rd 304, portions of which have little to no markings visible

STRATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 1 – Provide Quality Fundamental Infrastructure
 - Objective GI 1.1: Ensure public safety through continuous planning for future needs and adequate evacuation capacity.

FUNDING INFORMATION: Funding for this contract is paid for through the existing operating budgets within various departments. If this contract is utilized for a specific project, funding will be identified as part of the overall project cost.

DEPARTMENT CONTACT: Michael Dickson, General Services Director (386) 313-4191
Ryan Prevatt, Road & Bridge Manager (386) 313-4138

RECOMMENDATION: Request the Board approve award of Cooperative Purchase Agreement 23-029PB for Assorted Pavement Striping and Pavement Marking Services through January 31, 2025 and authorize the Chair to execute the Agreement as approved as to form by the County Attorney and approved by the County Administrator, in the not-to-exceed amount of \$180,000.

ATTACHMENTS:

1. Piggyback Agreement with quote

**COOPERATIVE PURCHASE AGREEMENT
NO. 23-029PB FOR COUNTYROAD STRIPING AND PAVEMENT MARKING**

This Cooperative Purchase Agreement (hereinafter “Agreement”) is made as of this _____ day of _____, 2023 (hereinafter Effective Date) between Flagler County, a political subdivision of the State of Florida, located at 1769 East Moody Blvd., Bldg. 2, Bunnell, Florida 32110 (hereinafter “County”) and TRP Construction Group, LLC a Texas limited liability company, whose address is 2411 Minnis Drive, Fort Worth, TX 76117 (hereinafter Company).

WHEREAS, the County’s Purchasing Policy permits the County to enter into cooperative purchasing agreements for the acquisition of goods and services; and

WHEREAS, the County desires to procure roadway striping and pavement markings from Company, utilizing existing contract prices provided to St. John’s County Board of Commissioners pursuant to its solicitation number RFP 22-27, Countywide Roadway Striping/Pavement Marking Services, conducted in St. John’s County, Florida; and

WHEREAS, in accordance with solicitation number RFP 22-27, St. John’s County Board of Commissioners entered into a three-year agreement with Company for roadway striping and pavement marking effective February 1, 2022 through January 31, 2025 with options to renew for an additional two-year period, which agreement is attached hereto as Exhibit A and incorporated herein (hereinafter “Initial Agreement”); and

WHEREAS, the County desires to purchase county roadway striping and pavement markings from Company on the same terms, conditions, and pricing provided under the Initial Agreement, subject to the terms and conditions of this Agreement; and

WHEREAS, the County has determined that the Initial Agreement meets the requirements of the County’s Purchasing Policy and is an acceptable agreement upon which the County and Company may establish a cooperative purchasing agreement; and

WHEREAS, the Company agrees to extend the terms, conditions, and pricing of the Initial Agreement to the County, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Terms and Conditions

Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. A true and correct copy of the Initial Agreement as well as a quote for the striping of CR 304 is attached hereto and incorporated herein.

3. Order of Precedence in the Event of Conflict

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence.

- a. Terms and Conditions as expressly set forth in this Agreement.
- b. Terms and conditions as expressly set forth in the Initial Agreement.
- c. Company's response to Solicitation number RFP 22-27 and any subsequent information submitted by Company during the evaluation and negotiation process prior to award by St John's Board of Commissioners.

4. Supplemental Terms and Conditions

The terms and conditions of the Initial Agreement are hereby modified or supplemented as follows:

- a. Dollar Amount; Term of the Agreement
This Agreement shall be in full force and effect on the Effective Date for an annual not-to-exceed amount of One Hundred and Forty Thousand Dollars (\$140,000). This Agreement shall terminate on January 31, 2025. The continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation of legally available funds by the Board of County Commissioners in accordance with Florida law.
- b. Integration, Amendment, and Waiver
This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. All other agreements whether written or verbal are integrated into this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. Either party's failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or rights, or affect the validity of this Agreement.

c. Assignment

Neither this Agreement nor any right or obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

d. Indemnity

Company shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all claims, liabilities, damages, losses and expenses, including costs and attorney's fees arising out of any negligent or intentional act or omission of Company, its employees, agents or sub-contractors in the performance of this Agreement. This indemnity provision shall survive the termination or expiration of the Agreement until such time as any and all claims arising under the Agreement have been resolved regardless of when such claims are made.

e. Public Records

Pursuant to Section 119.0701, Florida Statutes, to the extent Company is performing services on behalf of the County, Company shall:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform this service.
- ii. Upon request from the County's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
- iii. 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 Agreement and following completion of the Agreement if Company does not transfer the records to the County.
- iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Company or keep and maintain public records required by the County to perform the service. If Company transfers all public records to the County upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must

be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUBLICRECORDS@FLAGLERCOUNTY.GOV , 386-313-4001, and 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

f. Notices

Every notice, comment, consent, objection, waiver or any communication given under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified U.S. Mail, prepaid with confirmation of delivery requested. All such communications shall be addressed to the applicable addressees set forth below or as either party may otherwise designate in the manner prescribed herein, and every such communication shall be deemed given when received by the party for whom such communication is intended.

For County:

Flagler County Government
Attn: Purchasing Division
1769 E. Moody Blvd. Bldg. 2
Bunnell, FL 32110
Tel: 386-313-4062
E-mail: purchasing@flaglercounty.gov

For Company:

TRP Construction Group, LLC
2411 Minnis Drive
Ft. Worth, TX 76117
Attn: Buck Adams
Tel: 904-540-4341
E-mail: bucka@trpconstructiongroup.com

g. Severability Clause

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the

remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

h. Right of Termination

The County shall have the right to terminate this Agreement with or without cause immediately upon providing written notice to Company. Upon receipt of such notice, the Company shall not incur any additional costs under the Agreement. The County shall be liable only for reasonable costs incurred by Company prior to the date of the notice of termination. The County shall be the sole judge of "reasonable costs."

i. Governing Law; Venue

The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws jurisprudence. Venue for any legal dispute arising under court this Agreement shall be in the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida.

j. Attorney's Fees and Costs

In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any procedure or litigation.

k. Sovereign Immunity Not Waived; No Third Party Beneficiaries

Notwithstanding anything in the Initial Agreement to the contrary: i.) nothing herein shall be deemed a waiver of the County's sovereign immunity or a consent to be sued by third parties; and ii.) the County shall only be responsible for its own negligent acts or omissions and such liability is subject to the scope and monetary limitations set forth in Section 768.28, Florida Statutes.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the dates set forth below.

TRP CONSTRUCTION GROUP, LLC

Witnesses:

Signature

Witness 1 Signature

Print Name, Title

Witness 1 Print Name

Date: _____

Witness 2 Signature

Witness 2 Print Name

[Signature Page to Follow.]

**FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS**

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Gregory L. Hansen, Chair

Date: _____

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County
Attorney



St. Johns County Board of County Commissioners

Purchasing Division

February 1, 2022

Mr. Robert C. Tolle, V.P.
TRP Construction Group, LLC
2411 Minnis Dr.
Ft. Worth, TX 76117

**RE: Bid No: 22-27; Countywide Roadway Striping / Pavement Marking Services –
Master Contract No: 22-MCC-TRP-15576**

Dear Mr. Tolle:

Enclosed, please find a fully executed original copy of the Agreement for the above referenced services, for your files. The Agreement Effective Date is **February 1, 2022**, and shall have an initial term of three (3) calendar years, through **January 31, 2025**. There are two (2) optional one (1) year renewal terms available for exercise by the County.

Work under this contract will be assigned based on the lowest price for the required services, according to the unit pricing available from all vendors under contract, unless the vendor with the lowest cost is unable to perform the services in the timeframe necessary for the County's purposes.

