



# City of Palm Coast Agenda COUNCIL WORKSHOP

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
www.palmcoastgov.com

*Mayor Milissa Holland*  
*Vice Mayor Nick Klufas*  
*Council Member Eddie Branquinho*  
*Council Member Robert G. Cuff*  
*Council Member Jack D. Howell, II*

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**Tuesday, August 27, 2019**

**9:00 AM**

**CITY HALL**

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**City Staff**

**Matthew Morton, City Manager**

**William Reischmann, City Attorney**

**Virginia A. Smith, City Clerk**

- > Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- > Other matters of concern may be discussed as determined by City Council.
- > If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
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- > City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- > All pagers and cell phones are to remain OFF while City Council is in session.

**A CALL TO ORDER**

**B PLEDGE OF ALLEGIANCE TO THE FLAG**

**C ROLL CALL**

**D PUBLIC PARTICIPATION**

**E PRESENTATIONS**

- 1 PRESENTATION OF THE FY 2020 FINAL PROPOSED BUDGET FOR ALL APPROPRIATED FUNDS**
- 2 RESOLUTION 2019-XX APPROVING FISCAL YEAR 2019-2020 CITY COUNCIL PRIORITIES**
- 3 RESOLUTION 2019-XX APPROVING EXPENSES ASSOCIATED WITH PHASE 1 OF THE INDIAN TRAILS SPORTS COMPLEX FIELD 1 & 2 CONVERSION**

**4 RESOLUTION 2019-XX APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH  
IAFF LOCAL 4807**

**F WRITTEN ITEMS**

**5 RESOLUTION 2019-XX APPROVING MASTER PRICE AGREEMENTS FOR UTILITY SUPPLIES**

**6 RESOLUTION 2019-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE  
SUPERVISOR OF ELECTIONS FOR THE 2020 CITY ELECTION**

**G PUBLIC PARTICIPATION**

**H DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA**

**I DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

**J DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

**K ADJOURNMENT**

**7 CALENDAR/WORKSHEET**

# City of Palm Coast, Florida Agenda Item

Agenda Date: 08/27/2019

<b>Department</b>	FINANCE	<b>Amount</b>
<b>Item Key</b>	6825	<b>Account</b>
<b>Subject</b>	Presentation of the FY 2020 Final Proposed Budget for all Appropriated Funds	
<b>Background :</b>	The Director of Financial Services will present to the City Council the FY 2020 Final Proposed Budget for all Appropriated Funds.	
<b>Recommended Action :</b>	For Presentation Only	

# Fiscal Year 2020 Final Proposed Budget

Tuesday, August 27, 2019



Presented by:  
Helena P. Alves, CGFO, CIA, MBA  
Financial Services Director



# BUDGET PRESENTATION TIMELINE

## JAN - MAR

- Annual Financial Audit
- Annual Progress Report
- Survey Results
- Annual City Council SAP evaluation
- Review 10 year CIP Plan

## APR - JUNE

- YTD Budget Results Presentation
- Fund Accounting & Revenue Restrictions Presentation
- Property Tax Presentation



# JUL - SEPT

- Adopt Maximum Millage Rate
- Budget Workshop Presentations to City Council
  - General Fund 7/09 & 7/16
  - Proprietary Funds 7/30
  - CIP & All Other Funds 8/13
  - Final Proposed Budget – All Funds 8/27
- Public Hearings to Adopt Tentative 9/04 and Final 9/18 Millage Rate & Budget

# OCT - DEC

- FY19 Year End Close-Out
- End of Year Review with Departments



# Presentation Overview:

- Addressing Council Priorities
- Personnel Changes
- FY 2020 Proposed Budget Summary
- Budget by Fund
- Millage Rate
- Next Steps



City Council Priority	Impact to General Fund	Impact to Other Funds
Street Maintenance - Pavement Management Program	N/A	Fully Funded for FY2020 in Streets Improvements Fund
Public Works Facility	N/A	Near-Term and Phased Improvements included in Capital Projects Fund
Streetlight Master Plan	\$950,000 (+\$130,000/FY19) for operational costs related to streetlights	Additional Construction Phases included In Street Improvements Fund
Shop Local Campaign	\$12,000 for Advertising/Marketing	\$5,000 for Advertising/ Marketing in BAC Fund
Utilize all Communication Mediums	\$5,000 for Social Media Monitoring  \$26,500 for Additional Advertising (Palm Coast Connect, Weekly Radio, etc.)	N/A



City Council Priority	Impact to General Fund	Impact to Other Funds
Innovation District – Overall	Added Innovation & Economic Development Coordinator Position  +\$10,000 Advertising/ Marketing for Green Industry/ Medical & Tech Summits	N/A
Create an Art District	N/A	Included in SR100 CRA Budget
Innovation District Marketing Plan	N/A	Included in SR100 CRA Budget
Innovation District Events: <ul style="list-style-type: none"> <li>• Visual Contest with FPC</li> <li>• TEDxTalk</li> <li>• Hackathon</li> </ul>	N/A	Included in SR100 CRA Budget