Proposals for each Task Order must be submitted on Company Letterhead, signed by an authorized representative of the firm, provide a detailed list of the roads included in the proposal, reflect the approved Unit Pricing, a total for all work included in the proposal, and must not include any additional charges, fees, taxes, or other costs other than the approved Unit Pricing.

Public Construction Bonds will be required for projects in excess of \$100,000.00. Bond forms will be provided by the County, with an executed copy of the respective Task Order, with instructions on obtaining and recording the required bond.

At no time shall any work be performed prior to the full execution of a Task Order, and receipt by the County of a Public Construction Bond (where applicable). Any work performed without written approval from an **authorized representative** of the County is subject to nonpayment.

Invoices shall be submitted with the Request for Payment Form 1550. An electronic format of this form may be provided, upon request, by the SJC Engineering Department. This form must accompany each invoice submitted for payment.

The **Project Manager** for the work under this contract is Mr. Tommy Mashburn, SJC Engineering Division. His contact information is tmashburn@sjcfl.us or (904) 209-0184.

The requirements shown above are provided in the agreement, attached hereto, as well as incorporated from the Bid Document. If you have any questions, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,

St. Johns County, FL
Purchasing Department



Diana M. Fye, AS, CPPB
Senior Procurement Coordinator
(904) 209-0162 – Direct
(904) 209-0163 – Fax
dfye@sjcfl.us

CC: SJC Minutes & Records
SJC Purchasing Bid No: 22-27 – TRP Construction Group, LLC. Master Contract File
SJC Engineering (Notified through Novatus)



**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR
(2012 EDITION)
MASTER CONTRACT #: 22-MCC-TRP-15576**

This Contract Agreement (“Agreement”) is made and entered into as of this 28th day of January, 2022, by and between **ST. JOHNS COUNTY, FL** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **TRP CONSTRUCTION GROUP, LLC**, (“Contractor”), a company authorized to do business in the State of Florida, with offices located at 2411 Minnis Dr., Ft. Worth, TX 76117; Phone: (904) 540-4341; Fax: (904) 540-4341; Email: Chaset@trpconstructinggroup.com; under seal for **BID No: 22-27; COUNTYWIDE ROADWAY STRIPING / PAVEMENT MARKING SERVICES**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

- 1.1.1** The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.
- 1.1.2** The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all Bid No: 22-27 documents together with all addenda thereto; (3) all Specifications; and (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

- 1.2.1** Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County (“Effective Date”), and shall remain in effect for a period of three (3) calendar years.
- 1.2.2** The term of the Contract may be renewed for up to two (2) additional one (1) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by the County, and only upon the County’s determination that the Contractor has satisfactorily performed under the terms of the Contract. The County reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of the County.

1.3 Entire Agreement

- 1.3.1** The Contract, together with the Contractor’s Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to Bid No: 22-97; Countywide Roadway Striping / Pavement Marking Services. Specifically, but without limitation, the Contract supersedes any Bid Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

1.4 No Privity with Others

- 1.4.1** Nothing contained in the Contract shall create, or be interpreted to create privity or any other contractual agreement between County and any person or entity other than the Contractor.

1.5 Intent and Interpretation

- 1.5.1** The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.

- 1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words “include,” “includes” or “including,” as used in the Contract, shall be deemed to be followed by the phrase “without limitation.”
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. **HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents
- 1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County’s prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term “Work” shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work (“Project Time”) and the amount to be paid as compensation for completion of Work (“Project Price”).

ARTICLE III – PROJECT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

3.1.2 For each project, the Contractor shall pay the County the sum as specified by Task, based on the FDOT Table provided in the Bid Document, for each and every calendar day of unexcused delay in achieving Completion of the Work beyond the date specified by Task Order for Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.2.1 Should the Contractor, or in case of his default, the Surety fail to complete the work within the time stipulated in the Task Order, or within such extra time as may have been granted by the County, the Contractor, or in case of his default, the Surety shall pay to the County, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 but less than \$500,000.....	\$1,241
\$500,000 but less than \$2,500,000.....	\$1,665
\$2,500,000 but less than \$5,000,000.....	\$2,712
\$5,000,000 but less than \$10,000,000.....	\$3,447
\$10,000,000 but less than \$15,000,000.....	\$4,866
\$15,000,000 but less than \$20,000,000.....	\$5,818
\$20,000,000 and over.....	\$9,198 (plus 0.00005 of any amount over \$20 million)

(Round to nearest whole dollar)

3.2 Completion

3.2.1 "Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. Total Work authorized through Task Orders each fiscal year shall not exceed the annual budgeted amount without prior approval by the BOCC.

4.2 The Project Price shall be based upon the Unit Prices, as submitted in the Contractor's Bid Proposal, and provided herein as Exhibit "A-1". The Unit Prices shall remain firm throughout the duration of the Contract, unless otherwise

amended at the time of a renewal. No fees, markup, or costs other than the Unit Prices provided herein shall be paid by the County throughout the duration of this Agreement.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

5.2.1 The County shall pay the Project Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of five percent (5%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety-five percent (95%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

- (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
- (2) claims of third parties against the County or the County's property;
- (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
- (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
- (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
- (7) damage to the County or a third party to whom the County is, or may be, liable;
- (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by the County, the County, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the County, the County shall pay the Contractor an amount equal to ninety percent (90%) of the Project Price. Ten Percent (10%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.

- 5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.
- 5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.
- 5.6.4 Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

- 6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.

6.3 County's Right to Perform Work

- 6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.

7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
<u>Buck Adams</u>	<u>operation</u>
<u>Chris Robbins</u>	<u>operations</u>
<u>Robert "Chase" Tolle</u>	<u>V.P.</u>

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Contractor Safety and Health Requirements

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

7.13.3 OSHA Requirements

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

7.13.4 Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

7.13.5 Training and Education:

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocutation Hazards.

7.13.6 Fire Extinguishers (For Fire Extinguisher Services)

Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

7.13.7 Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

7.13.8 Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design,

implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

- 8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.
- 8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.
- 8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.
- 8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
- 8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
- 8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.

8.2 Claims by the Contractor

- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
- 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from

those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.

8.3 Field Orders

8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project

Manager shall reply within five (5) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

- 9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term “Change Order” shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor’s execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers’ compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor’s home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County’s Certificate of Payment.

10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.

11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

- 12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.
- 12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.
- 12.2.2.3 In the event the Contract is terminated by the County for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

13.1.1 The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

- 13.1.1.1 The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.
- 13.1.1.2 The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.
- 13.1.1.3 The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.
- 13.1.1.4 The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.
- 13.1.1.5 The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

- 13.1.1.6 In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.
- 13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.
- 13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.
- 13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor’s Employment Opportunity

- 14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative measures to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 14.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

- 15.1.1 In accordance with applicable Florida law, the Contractor shall make a diligent effort to hire for performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.

- 15.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

- 15.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

- 15.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

- 15.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

- 15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. “The term Contractor” as used in such clauses and any Subcontract shall mean the Subcontractor.

15.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVI – PUBLIC RECORDS

16.1 Public Records (Chapter 119, Florida Statutes)

16.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

16.1.2 In accordance with Florida law, to the extent that Contractor’s performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida’s public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

16.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the County’s information technology systems.

16.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law and Venue

17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

17.2 Successors and Assigns

17.2.1 The County and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

17.3 Surety Bonds

17.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

17.4 Safety of Persons and Property

17.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the County.

17.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

- (a) Contracting to provide goods or services to a public entity;
- (b) Submitting a bid on a contract for construction or repair of a public building or public work;
- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.12. Termination Under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contractor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.16. No Third Party Beneficiaries

Both the County and the Contractor explicitly agree, and the Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

17.17. **Employment Eligibility and Mandatory Use of E-Verify.**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b) The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c) The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d) The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e) Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f) Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

17.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

**BID NO: 22-27; COUNTYWIDE ROADWAY STRIPING / PAVEMENT MARKING SERVICES
MASTER CONTRACT # _22-MCC-TRP-15576**

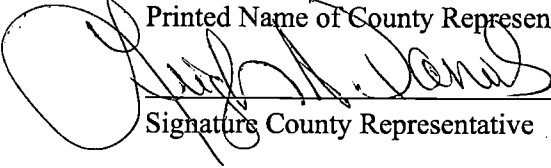
IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Leigh A. Daniels, CPPB

Printed Name of County Representative



Signature County Representative

Purchasing Manager

Title of County Representative

1/28/22

Date of Execution

TRP Construction Group, LLC

Company Name



Signature of Contractor Representative

Robert Toile, U.P.

Printed Name & Title

01/25/2022

Date of Execution

ATTEST:

ST. JOHNS COUNTY, FL

CLERK OF THE CIRCUIT COURT & COMPTROLLER



Deputy Clerk

1/28/22

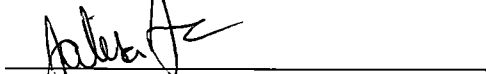
Date

ST JOHNS COUNTY

JAN 28 '22

PURCHASING

LEGALLY SUFFICIENT:



Office of County Attorney

2/1/22

Date of Execution



**BID NO: 22-27; COUNTYWIDE ROADWAY STRIPING / PAVEMENT
MASTER CONTRACT # 22-MCC-TRP-15576**

**EXHIBIT "A"
BASIS OF COMPENSATION**

Unit Prices submitted under this Bid shall include any and all costs, fees, and charges associated with providing all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT), and any other costs associated with performance of the work. The Unit shall be the final unit cost to the County. The County shall not be charged for any costs other than the unit price items unless approved via Contract Amendment prior to execution of a Task Order.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

**BID NO: 22-27; COUNTYWIDE ROADWAY STRIPING / PAVEMENT
MASTER CONTRACT # 22-MCC-TRP-15576**

**EXHIBIT "A-1"
UNIT PRICE LIST**

STRIPING / PAVEMENT MARKINGS						
ITEM #	PRODUCT TYPE		UNIT	PAINTED	THERMOPLASTIC	MISCELLANEOUS
A	WHITE - SOLID					
		4"	NM	\$ 280.00	\$ 1,470.00	
		6"	NM	\$ 990.00	\$ 3,500.00	
		8"	LF	\$ 0.80	\$ 1.50	
		12"	LF	\$ 0.55	\$ 4.00	
		18"	LF	\$ 1.40	\$ 5.00	
		24"	LF	\$ 1.46	\$ 7.00	
B	WHITE - SKIP					
		4"	LF	\$ 0.22	\$ 0.59	
		6"	LF	\$ 0.60	\$ 2.00	
C	YELLOW - SOLID					
		4"	NM	\$ 220.00	\$ 1,365.00	
		6"	NM	\$ 990.00	\$ 3,500.00	
		8"	LF	\$ 0.70	\$ 3.00	
		12"	LF	\$ 0.43	\$ 1.22	
		18"	LF	\$ 1.15	\$ 5.00	
D	YELLOW - SKIP					
		4"	GM	\$ 230.00	\$ 1,140.00	
		6"	GM	\$ 395.00	\$ 1,200.00	
E	YELLOW - DOUBLE					
		4"	NM	\$ 300.00	\$ 2,300.00	
		6"	NM	\$ 1,040.00	\$ 6,800.00	
F	AUDIBLE & VIBRATORY PAVEMENT MARKINGS					
	WHITE - SOLID	4"	GM	\$ 1.00	\$ 865.00	
	WHITE - SOLID	6"	GM	\$ 1.00	\$ 1,050.00	
	YELLOW - SKIP	4"	NM	\$ 1.00	\$ 440.00	
	YELLOW - SKIP	6"	NM	\$ 1.00	\$ 440.00	
G	MARKINGS					
	10		EA	\$ 40.00	\$ 80.00	
	25		EA	\$ 38.00	\$ 80.00	
	AHEAD		EA	\$ 42.00	\$ 110.00	
	BIKE		EA	\$ 35.00	\$ 200.00	
	BIKE ARROW		EA	\$ 40.00	\$ 130.00	
	GOLF		EA	\$ 50.00	\$ 150.00	
	MERGE		EA	\$ 40.00	\$ 125.00	
	MPH		EA	\$ 40.00	\$ 105.00	
	ONLY		EA	\$ 40.00	\$ 130.00	
	R/R		EA	\$ 70.00	\$ 390.00	
	SCHOOL		EA	\$ 60.00	\$ 320.00	
	STOP		EA	\$ 40.00	\$ 120.00	

	THROUGH LANE USE ARROW	EA	\$ 40.00	\$ 70.00	
	TURN AND THROUGH LANE TURN ARROW	EA	\$ 70.00	\$ 130.00	
	TURN LANE USE ARROW	EA	\$ 35.00	\$ 80.00	
	XING	EA	\$ 40.00	\$ 130.00	
	YIELD TRIANGLES	EA	\$ 15.00	\$ 22.00	
H	REFLECTIVE PAVEMENT MARKERS				
	BI-DIRECTIONAL, AMBER	EA	\$ 4.50	\$ 0.01	
	BI-DIRECTIONAL, WITE/RED	EA	\$ 4.50	\$ 0.01	
	MONO-DIRECTIONAL, WHITE/RED	EA	\$ 4.50	\$ 0.01	
	BLUE	EA	\$ 25.00	\$ 0.01	
I	PREFORM THERMOPLASTIC				
	24"	EA	N/A	\$ 17.00	
	GOLF	EA	N/A	\$ 350.00	
	XING	EA	N/A	\$ 350.00	
J	MISCELLANEOUS / TRAFFIC MANAGEMENT				
	Removal of Existing Marking	SF			\$ 2.00
	Duty Officer	HR			\$ 62.00
	Lane Closure Traffic Maintenance	DAY			\$ 1,000.00
	Waterblasting Move in Fee	DAY			\$ 2,300.00

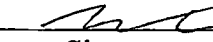
SHADED = NOT APPLICABLE (Do Not Use This Space)

BID No: 22-27; Countywide Roadway Striping/Pavement Marking Services
Master Contract No: 22-MCC-TRP-15576

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

TRP Construction Group, LLC this 25 day of January, 2022.

By: 
Signature of Authorized Representative

Name: Robert Tolle
(Please Type or Print)

Title: V.P.
(Please Type or Print)



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

January 19, 2022

TRP Construction Group, LLC
2411 Minnis Dr.
Ft. Worth, TX 76117

**RE: BID No: 22-27; Countywide Roadway Striping/Pavement Marking Services
Master Contract No: 22-MCC-TRP-15576**

We are pleased to notify you that on January 18, 2022, the St. Johns County Board of County Commissioners approved award of contract for Countywide Roadway Striping/Pavement Marking Services as specified in the above referenced BID. The unit prices submitted by your firm have been approved, and are hereby accepted, and incorporated in the Contract Agreement.

Attached, via email, is an electronic copy of the Contract Agreement and an Acceptance of this Notice of Award. Please print, sign, date, seal (if applicable) and return all of the following within ten (10) days of receipt of this Notice:

1. Three (3) original signature copies of the Contract Agreement (**Print on single-sided pages. Date only the signature page of the agreement. Please DO NOT date the front page of the contract**)
 - a. Please complete Section 7.6.2 – Key Personnel
2. One (1) original Acceptance of the Notice of Award (Please sign, date and return the Acceptance of Award acknowledgement (page 2 of this letter))
3. All applicable Certificates of Insurance as stated in Article 13 of the attached Contract Agreement.