# FY 2020 PROPOSED BUDGET

# FY 2020 PROPOSED BUDGET - SUMMARY

	Amended 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
General Fund	37,424,362	38,858,252	40,135,081	2,710,719	7%
Utility Fund	42,395,540	44,963,570	45,753,102	3,357,562	8%
Utility Capital Projects Fund	25,862,557	13,254,895	32,252,038	6,389,481	25%
Stormwater Fund	12,884,605	10,402,504	18,381,380	5,496,775	43%
Fleet Fund	6,608,653	6,210,045	8,304,524	1,695,871	26%
IT Enterprise Fund	739,211	739,211	562,506	(176,705)	-24%
IT Internal Service Fund	3,086,781	3,170,924	3,349,293	262,512	9%
Facilities Fund	1,010,608	969,403	1,090,015	79,407	8%
Building Permit Fund	2,333,000	2,333,000	2,915,973	582,973	25%
Capital Projects Fund	7,960,000	8,068,000	8,230,000	270,000	3%
Streets Improvement Fund	5,246,100	3,533,266	8,496,000	3,249,900	62%
Recreation Impact Fee Fund	735,800	896,800	2,644,220	1,908,420	259%
Transportation Impact Fee Fund	2,254,735	2,332,590	11,570,513	9,315,778	413%
All Other Funds	19,289,322	18,051,953	19,247,274	(42,048)	0%
<b>Total Budget</b>	<b>167,831,274</b>	<b>153,784,413</b>	<b>202,931,919</b>	<b>35,100,645</b>	<b>20.9%</b>

Budget includes 3% average merit increase and 2% COLA in January

# GENERAL FUND

# GENERAL FUND SUMMARY

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Estimated Revenue	37,424,362	37,858,252	40,135,081	2,710,719	
Fund Balance Appropriation	-	1,000,000	-	-	
Total Revenue	37,424,362	38,858,252	40,135,081	2,710,719	7.2%
Budgeted Expenditures	37,269,949	37,290,821	39,549,362	2,279,413	
Transfer Reserves to Capital Projects Fund	-	1,000,000	-	-	
Contingency	154,413	567,431	585,719	431,306	
Total Expenditures	37,424,362	38,858,252	40,135,081	2,710,719	7.2%

# GENERAL FUND REVENUES

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Ad Valorem Taxes	22,164,799	22,144,087	24,072,878	1,908,079	8.6%
Communications Services Tax	2,279,670	2,279,670	2,273,504	(6,166)	-0.3%
State Shared Revenue	4,216,396	4,218,396	4,307,847	91,451	2.2%
Recreation Fees	1,608,625	1,690,006	1,790,521	181,896	11.3%
Internal Charges for Services	3,348,592	3,341,301	3,628,124	279,532	8.3%
Local Business Tax Receipt	400,000	425,000	435,000	35,000	8.8%
Zoning & Planning Permits	135,000	165,000	165,000	30,000	22.2%
Code Violations	396,000	471,000	411,000	15,000	3.8%
Interest	66,560	235,000	163,500	96,940	145.6%
Other Miscellaneous Revenue	2,808,720	2,888,792	2,887,707	(17,953)	-0.6%
Appropriated Fund Balance	-	1,000,000	-	-	0.0%
<b>Total Revenue</b>	<b>37,424,362</b>	<b>38,858,252</b>	<b>40,135,081</b>	<b>2,710,719</b>	<b>7.2%</b>

# GENERAL FUND EXPENDITURES

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Administrative Services	4,126,725	4,191,471	4,711,642	584,917	14.2%
Constuction Management & Engineering	1,230,968	1,223,870	1,075,040	(155,928)	-12.7%
Planning & Code Enforcement	4,127,421	4,308,919	4,499,935	372,514	9.0%
Public Safety	12,437,190	12,437,190	13,107,073	669,883	5.4%
Parks & Recreation	3,975,381	3,905,069	4,154,044	178,663	4.5%
Streets & Parks Maintenance	9,202,716	9,049,934	10,381,754	1,179,038	12.8%
Non-Departmental	2,323,961	3,741,799	2,205,593	(118,368)	-5.1%
<b>Total Expenditures</b>	<b>37,424,362</b>	<b>38,858,252</b>	<b>40,135,081</b>	<b>2,710,719</b>	<b>7.2%</b>

## Personnel Changes:

Administrative Assistant, Equipment Operators (3), Upgrade Existing PT Equipment Operator to FT, Senior Finance Technician, Records Specialist, Innovation & Economic Development Coordinator, Staff Assistant, Development Manager, Eliminated Golf Pro, Reclassified seasonal hours to 2 Full Time Parks & Recreation positions