NOTE: In accordance with the BID documents, failure to return the requested documents within the time shown above may deem your firm non-responsive and the County may elect to contract with the next lowest bidder.

to the attention of: Ms. Diana M. Fye, AS, CPPB, Senior Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

Upon receipt of the above documents by this office, contract agreements will be executed and an original copy will be returned to your office.

Should you have any questions regarding this notice please don't hesitate to contact Diana M. Fye, A.S., CPPB, Senior Procurement Coordinator at (904) 209-0162 or dfye@sjcfl.us.

Sincerely,
**St. Johns County, FL
Board of County Commissioners**

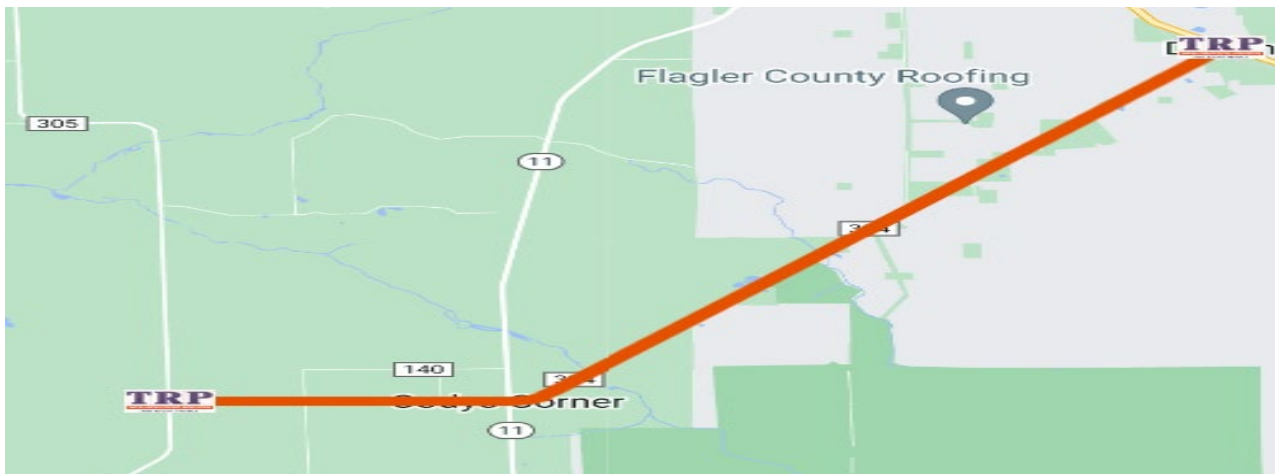

Leigh A. Daniels, CPPB
Purchasing Manager

Date: 1/19/22



State : Florida Estimator: Buck Adams
 County : Flagler Mobile No. (904)540-4341
 Piggy-back off Bid NO: 22-27 Countywide
 Contract: Roadway Striping/Pavement Marking
 Services-Master Contract NO : 22-MCC-TRP-15576
 Customer : Flagler County Public Works Department Email: bucka@trpconstructiongroup.com
 SCOPE Installment of Pavement Markings and Maker(s) on CR 304 from US-1 to CR 305
 Date : 2/28/2023

DESCRIPTION	UNIT	QUANT	PRICE	EXT
0711 13211 THERMO HOT SPRAY (Y) SLD 6" MAINT 60 MIL	GM	4.00	\$ 3,500.00	\$ 14,000.00
0711 13231 THERMO HOT SPRAY (Y) SKIP 6" MAINT 60 MIL	GM	8.85	\$ 1,200.00	\$ 10,621.20
0711 13111 THERMO HOT SPRAY (W) SLD 6" MAINT 60MIL	GM	22.00	\$ 3,500.00	\$ 77,000.00
0711 11160 THERMO STD (W) MESSAGE OR SYMBOL RXR	EA	2.00	\$ 390.00	\$ 780.00
0711 11170 THERMO STD (W) ARROW	EA	12.00	\$ 70.00	\$ 840.00
0711 11125 THERMO STD (W) SLD 24" STOP LINE & XWALK	LF	125.00	\$ 7.00	\$ 875.00
E706 1 32 REFLECTIVE PAVEMENT MARKER (REMOVE)(CLASS B) also includes the removal of existing	EA	1,700.00	\$ 4.50	\$ 7,650.00
0711 11224 THERMO STD (Y) SLD 18" DIAGS & CHEVS	FT	250.00	\$ 5.00	\$ 1,250.00
			TOTAL \$	113,016.20



Proposal is valid for 30 days.

TRAFFIC CONTROL - Proposal does include traffic control.

- Portable Changeable Message Boards shall be provided by County if required.
- Proposal does not include law enforcement or coordination of law enforcement.

Proposal excludes bonds and AGC dues.

County (Flagler) shall provide at least 2 weeks notice prior to commencing TRP scope of work.

Control points for layout for all scopes will be done prior to starting to insure everything is MUTCD compliant .

Pricing is firm through 2023. For each year following, a 3% escalation may be applicable.

Proposal is contingent on both parties reaching a mutually acceptable subcontract agreement or Purchase Order .

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

SUBJECT: Consideration of Award for Invitation to Bid 22-0387B to Halifax Paving, Inc. for the Roadway Stabilization Construction and Drainage Improvements for a Segment of County Road 90 between Hickory Street and County Road 75. The Alternate Bid Option that Corresponds to the Segment of County Road 90 Recommended by Staff to be Awarded is Alternate Bid Option 2. FDOT Financial Project No. 448759-1-54-01.

DATE OF MEETING: April 3, 2023

OVERVIEW/SUMMARY: The project construction scope of work includes the stabilization of the unpaved roadway with soil cement resulting in a 22-foot-wide roadway that consists of 2 stabilized 9-foot travel lanes with 2-foot sodded shoulders on each side. Additional roadway improvements include driveway tie-ins and guardrail installation at select locations. Drainage improvements include replacement of existing dilapidated cross-drain and side drain culverts with construction of new headwalls-end treatments and regrading of existing roadside swales/ditches with sod stabilization. The project limits that correspond with Alternate Bid Option 2 are located between Hickory Street and County Road 305 (approximately 1.01 miles).

A State Funded Grant Agreement (SFGA) between the Florida Department of Transportation (FDOT) and Flagler County was approved by the Board on June 6, 2022 in the amount of \$1,367,176.00. This agreement provided for \$800,000.00 in State Grant funds towards the project. At that time, the Board approved up to \$567,000.00 in ½ Cent Sales Tax funds to be used towards the project costs.

Due to inflationary influences in the construction industry that stemmed from industry wide logistical supply chain issues, high demand for materials creating shortages, and labor shortages, costs to complete the construction of the project increased significantly during the time the project was under development through initial advertisement for construction.

An Invitation to Bid (ITB) was advertised in the *Daytona News Journal* as well as publicly broadcast on www.flaglercounty.gov through www.myvendorlink.com. ITB 22-0387B requested bids for the construction of roadway and associated stormwater improvements for County Road 90 between Hickory Street and County Road 75 (**Base-Bid**). Two (2) Additive Alternate Bid Options were also advertised with ITB 22-0387B to request bids for additional costs to pave specific segments of the stabilized roadway. Additive Bid Alternate Option A included the Base-Bid cost plus a request for cost to pave CR 90 with asphalt from Hickory Street to County Road 305. Additive Bid Alternate Option B included the Base-Bid cost plus a request for cost to pave CR 90 with asphalt from Hickory Street to County Road 75.