# PROPRIETARY FUNDS



# UTILITY OPERATING FUND

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Revenue	42,395,540	42,963,570	45,753,102	3,357,562	7.9%
Fund Balance Appropriation	-	2,000,000	-	-	
<b>Total Revenues</b>	<b>42,395,540</b>	<b>44,963,570</b>	<b>45,753,102</b>	<b>3,357,562</b>	<b>7.9%</b>
Customer Service & Finance	1,649,507	1,649,086	1,698,565	49,058	3.0%
Administration	876,337	872,982	1,135,502	259,165	29.6%
Wastewater Operations	7,741,443	7,472,455	8,300,800	559,357	7.2%
Water Operations	10,724,788	10,775,815	12,005,958	1,281,170	11.9%
Construction Management	530,292	528,619	548,075	17,783	3.4%
Non-Departmental	20,873,173	23,664,613	22,064,202	1,191,029	5.7%
<b>Total Expenditures</b>	<b>42,395,540</b>	<b>44,963,570</b>	<b>45,753,102</b>	<b>3,357,562</b>	<b>7.9%</b>

## Personnel Changes:

Customer Service Representative  
 Finance Technician  
 Maintenance Technician (Wastewater)  
 Utility Systems Technician (Wastewater)



# UTILITY CAPITAL PROJECT FUND – 5 YEAR PLAN

	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
Impact Fees	5,530,000	5,640,600	5,753,412	5,868,480	5,985,850	6,105,567
Interest on Investments	208,197	119,592	124,445	129,541	134,892	140,510
OKR SAD Interest	235,031	230,408	225,555	220,459	215,108	209,490
Developer Contributions	-	2,500,000	1,500,000	-	-	-
R&R Transfer	4,644,277	5,395,435	5,609,957	5,814,513	7,231,248	7,303,560
Grants	-	1,196,778	-	-	-	-
Debt Proceeds	-	-	14,000,000	22,000,000	3,950,000	-
Misc. Utility Services	1,216,772	1,387,038	1,214,658	1,002,355	1,310,129	1,017,980
Total Water System Improvements	3,460,000	10,545,000	9,135,000	5,940,000	12,990,000	4,475,000
Total Wastewater System Improvements	8,578,123	20,320,000	16,605,000	18,930,000	11,280,000	7,530,000
<b>FUND BALANCE CARRYOVER</b>	<b>18,386,422</b>	<b>1,318,658</b>	<b>1,683,902</b>	<b>9,956,402</b>	<b>2,010,825</b>	<b>2,870,300</b>

# STORMWATER FUND

	Amended 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Revenue	10,284,805	10,402,504	11,231,712	946,907	
Debt Proceeds	2,460,000	-	6,992,148	4,532,148	
Fund Balance Appropriation	139,800	-	157,520	17,720	
<b>Total Revenue</b>	<b>12,884,605</b>	<b>10,402,504</b>	<b>18,381,380</b>	<b>5,496,775</b>	<b>42.7%</b>
Budgeted Expenditures	12,884,605	9,448,907	18,381,380	5,496,775	
Contingency	-	953,597	-	-	
<b>Total Expenditures</b>	<b>12,884,605</b>	<b>10,402,504</b>	<b>18,381,380</b>	<b>5,496,775</b>	<b>42.7%</b>

Personnel Changes:  
 Senior Staff Assistant  
 (6) Equipment Operators  
 Survey Technician



# STORMWATER FUND – 5 YEAR PLAN

	Estimated 2019	Proposed 2020	Projected 2021	Projected 2022	Projected 2023	Projected 2024
<b>REVENUE:</b>						
Stormwater Fees	9,764,805	10,710,156	11,899,595	12,995,325	14,097,344	15,205,654
Ad Valorem Taxes	520,000	521,556	523,121	524,690	526,264	527,843
Grants	57,699	-	-	-	-	-
Debt Proceeds	-	6,992,148	3,060,000	5,270,000	5,360,000	4,760,000
Interest	60,000	-	-	-	-	-
<b>EXPENDITURES:</b>						
Operating Expenditures	7,108,023	8,526,632	10,919,646	11,881,036	11,462,485	12,949,146
Saltwater Canal System	75,000	80,000	85,000	90,000	95,000	100,000
Stormwater Storage/Detention	-	-	-	350,000	1,700,000	450,000
Control Structure Replacements (Weirs)	129,626	1,145,000	110,000	1,500,000	115,000	230,000
Major Pipe & Canal Crossings	156,000	1,580,000	1,460,000	1,470,000	1,660,000	1,580,000
Capacity Improvements	185,000	2,831,000	950,000	950,000	950,000	950,000
Pipe Replacements	700,000	1,695,000	800,000	875,000	930,000	1,010,000
Swale Maintenance Rehab & Renewal	450,000	465,000	490,000	515,000	540,000	847,500
Ditch Maintenance Rehab & Renewal	160,000	220,000	220,000	200,000	170,000	170,000
Weed Control	690,816	612,600	506,600	180,600	190,600	200,600
Freshwater Canal Dredging	-	-	150,000	1,000,000	250,000	2,000,000
New Equipment	748,039	1,226,148	415,000	85,000	770,000	185,000
<b>FUND BALANCE CARRYOVER</b>	<b>1,621,257</b>	<b>1,463,737</b>	<b>840,207</b>	<b>533,586</b>	<b>1,684,109</b>	<b>1,505,360</b>