On October 11, 2022, the County received one (1) bid in response to this solicitation from Halifax Paving, Inc. The actual bid that was received presented costs that were above the engineer’s cost estimate and exceeded the local funding limit previously approved by the Board as detailed in the State Grant Funding Agreement.

The bids received are tabulated as follows:

Bid Item	Bid Item Amount (Construction)	CEI Cost	Total Amount (CEI + Construction)	Total Local Contribution Required
Base-Bid	\$2,103,700.00	\$105,179.50	\$2,208,879.50	\$1,408,703.50
Additive Bid Alternate Option A	\$2,288,700.00	\$115,639.50	\$2,404,339.50	\$1,604,163.50
Additive Bid Alternate Option B	\$2,508,700.00	\$133,859.50	\$2,642,559.50	\$1,842,383.50

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

Considering the magnitude of the additional local funding contributions needed to construct the project with one of the originally advertised Base-Bid or Additive Bid Alternate Options, it was determined that the project should be re-advertised to obtain bid costs to perform the proposed roadway construction improvements as currently designed in smaller less costly phased segments of County Road 90. Coordination efforts between Staff and FDOT Representatives resulted in a commitment from FDOT to divide the County Road 90 project into two (2) phases within their work program, should the County choose to move forward with the project in this direction. The new project phase roadway segments limits would consist of the following:

- County Road 90, from Hickory Street to County Road 305 (± 1.01 mi), Phase # TBD.
- County Road 90, from 305 to County Road 75 (± 2.02 mi), Phase # TBD.

The FDOT also committed to allocate an additional \$51,397.00 toward the initial construction phase of the project chosen by the Board to proceed with. The project limit for the Board chosen roadway segment, corresponding construction phasing, and additional FDOT funding allocation would be detailed in and facilitated through a supplemental funding agreement.

An Invitation to Bid (ITB) for the County Road 90 project was **re-advertised** in the *Daytona News Journal* as well as publicly broadcast on www.flaglercounty.gov through www.myvendorlink.com.

ITB 22-0387B requested bids for the construction of roadway and associated stormwater improvements for specific segments of County Road 90 between Hickory Street and County Road 75. Four (4) Alternate Bid Options were advertised with ITB 22-0387B to request bids for the following:

- **Alternate Bid Option 1:** County Road 90 from Hickory Street to County 305 (± 1.01 miles). Includes the roadway stabilization, shoulder construction, and drainage improvements as designed within these limits.
- **Alternate Bid Option 2:** County Road 90 from Hickory Street to County 305 (± 1.01 miles). All designed construction within these project limits as prescribed for Alternate Bid Option 1 with the addition of paving the constructed roadway with asphalt.
- **Alternate Bid Option 3:** County Road 90 from County 305 to County Road 75 (± 2.02 miles). Includes the roadway stabilization, shoulder construction, guardrail, and drainage improvements as designed within these limits.
- **Alternate Bid Option 4:** County Road 90 from County 305 to County Road 75 (± 2.02 miles). All designed construction within these project limits as prescribed for Alternate Bid Option 3 with the addition of paving the constructed roadway with asphalt.

On February 17, 2023, the County received one (1) bid in response to this solicitation. Staff reviewed the bid for conformity to specifications as well as to the terms and conditions outlined in the bid documents and recommends awarding to Halifax Paving, Inc. who submitted the lowest, responsive and responsible bid.

The bids received for the Alternate Bid Options with the project re-advertisement are tabulated as follows:

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

Bid Item	Bid Item Amount (Construction)	CEI Cost	Total Amount (CEI + Construction)	Total Local Contribution Required
Alternate Bid Option 1	\$866,005.00	\$47,767.75	\$913,772.75	\$113,772.75
Alternate Bid Option 2	\$1,041,505.00	\$59,587.75	\$1,101,092.75	\$301,092.75
Alternate Bid Option 3	\$1,444,160.00	\$67,262.25	\$1,511,422.25	\$711,422.25
Alternate Bid Option 4	\$1,781,660.00	\$94,582.25	\$1,876,242.25	\$1,076,242.25

*Note: As previously described, the Board approved a local funding contribution up to **\$567,000.00** for use toward the project costs.

Either Alternate Bid Options 1 or 2 could be constructed with CEI having a lower local funding contribution than what was agreed upon between the County and FDOT in the executed SFGA. Alternate Bid Options 3 and 4 both would require additional local funding if the County were to choose to proceed with either of the options. Of all the options, Alternate Bid Option 2 would provide the most public benefit long term while coming in under the SFGA budget.

Staff is recommending Option 2 due to the increase cost and from a maintenance and safety perspective. Due to the road stabilization process, selecting Options 1 or 3 will reduce the ability for existing staff and equipment to maintain the road and will increase complaints about dust and standing water, among other safety concerns.

Staff will continue ongoing FDOT discussion and coordination to potentially reallocate any surplus from other upcoming projects to this project to help offset the local cost share.

STRATEGIC PLAN:

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

FUNDING INFORMATION: Grant funds in the amount of \$800,000 are included in the Constitutional Gas Tax Fund 1112. The remaining funding regardless of the Alternate Bid selected will be funded by the ½ Cent Sales Tax Fund 1311, which previous board action approved up to \$567,000. The current reserve balance of Fund 1311 is \$1,041,609. If Alternate Bid Option 2 is selected, the budget transfer from Fund 1311 Reserves will be in the amount of \$301,093. If the additional \$51,397 is received through a supplemental agreement with the FDOT, then the amount needed from Fund 1311 will be reduced.

DEPARTMENT CONTACT: Robert Rounds, Purchasing (386) 313-4063
Faith Alkhatib, P.E., County Engineer (386) 313-4045

RECOMMENDATIONS: Request the Board approve the following: 1) Bid Award 22-0387B to Halifax Paving, Inc. for the construction of County Road 90 Alternate Bid Option 2 in the amount of \$1,041,505.00 and authorize the Chair to execute the contract as approved as to form by the

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

County Attorney; 2) authorize County Administrator to execute any change orders or other project related documents approved as to form by the County Attorney within the overall project budget; and 3) approve the budget transfer.

ATTACHMENTS:

1. 22-0387B, Bid Tabulation
2. Project Location Map Exhibit
3. June 6, 2022 BOCC Meeting Minutes – Item 7g
4. Budget Transfer



NOTICE OF INTENT TO AWARD

SOLICITATION NO./TITLE	23-018B	DATE POSTED	January 18th, 2023
PURCHASING REPRESENTATIVE	Rob Rounds, CPPB	PROJECTED AWARD DATE	March 20, 2023
REQUESTING DEPARTMENT/DIVISION	Engineering		

NOTICE OF INTENT TO AWARD

The Flagler County Purchasing Division provides notice of its intent to award a contract for the provision of CR 90 Stabilization.

BACKGROUND/EVALUATION

The solicitation was advertised on January 22, 2023 on the Daytona New Journal. Responses were received from the following firms:

1. Halifax Paving, Inc.

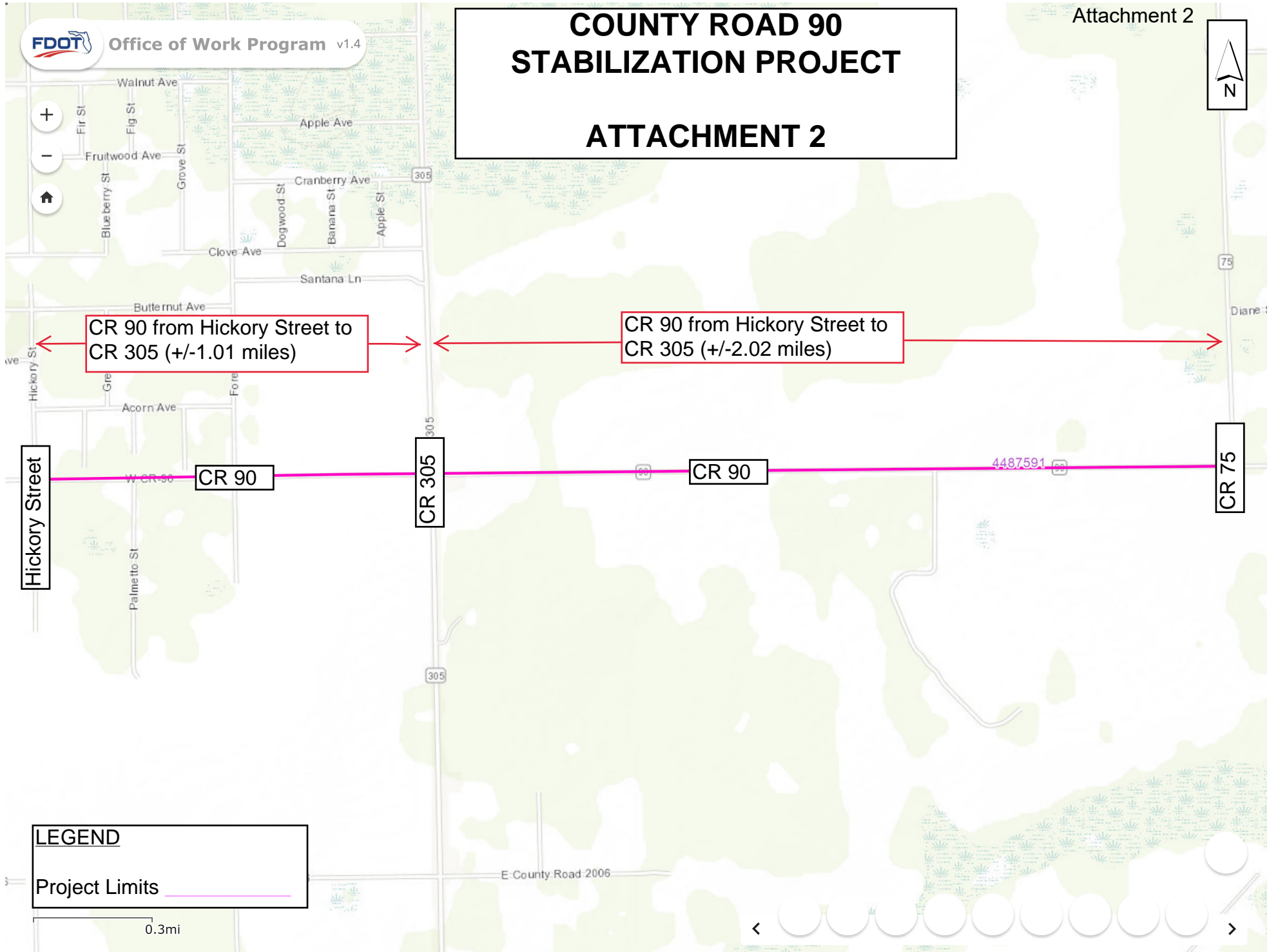
RECOMMENDATION

Halifax Paving was the lowest responsible, responsive bidder(s). A bid tabulation of the results is attached to this Notice of Intent to Award. The Engineering Department and Purchasing Division recommend award to Vendor Halifax Paving, Inc. total of all bid with 1 through 12 was \$1,781,660.00. No other bids were received.



Office of Work Program v1.4

COUNTY ROAD 90 STABILIZATION PROJECT ATTACHMENT 2



LEGEND

Project Limits

0.3mi

June 6, 2022
Regular Meeting

ITEM 7G – CONSIDERATION OF APPROVAL OF STATE FUNDED GRANT AGREEMENT (SFGA) BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND FLAGLER COUNTY FOR THE ROADWAY STABILIZATION CONSTRUCTION OF COUNTY ROAD 90 FROM HICKORY STREET TO COUNTY ROAD 75 PROJECT #CE00055 IN THE AMOUNT OF \$800,000, FDOT FINANCIAL PROJECT NO. 448759-1-54-01

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

SUBJECT: Consideration of Approval of State Funded Grant Agreement (SFGA) between the Florida Department of Transportation (FDOT) and Flagler County for the roadway stabilization construction of County Road 90 from Hickory Street to County Road 75 project #CE00055 in the amount of \$800,000, FDOT Financial Project No. 448759-1-54-01.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: Roadway Stabilization Construction improvements to the roadway include stabilization of a 22-foot-wide roadway, resulting in two nine-foot stabilized travel lanes and a two-foot unpaved shoulder in each direction. Additional roadway improvements include driveway tie-ins, guardrail installation and select drainage improvements. The project is currently FDOT programmed for construction funding within FY-22.

Anticipated project costs were estimated as follows:

- Project Construction Engineering Cost Estimate = \$1,287,686.00
- Construction Engineering and Inspection Estimated Cost = \$79,490.00

The total combined engineering project cost estimate for the roadway construction and construction engineering inspection (CEI) services is \$1,367,176.00. An estimated local funding contribution in the amount of \$567,176.00 is anticipated. However, the actual local funding contribution amount will not be determined until bids are received during the project procurement process. The local funding contribution need will be finalized and based on the lowest qualified competitive bid for the project.

The project will be administered by the County through the FDOT as a Small County Road Assistance Program (SCRAP) project. The SCRAP - SFGA will formalize the Department's contribution toward the construction project.

FUNDING INFORMATION: Grant funds in the amount of \$800,000 will be appropriated in the Constitutional Gas Tax Fund 1112 with approval of the attached Unanticipated Revenue Resolution. Staff requested additional funding from FDOT but were denied. At this time any additional funding above this grant funding is anticipated to be funded by the ½ Cent Sales Tax Fund 1311. Staff will return to the board to appropriate any local participation required for this project when the amount is more defined after the bid processes is completed.

DEPARTMENT CONTACT: Faith Alkhatib, County Engineer (386) 313-4045.

RECOMMENDATION: Request the Board approve the State Funded Grant Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation to complete the construction for the CR 90 Stabilization Project #CE00055 in the amount of \$800,000 and approve the attached Unanticipated Revenue Resolution.

ATTACHMENTS:

1. Authorizing Resolution
2. SFGA Agreement
3. Unanticipated Revenue Resolution

(Item 7g – continued)

Chair Mullins stated he would like to combine Items 7g, 7h and 7j for discussion.

There was BCC consensus to combine Items 7g, 7h and 7j for discussion.

Chair Mullins stated these were big projects that had been in the works for several years and commended staff for working hard to get state and federal funding for these projects.

Commissioner Dance asked staff to speak on the gas tax and future impacts, stating due to the inflationary pressures; additional funds were being pulled in to complete them which was depleting the gas tax fund.

County Administrator Petito commented the County had decreases in the gas tax and changes in how it was received. Stated a large portion was used by Public Works to fund day to day operations. Deferred to John Brower and Brian Echinger to speak more on it.

Ms. Alkhatib stated historically the County did not use gas tax as a match or for a shortfall. Explained with what was going on with the economy staff had to adjust cost estimates of this project monthly with bids coming in higher than anticipated. . Spoke further on gas tax revenues.

John Brower, Financial Services Director, spoke on increased costs of projects and that the County was going through reserves quickly for the operational side.

Commissioner Dance emphasized as the BCC entered budget season, it needed to look at the Public Works budget and construction projects to make sure there was adequate funding.

Chair Mullins requested public comment.