# BUILDING PERMITS FUND

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Permits, Fees and Miscellaneous	2,318,000	2,318,000	2,318,000	-	
Interest	15,000	15,000	15,000	-	
Appropriated Fund Balance	-	-	582,973	582,973	
<b>Total Revenues</b>	<b>2,333,000</b>	<b>2,333,000</b>	<b>2,915,973</b>	<b>582,973</b>	<b>25.0%</b>
Operating Expenditures	2,165,791	2,273,702	2,915,973	750,182	
Reserves	167,209	59,298	-	(167,209)	
<b>Total Expenditures</b>	<b>2,333,000</b>	<b>2,333,000</b>	<b>2,915,973</b>	<b>582,973</b>	<b>25.0%</b>

## July 2018 – July 2019

- 13,000+ Permits Reviewed/Issued
- 44,218 Inspections Performed

With the increase in development plat related applications, we anticipate these permit numbers to increase next fiscal year.

## Personnel Changes:

Deputy Chief Building Official

Plans Examiner/Building Inspector (as determined)



# INFORMATION TECHNOLOGY FUND

## ENTERPRISE

	Amended 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Fiber Optic Charges & Leases*	288,440	288,440	275,340	(13,100)	
Cell Tower Consulting	20,000	20,000	20,000	-	
Cell Tower Rentals	204,317	263,119	257,166	52,849	
New Cell Towers	-	50,000	-	-	
Interest	-	18,000	10,000	10,000	
Appropriated Fund Balance	226,454	99,652	-	(226,454)	
<b>Total Revenues</b>	<b>739,211</b>	<b>739,211</b>	<b>562,506</b>	<b>(176,705)</b>	<b>-23.9%</b>
Operating Expenditures	342,757	340,557	400,568	57,811	
Cell Tower Consulting	20,000	20,000	20,000	-	
Transfer to Internal Service Fund	326,454	328,654	-	(326,454)	
Capital Outlay	50,000	50,000	141,938	91,938	
<b>Total Expenditures</b>	<b>739,211</b>	<b>739,211</b>	<b>562,506</b>	<b>(176,705)</b>	<b>-23.9%</b>

\*QCST Fiber Lease Final Payment FY 20



# SOLID WASTE FUND

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Solid Waste Fees	8,450,296	8,609,592	8,746,412	296,116	
Interest	-	10,000	10,000	10,000	
<b>Total Revenues</b>	<b>8,450,296</b>	<b>8,619,592</b>	<b>8,756,412</b>	<b>306,116</b>	<b>3.6%</b>
Contractual Services	7,530,559	7,672,517	7,840,045	309,486	
Operating Expenditures	919,737	947,075	916,367	(3,370)	
<b>Total Expenditures</b>	<b>8,450,296</b>	<b>8,619,592</b>	<b>8,756,412</b>	<b>306,116</b>	<b>3.6%</b>



# INTERNAL SERVICE FUNDS



# INFORMATION TECHNOLOGY FUND

## INTERNAL SERVICE

	Amended 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Internal Allocations	1,953,725	1,953,225	3,291,178	1,337,453	
Interfund Transfers for New Equipment	56,602	22,625	58,115	1,513	
Transfer from IT Enterprise Fund	326,454	328,654	-	(326,454)	
Transfer from General Fund	750,000	866,420	-	(750,000)	
<b>Total Revenues</b>	<b>3,086,781</b>	<b>3,170,924</b>	<b>3,349,293</b>	<b>262,512</b>	<b>8.5%</b>
Operating Expenditures	2,965,781	2,931,612	3,161,325	195,544	
Capital	121,000	114,312	123,000	2,000	
Contingency	-	125,000	64,968	64,968	
<b>Total Expenditures</b>	<b>3,086,781</b>	<b>3,170,924</b>	<b>3,349,293</b>	<b>262,512</b>	<b>8.5%</b>

### New Positions:

GIS Specialist

IT Enterprise Services Administrator (Start January 2020)



# COMMUNICATIONS FUND

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Internal Allocation	270,500	270,500	270,500	-	
Interest	-	25,000	-	-	
Loan from Fleet Fund Reserves	324,500	-	-	(324,500)	
Fund Balance Appropriation	1,030,000	-	990,000	(40,000)	
<b>Total Revenues</b>	<b>1,625,000</b>	<b>295,500</b>	<b>1,260,500</b>	<b>(364,500)</b>	<b>-22.4%</b>
Operating Expenditures	50,000	60,000	60,500	10,500	
Equipment	1,575,000	-	1,200,000	(375,000)	
Contingency	-	235,500	-	-	
<b>Total Expenditures</b>	<b>1,625,000</b>	<b>295,500</b>	<b>1,260,500</b>	<b>(364,500)</b>	<b>-22.4%</b>



# FLEET FUND

	Amended 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Internal Allocations	3,593,712	3,593,712	4,296,838	703,126	
Interfund Transfers for New Equipment	1,319,645	1,339,590	2,036,289	716,644	
Fuel Charges (External & Internal)	766,304	783,490	814,700	48,396	
Disposition of Assets	200,000	220,000	200,000	-	
Interest	25,000	50,000	50,000	25,000	
Insurance Settlements	20,000	6,631	20,000	-	
Fund Balance Appropriation	683,992	216,622	886,697	202,705	
<b>Total Revenues</b>	<b>6,608,653</b>	<b>6,210,045</b>	<b>8,304,524</b>	<b>1,695,871</b>	<b>25.7%</b>
Operating Expenditures	2,070,393	1,726,231	2,081,867	11,474	
Capital Expenditures	3,794,547	3,749,814	4,439,292	644,745	
Replacement Ladder Truck	-	-	1,020,000	1,020,000	
Fuel for Resale	743,713	734,000	763,365	19,652	
<b>Total Expenditures</b>	<b>6,608,653</b>	<b>6,210,045</b>	<b>8,304,524</b>	<b>1,695,871</b>	<b>25.7%</b>



# FLEET EQUIPMENT – FY 2020

New Equipment	
<u>Streets &amp; Parks Maintenance:</u>	
Drum Style Brush Chipper	\$81,653
Mini Excavator	\$64,014
Compact Utility Loader & Attachments	\$45,622
F-750 Chipper Truck	\$90,520
Bucket Truck	\$164,496
Ford F-250 Utility Body	\$42,311
<u>Stormwater:</u>	
15 Yard Vac Truck	\$440,123
Full Size Dump Truck	\$158,957
E85 T4 R-Series Compact Excavator	\$94,613
Equipment Trailer	\$17,821
F-450 1 Ton Dump Truck	\$65,192
F-350 Truck	\$68,442
CAT Amphibious Pontoon Excavator	\$231,000

New Equipment cont...	
<u>Utility Department:</u>	
F250 with Utility Body	\$41,711
F-350 with Utility Body & Crane	\$66,814
<u>Fleet Division:</u>	
Fuel Polishing Trailer	\$78,000
Ford F-250 3/4 Ton Extended Cab	\$30,193
Fuel Depot Improvements	\$23,000
<u>Building Division:</u>	
(2) Ford F150	\$60,000
<b>Total Cost for New Equipment</b>	<b>\$1,864,482</b>

Replacements	
White Fleet	\$1,258,072
Mowers/Mower Decks/Utility vehicles	\$344,849
Heavy Equipment	\$971,889
Ladder Truck	\$1,020,000
<b>Total Cost for Replacements</b>	<b>\$3,594,810</b>

**Total Capital Expenditures \$5,459,292**

# FACILITIES FUND

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Internal Allocations	936,329	939,057	1,090,015	153,686	
Fund Balance Appropriation	74,279	30,346	-	(74,279)	
<b>Total Revenues</b>	<b>1,010,608</b>	<b>969,403</b>	<b>1,090,015</b>	<b>79,407</b>	<b>7.9%</b>
Operating Expenditures	1,010,608	969,403	1,057,215	46,607	
Contingency	-	-	32,800	32,800	
<b>Total Expenditures</b>	<b>1,010,608</b>	<b>969,403</b>	<b>1,090,015</b>	<b>79,407</b>	<b>7.9%</b>

City departmental contributions to provide maintenance services to City facilities



# HEALTH INSURANCE FUND

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
Premium Charges	5,346,294	5,346,294	5,451,889	105,595	
Interest	10,000	85,000	50,000	40,000	
<b>Total Revenues</b>	<b>5,356,294</b>	<b>5,431,294</b>	<b>5,501,889</b>	<b>145,595</b>	<b>2.7%</b>
Operating Expenditures	5,004,260	4,932,601	5,501,889	497,629	
Contingency	352,034	498,693	-	(352,034)	
<b>Total Expenditures</b>	<b>5,356,294</b>	<b>5,431,294</b>	<b>5,501,889</b>	<b>145,595</b>	<b>2.7%</b>

Includes claims, employee clinic, admin fees, stop loss insurance, wellness program and other expenses related to the health insurance program.