Jane Gentile Youd, Plantation Bay, commended Faith Alkhatib. Spoke in opposition to Item 7h and asked that the item be pulled until a consensus was received from the people who use the Hammock Community Center.

Carol Bicel, Halifax Plantation, commented approving this highlights the fact that item 7d should be done quickly to know where everything was going.

A motion was made by Commissioner Hansen to approve Items 7g, 7h, 7i and 7j. Seconded by Commissioner Sullivan.

Chair Mullins called the question. Motion carried unanimously.



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	06	60957	03/21/2023	071	BUA C90PAVEBTR	1	1			
1	3116001C	563000		CPFHalfCen/Non-Grant	Infrastructure		573,663.00	301,093.00	874,756.00	
	1311-161-6001-541600-540-54-000-000-563000-						03/21/2023			
2	31150000	598040		CPFHalfCen/Reserves	Reserve - Future Capital OL		1,041,609.00	-301,093.00	740,516.00	
	1311-150-5000-000000-590-00-000-000-598040-						03/21/2023			
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: BAllen

YEAR	PER	JNL	ACCOUNT	DESC	T	OB	DEBIT	CREDIT	
SRC	EFF DATE	JNL	REF 1	REF 2	REF 3	LINE			
2023	6	60957							
BUA	1311-161-6001-541600-540-54-000-000-563000-					Infrastructure	5	301,093.00	
	03/21/2023	C90PAVEBTR 071							
BUA	1311-150-5000-000000-590-00-000-000-598040-					Reserve - Future Capital OL	5	301,093.00	
	03/21/2023	C90PAVEBTR 071							
JOURNAL 2023/06/60957 TOTAL								.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: BA11en

PA JOURNAL SOURCE	PROJECT	STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****			03/21/2023	2023/06/60957						
PAB	CE22002	-CONST	-CAPIMP	-6001	071					
								T C90PAVEBTR	5	301,093.00
								CE22002 TOTAL:		301,093.00
** END OF REPORT - Generated by Brandy Allen **										

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

SUBJECT: Ordinance Amending Chapter Twenty-seven, Article II, Sections 27-29, 27-30, and 27-31 of the Flagler County Code of Ordinances to Prohibit the Intentional Release of a Balloon or Sky Lantern to the Atmosphere.

DATE OF MEETING: April 3, 2023

OVERVIEW/SUMMARY: Article II, of Chapter Twenty-seven, is Flagler County's Litter Ordinance and was established in 1988 intending to promote, protect and improve the health, safety, and welfare of its citizens. It does not presently provide for the protection of wildlife or marine animals.

The state has recognized that a comprehensive illegal dumping, litter and marine debris control and prevention program (comprehensive program) is necessary to protect Florida's environment and economy. To this end, the state, finding that balloons released into the atmosphere pose a danger and nuisance to the environment, especially to wildlife and marine animals, and as part of its comprehensive program, prohibits a person from intentionally releasing ten (10) or more balloons into the atmosphere within a 24-hour period. A violation results in a noncriminal infraction, punishable by a fine up to \$250.

Sky lanterns are balloon like objects, which are propelled by fire and pose not only a danger to wildlife and marine animals, but to the citizens and visitors of Flagler County due to their ability to ignite fire on uplands. The National Fire Protection Association Codes and Standards, which are adopted pursuant to section 14-59 of the Flagler County Code of Ordinances, prohibits the use of unmanned, free-floating sky lanterns and similar devices utilizing an open flame.

Several local governments have passed bans on the intentional release of a balloon or sky lantern, including the City of Flagler Beach. Amending Sections 27-29, 27-30, and 27-31 of the Flagler County Code of Ordinances would also prohibit a person from intentionally releasing a balloon or sky lantern into the atmosphere. Penalties associated with such intentional release would be that of any other violation of Flagler County's Litter Ordinance contained in section 27-32 of the County Code of Ordinances.

STRATEGIC PLAN:

Focus Area: Growth & Infrastructure

- Goal 2 – Protect and Manage Natural Resources

Focus Area: Public Health and Safety

- Goal 2 – Operate a Risk Reduction Program

FUNDING INFORMATION: N/A

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

RECOMMENDATION: Request the Board approve this ordinance amending Sections 27-29, 27-30, and 27-31 of the Flagler County Code of Ordinances.

ATTACHMENTS:

1. Ordinance
2. Proof of Advertising Legal Notice

ORDINANCE 2023 - ____

AN ORDINANCE OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING CHAPTER TWENTY-SEVEN, ARTICLE II, SECTIONS 27-29, 27-30, AND 27-31 OF THE FLAGLER COUNTY CODE PROHIBITING THE INTENTIONAL RELEASE OF A BALLOON OR SKY LANTERN TO THE ATMOSPHERE; PROVIDING FINDINGS; PROVIDING DEFINITIONS; PROVIDING VIOLATIONS; PROVIDING EXEMPTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 403.41315, Florida Statutes, provides that a comprehensive illegal dumping, litter, and marine debris control and prevention program is necessary to protect Florida's beauty, environment, and economy, which, among other things, is to include a prohibition on the release of balloons pursuant to section 379.233, Florida Statutes;

WHEREAS, section 379.233, Florida Statutes, provides that the release of balloons into the atmosphere poses a danger and nuisance to the environment, particularly to wildlife and marine animals, and prohibits a person from intentionally releasing ten (10) or more balloons within a 24-hour period;

WHEREAS, sky lanterns are a type of balloon which require fire underneath to propel them, and as such, are classified as "fireworks" pursuant to section 791.01, Florida Statutes;

WHEREAS, section 791.012, Florida Statutes, requires outdoor displays of fireworks to be governed by the National Fire Protection Association (NFPA);

WHEREAS, the NFPA Codes and Standards, as amended, are adopted by reference in section 14-59 Flagler County Code of Ordinances.

WHEREAS, Chapter 10.10.9.3 of the NFPA prohibits the use of unmanned, free-floating sky lanterns and similar devices utilizing an open flame;

WHEREAS, the Flagler County Board of County Commissioners intends to protect the public, economy, wildlife and marine animals by prohibiting the intentional release of balloons and sky lanterns;

WHEREAS, public notice of the adoption of this Ordinance has been provided in accordance with section 125.66(2)(a), Florida Statutes; and

NOW THEREFORE, be it ordained by the Board of County Commissioners of Flagler County:

SECTION 1. FINDINGS

The above recitals are incorporated herein as true and correct and establish the legislative intent of this Ordinance.

SECTION 2. FLAGLER COUNTY CODE OF ORDINANCES AMENDMENT

Section 27-29 of the Flagler County Code of Ordinances is hereby amended as follows (additions are shown in underline format, deletions are shown in ~~striketrough~~ format):

Sec. 27-29. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Abandoned property* means all tangible personal property which does not have an identifiable owner or which has been left on public or private property in a whole, part of a whole, wrecked, inoperative or partially dismantled condition or which has no apparent real value to the rightful owner.

(b) *Act of litter*. ~~It is an act of litter~~ means to grow, accumulate, maintain, store, transport, discard or dispose of litter in or on any public or private property, right-of-way or easement or in or upon any canal, lake, river or other body of water over which the county has or may exercise its jurisdiction, and which constitutes a nuisance.

(c) *Balloon* means a nonporous inflatable bag made from materials including but not limited to rubber, latex, polychloroprene, metalized plastic or nylon, that is inflated or filled with air or gas lighter-than-air, such as helium, hydrogen, nitrous oxide, or oxygen to provide buoyancy so that it will rise and float in the atmosphere.

(d) *Building materials* means any construction materials or waste resulting from construction, alteration or demolition of buildings or structures, including but not limited to block, brick, lumber, hardware, doors, windows, glass, siding, metals, aggregates, cement, poles, roofing, plumbing, mechanical, electrical or similar materials and all packaging materials associated with such materials.

(e) *Code inspector* means any code enforcement officer or any other enforcement agency or department whose duty is to ensure ordinance or code compliance, including the county's director of solid waste management.

(f) *Container* means any enclosed receptacle, formed or flexible, covering or containing and controlling substances, including but not limited to a plastic garbage bag, a barrel, a box, a trashcan, a cylinder, a drum, a carton, a vat or mobile storage tank.

(g) *Controlled litter* means litter screened or blocked from the public's view and smell by use of containers, bags, screens, fences, walls, coverings or structures as strong and durable as necessary to control and maintain the sight and smell of the litter pending transportation and disposal of the litter. When existing controls are not effective in controlling litter, then fencing, screening, posting of property, and/or litter receptacles, or other lawful controls shall be provided by the property owner.

(h) *Discarded appliance or item* means any machine, instrument, item or device, including but not limited to machinery, implements, refrigerators, freezers, washers, dryers, air conditioners, heaters, lawn equipment, furniture, household furnishings and ranges and similar items, that has been abandoned, discarded or cast aside, which is not in the normal place for use or not in the normal use on the premises of a home or rental unit or not held for sale or use in a place of business.

(i) *Fencing* means a structure or barrier erected on or around a parcel of land or object to protect and prevent passage in or out, especially a structure separating yards, fields, etc., constructed of posts, boards, rails, pickets, wire, or iron structures consisting of vertical or horizontal bars or open lattice work.

(j) *Handbill* means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed matter of literature, personal, political, religious or commercial sales or advertising.

(k) *Litter* means unused, unusable, unwanted, rejected, discarded, abandoned, neglected or scattered materials, equipment, items or property, in whole or part, whether natural or manmade, on, upon or in real or personal property or in or upon any canal, lake, river or other body of water of whatever kind or type over which the county has or may exercise its jurisdiction, including but not limited to:

Garbage

Trash

Waste

Refuse

Debris

Rubbish

Glass

Paper

Plastic

Yard clippings

Tree trimmings

Open containers

Open receptacles

Discarded appliances

Abandoned vehicles

Cans

Neglected machinery

Uncontrolled chemicals

Handbills

Tires

Building materials

Unsanitary matter

Signs

Dead animals

Animal parts

Building bonfires

Uncontrolled vegetation

(l) *Owner* means either a person, firm, partnership, corporation or association, public or quasi-public corporation, including but not limited to a resident, tenant, occupant or person in charge of any building, home or premises or any person acting in the owner's behalf, who owns or possesses any personal or real property.

(m) *Premises* means a parcel of land; a platted or unplatted lot or part thereof; or an occupied or unoccupied dwelling, building or accessory structure or part or curtilage thereof.

(n) *Property* means any real or personal property or any part or portion thereof.

(o) *Screening* means to separate, obscure, contain or cut off from view or to shelter or protect with a hedge, mound or enclosed fence or curtain of dense or solid fabrication.

(p) *Sky lantern* means a device that has a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the atmosphere. Sky lanterns shall not include hot-air balloons used for transporting persons.

(q) *Vehicle* means any conveyance used for carrying persons or things or parts thereof, including but not limited to motor vehicles, cars, trucks, boats, parts of boats, machines, tractors, rollers or backhoes, including items that are pulled or pushed such as mobile homes, trailers and wagons of all types, campers, tricycles or bicycles.

(r) *Waste* means tangible goods, byproducts, unused items, or abandoned, discarded, neglected or rejected items such as building materials, unrecycled goods, rubbish, abandoned vehicles and appliances.

Section 27-30 of the Flagler County Code of Ordinances is hereby amended as follows (additions are shown in underline format, deletions are shown in ~~striketrough~~ format):

Sec. 27-30. - Violations.

It shall be a violation of this article:

(3) For any person to intentionally release, organize the release of, or intentionally cause to be released any balloon or sky lantern to the atmosphere.

Section 27-31 of the Flagler County Code of Ordinances is hereby amended as follows (additions are shown in underline format, deletions are shown in ~~striketrough~~ format):

Sec. 27-31. - Exceptions.

The following shall be exempted from compliance with this article:

(7) Balloons or sky lanterns released to the atmosphere by a person on behalf of a governmental agency or pursuant to governmental contract for scientific or meteorological purposes.

(8) Balloons released indoors.

SECTION 3. CODIFICATION AND SCRIVENER'S ERRORS

- A. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of Flagler County, Florida, as additions and amendments thereto, and shall be appropriately renumbered or re-lettered to conform to the uniform numbering system of the Code. Scrivener's errors may be corrected as deemed necessary.
- B. Only Section 2 herein shall be codified within the Flagler County Code of Ordinances. Sections not specifically amended herein shall remain unchanged by this Ordinance.

SECTION 4. SEVERABILITY

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect upon filing with the Secretary of State as provided in Section 125.66, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

PASSED AND ADOPTED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, THIS 3RD DAY OF APRIL 2023.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Gregory L. Hansen, Chair

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2023.03.21 09:26:05 -04'00'

Sean S. Moylan, Deputy County Attorney

THE FLAGLER/PALM COAST
NEWS-TRIBUNE P.O. Box 630476, Cincinnati, OH 45263-0476

PROOF OF PUBLICATION

Jennifer Miller
Purchasing
Flagler County Board Of County Commissioners
1769 E Moody BLVD # 306
Bunnell FL 32110-6355

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who, on oath says that he/she is LEGAL COORDINATOR of The Flagler/Palm Coast NEWS-TRIBUNE, a weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a Bids & Proposals in the Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

03/22/2023

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida each Wednesday and has been entered as second-class mail matter at the post office in said Flagler Beach, in said Flagler County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 03/22/2023

[Handwritten Signature]

Legal Clerk

[Handwritten Signature]

Notary, State of WI, County of Brown

[Handwritten Signature]
3/27/23

My commission expires

Publication Cost: \$35.36

Order No: 8588388

Customer No: 465546

PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NOTICE BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS FOR CONSIDERATION OF PROPOSED ORDINANCE TITLED SIMILAR TO:
AN ORDINANCE OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING CHAPTER TWENTY-SEVEN, ARTICLE II, SECTIONS 27-29, 27-30, AND 27-31 OF THE FLAGLER COUNTY CODE PROHIBITING THE INTENTIONAL RELEASE OF A BALLOON OR SKY LANTERN TO THE ATMOSPHERE; PROVIDING FINDINGS; PROVIDING DEFINITIONS; PROVIDING VIOLATIONS; PROVIDING EXEMPTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Public hearing on the above-captioned matter will be held as follows:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS - April 3, 2023, at 9:30 a.m., or as soon thereafter as possible. The hearing will be held in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida.

All interested persons are urged to attend the public hearing and be heard. Anyone wishing to express their opinion may attend, or telephone 386-313-4005 or write to: Flagler County Board of County Commissioners, 1769 E. Moody Blvd, Building 2, Bunnell, FL 32110 or email to publiccomments@flaglercounty.gov. Staff reports and other pertinent information are available for review at the Flagler County Administration Office, 1769 East Moody Boulevard, Bldg. 2, Bunnell, Florida 32110.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING, A RECORD OF THE PROCEEDINGS MAY BE NEEDED AND, FOR SUCH PURPOSES, THE PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT COUNTY ADMINISTRATION AT 386-313-4001 AT LEAST 48 HOURS PRIOR TO THE MEETING.

NT#588388 March 22, 2023 11

KAITLYN FELTY
Notary Public
State of Wisconsin