# CAPITAL FUNDS

# CAPITAL PROJECTS FUND - REVENUE



	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
REVENUES:						
Small County Surtax	3,250,000	3,255,395	3,353,057	3,520,710	3,696,745	3,881,582
Transfer Recreation Impact Fees	550,000	804,220	804,220	804,220	-	-
Transfer from CRA (Community Wing)	923,000	-	-	-	-	-
Transfer from Fleet Fund (Public Works)	-	-	300,000	300,000	-	-
Transfer from Utility Fund (Public Works)	2,000,000	-	983,750	983,750	-	-
Appropriation of Utility Reserves Transfer - Public Works	-	-	2,000,000	-	-	-
Transfer from Stormwater Fund (Public Works)	-	-	1,322,500	1,322,500	-	-
Transfer from Building Fund (Public Works)	-	-	66,125	66,125	-	-
Transfer General Fund Reserves	1,000,000	-	-	-	-	-
Interest	65,000	-	-	-	-	-
Grants	280,000	323,047	-	-	-	-



# CAPITAL PROJECTS FUND - EXPENDITURES



	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
<b>EXPENDITURES:</b>						
Sesame Boulevard Path	280,000	-	-	-	-	-
Path Rehab & Renewal	-	30,000	395,000	-	150,000	-
Trailheads, Trail Signs, Commercial District Wayfinding	10,000	-	50,000	-	50,000	-
Transfer to Streets Fund - Citation Path	-	300,000	-	-	-	-
Holland Park Phase II	1,525,000	4,050,000	-	-	-	-
Park Rehab and Renewals	515,000	1,895,000	550,000	255,000	1,340,000	750,000
Information Technology Capital Upgrades	295,000	345,000	300,000	-	1,350,000	-
Community Center	344,000	-	-	-	-	-
City Hall	275,000	400,000	-	-	-	-
Public Works Facility	675,000	1,110,000	7,250,000	6,700,000	-	800,000
Wetland Mitigation Bank Construction	50,000	25,000	200,000	-	-	-
Energy Improvements at City Facilities	90,000	50,000	-	-	-	-
Facilities ADA Transition Plan & Implementation	150,000	25,000	75,000	25,000	75,000	25,000
Utility Reserves for Public Works Fleet Facility	2,000,000	-	-	-	-	-
<b>FUND BALANCE CARRYOVER</b>	<b>4,851,574</b>	<b>1,004,236</b>	<b>1,013,888</b>	<b>1,031,192</b>	<b>1,762,937</b>	<b>4,069,520</b>

# TRANSPORTATION IMPACT FEE FUND

	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
<b>REVENUES:</b>						
Impact Fees	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Interest on Investments	80,000	-	-	-	-	-
Grants	252,590	6,870,513	1,950,000	2,400,000	-	-
<b>EXPENDITURES:</b>						
OKR Widening & Extension	150,000	10,520,513	350,000	-	-	-
Seminole Woods Turn Lane	260,000	-	-	-	-	-
Belle Terre Lane - PCP to Pine Lakes	-	-	-	-	150,000	500,000
Belle Terre Safety Improvements	95,000	250,000	-	2,750,000	-	-
Whiteview Safety Improvements	605,000	-	2,075,000	-	-	-
Traffic Signals	80,000	700,000	-	-	-	-
Transfer to OKR SAD Impact Fees	180,000	100,000	100,000	100,000	100,000	100,000
<b>FUND BALANCE CARRYOVER</b>	<b>4,919,549</b>	<b>2,219,549</b>	<b>3,644,549</b>	<b>5,194,549</b>	<b>6,944,549</b>	<b>8,344,549</b>

# STREETS IMPROVEMENT FUND



	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
<b>REVENUES:</b>						
Local Option Fuel Tax	2,044,829	2,061,346	2,123,186	2,186,882	2,252,488	2,320,063
State Revenue Sharing	697,046	713,417	727,700	742,300	757,100	772,200
Grants	731,390	-	100,000	450,000	-	-
Transfer from Capital Projects Fund (Citation)	-	300,000	-	-	-	-
Interest	60,000	-	-	-	-	-
<b>EXPENDITURES:</b>						
Florida Park Drive Analysis & Improvements	50,000	50,000	-	-	-	-
OKR Extension & Widening	659,458	-	-	-	-	-
Intersection/Turn Lanes	85,000	52,500	65,000	55,000	60,000	50,000
Citation Boulevard Improvements	230,000	1,700,000	-	-	-	-
Sidewalks and Bike Paths	256,500	558,500	50,000	175,000	125,000	275,000
Lakeview Sidewalk (Lamancha to London )	193,880	-	-	-	-	-
Parkway Beautification	-	-	110,000	1,105,000	-	-
Continuous Street Lighting	55,000	250,000	250,000	250,000	250,000	250,000
Bridge Rehab and Renewal	25,200	-	180,000	60,000	250,000	60,000
Traffic Signals	250,000	90,000	100,000	100,000	75,000	550,000
Street Rehab and Renewal	230,000	5,795,000	1,735,000	1,835,000	2,060,000	1,935,000
<b>FUND BALANCE CARRYOVER</b>	<b>5,425,947</b>	<b>4,710</b>	<b>465,596</b>	<b>264,778</b>	<b>454,366</b>	<b>426,629</b>
<i>Funding Need for Pavement Program</i>	-	-	1,600,000	2,000,000	2,000,000	2,000,000

# RECREATION IMPACT FEE FUND

	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
<b>REVENUES:</b>						
Impact Fees	794,800	818,644	826,830	835,099	843,450	851,884
Interest on Investments	12,000	-	-	-	-	-
Grants	90,000	1,339,750	-	-	-	-
<b>EXPENDITURES:</b>						
Recreation Impact Fee Fund Study	12,500	12,500	-	-	-	-
Lehigh Trail Head	165,000	1,127,500	-	-	-	-
Long Creek Nature Preserve	-	700,000	-	-	-	-
Transfer to Capital Projects Fund (Community Center)	550,000	804,220	804,220	804,220	-	-
<b>FUND BALANCE CARRYOVER</b>	<b>536,772</b>	<b>50,946</b>	<b>73,556</b>	<b>104,435</b>	<b>947,885</b>	<b>1,799,769</b>

# FIRE IMPACT FEE FUND

	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
<b>REVENUES:</b>						
Impact Fees	207,252	209,325	211,418	213,532	215,667	217,824
Interest on Investments	18,000	-	-	-	-	-
<b>EXPENDITURES:</b>						
Fire Impact Fee Study	5,000	20,000	-	-	-	-
Projects	-	-	-	-	-	250,000
<b>FUND BALANCE CARRYOVER</b>	<b>1,144,848</b>	<b>1,334,173</b>	<b>1,545,590</b>	<b>1,759,122</b>	<b>1,974,790</b>	<b>1,942,613</b>

# SR100 CRA FUND

	Estimated 2019	Proposed 2020	Proposed 2021	Proposed 2022	Proposed 2023	Proposed 2024
<b>REVENUES:</b>						
Intergovernmental Revenue (County portion)	1,262,776	1,285,945	1,311,700	1,337,900	1,364,700	1,392,000
Tax Increment	721,561	732,010	746,700	761,600	776,800	792,300
Interest	25,000	18,000	-	-	-	-
<b>EXPENDITURES:</b>						
Operating Expenditures	139,785	177,899	181,257	284,682	288,176	291,739
Innovation District Marketing Plan	-	80,000	30,000	-	-	-
Art District Initiatives (located in Innovation District)	-	80,000	10,000	-	-	-
Innovation District Events	-	75,500	75,500	-	-	-
Existing Kickstart Program Repayment	-	-	325,000	325,000	325,000	325,000
Future Kickstart Program Funding	-	-	-	200,000	200,000	200,000
Debt Service	932,377	934,540	937,060	939,913	942,135	942,135
Central Park Community Areas	-	-	-	-	40,000	-
Roundabout Safety Improvements (Town Center - 2)	-	150,000	-	-	-	-
Transfer to Capital Projects - Repayment for Community Wing	823,000	-	-	-	-	-
Transfer to General Fund - Repayment for Bulldog Drive	-	-	400,000	400,000	400,000	-
Transfer to Capital Projects - Community Wing Generator	100,000	-	-	-	-	-
<b>FUND BALANCE CARRYOVER</b>	<b>885,878</b>	<b>1,423,894</b>	<b>1,523,477</b>	<b>1,493,382</b>	<b>1,439,571</b>	<b>1,864,997</b>

FY 20-21 Innovation District Events:  
Visual Contest with FPC, TEDxTalk, Hackathon

# SPECIAL REVENUE FUNDS

# SPECIAL REVENUE FUNDS-REVENUES

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
CDBG	811,673	475,000	822,817	11,144	
Police Education	5,500	8,419	6,419	919	
Disaster Reserve	-	125,000	-	-	
Special Events	187,170	174,300	222,955	35,785	
NSP	-	71,124	-	-	
OKR Special Assessment	427,475	506,002	426,002	(1,473)	
Business Assistance Center	16,500	7,000	5,000	(11,500)	
Developmental Special Projects	-	104,133	-	-	
<b>Total Revenues</b>	<b>1,448,318</b>	<b>1,470,978</b>	<b>1,483,193</b>	<b>34,875</b>	<b>2.4%</b>





# SPECIAL REVENUE FUNDS-EXPENDITURES

	Original 2019	Estimated 2019	Proposed 2020	FY 19-20 Change	Percentage Change
CDBG	811,673	475,000	822,817	11,144	
Police Education	5,500	8,419	6,419	919	
Disaster Reserve	-	125,000	-	-	
Special Events	187,170	174,300	222,955	35,785	
NSP	-	71,124	-	-	
OKR Special Assessment	427,475	506,002	426,002	(1,473)	
Business Assistance Center	16,500	7,000	5,000	(11,500)	
Developmental Special Projects	-	104,133	-	-	
<b>Total Expenditures</b>	<b>1,448,318</b>	<b>1,470,978</b>	<b>1,483,193</b>	<b>34,875</b>	<b>2.4%</b>



# MILLAGE RATE

# MILLAGE RATE

	Millage Rate
FY 2019	4.6989
TRIM Rate	4.6989
Proposed FY 2020	4.6989



# NEXT STEPS

## Action

## Hearing Dates

Adopt Tentative FY 20 Budget,  
Millage Rate & Revised FY 19  
Budget

First Public Hearing:  
Wednesday, Sept. 4<sup>th</sup> 5:05pm

Adopt Final FY 20 Budget &  
Millage Rate

Final Public Hearing:  
Wednesday, Sept. 18<sup>th</sup> 5:05pm

# QUESTIONS



# City of Palm Coast, Florida Agenda Item

Agenda Date: 08/27/2019

<b>Department</b>	PLANNING	<b>Amount</b>
<b>Item Key</b>	7003	<b>Account</b>
<b>Subject:</b> RESOLUTION 2019-XX APPROVING FISCAL YEAR 2019-2020 CITY COUNCIL PRIORITIES		
<b>Background :</b> On February 3, 2017 and February 8, 2017, City Council held special workshops to discuss the Strategic Action Plan. Council provided feedback and direction to staff. On March 14, 2017, staff presented the results of the special meetings and proposed updates to the Strategic Action Plan, including potential additional priorities. City Council provided guidance and discussed the proposal. Further, numerous budget preparation presentations have been conducted at workshops and business meetings that noted the integration of the associated project costs. A resolution with a summary of the proposed updates and priorities are attached to this item. Managing staff of each proposed priority will be present during the meeting to discuss their proposed approach for the next fiscal year. Council's points of interest were transcribed into Exhibit A for formal consideration by City Council.		
<b>Recommended Action :</b> ADOPT RESOLUTION 2019-XX APPROVING FISCAL YEAR 2019-2020 CITY COUNCIL PRIORITIES		

**RESOLUTION 2019 - \_\_\_\_\_**  
**CITY COUNCIL STRATEGIC ACTION PLAN**  
**ADDITIONAL PRIORITIES FOR FISCAL YEAR 2019-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING CITY COUNCIL PRIORITIES FOR FISCAL YEAR 2019-2020; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast City Council continues to support the City’s Vision, Mission, Values, and Goals as set forth in the Strategic Action Plan; and

**WHEREAS**, the City of Palm Coast City Council annually evaluates the Strategic Action Plan to remain nimble and focused on the needs of the community; and

**WHEREAS**, a continual year-long process has been established to track progress and ensure effective stewardship of annual priorities and fiduciary responsibility to the citizens of Palm Coast.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:**

**SECTION 1. APPROVAL OF ADDITIONAL CITY COUNCIL PRIORITIES.** The City Council of the City of Palm Coast hereby approves the City Council priorities, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 2. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 3. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 4. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution, including, but not limited to, inclusion of supporting projects and programs to further the additional City Council priorities in the budget process for further City Council consideration.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 3<sup>rd</sup> day of September 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – Fiscal Year 2019-2020 City Council Priorities

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.



## Exhibit A

### Fiscal Year 2019-2020 City Council Priorities

#### A. Innovation District:

- 1) Develop a marketing program to recruit and host medical and technology summits and retreats to the area (Pending Budget Adoption)
- 2) Create a program to recruit professional and higher paying jobs (green industry) to the area (Pending Budget Adoption)
- 3) Create an Art District for Innovation District and establish funding support through revenues generated within the District (Pending Budget Adoption)
- 4) Develop a comprehensive Marketing Plan for the Innovation District (Pending Budget Adoption)
- 5) Host identified events in the Innovation District (Pending Budget Adoption)
- 6) Attract an education partner to the Innovation District that aligns with our Vision, complements the Flagler County School's Flagship Programs, and will foster the diversity of our workforce
- 7) Seek partnerships with local talent and complementing businesses to foster growth at the Tennis Center to expand on the community's rich sports history

#### B. Business Friendly Initiative:

- 1) Develop a Business Friendly Initiative to ensure enhanced customer service and communication, simplify and streamline regulatory processes, and provide support through training along with other guidance resources

#### C. Community Engagement:

- 1) Utilize all communication mediums and platforms to inform our citizens of important matters (Pending Budget Adoption)
- 2) Create an aggressive education Shop Local campaign and establish a measurable goal to increase community awareness and sales tax revenue (Pending Budget Adoption)
- 3) Identify customer service resources and response expectations resulting from platform implementation through PalmCoastConnect

#### D. Service Delivery and Efficiency:

- 1) Ensure that the Public Works Facility is top priority facility project and commence with initial improvements (Pending Budget Adoption)
- 2) Identify Public Works staff to receive training and certifications to supplement electrical service demands
- 3) Begin the examination of recycling handling options for waste collection services

- 4) Identify water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding
- 5) Manage swale complaints through a priority ranking approach to ensure that critical issues are addressed immediately
- 6) Continue to improve communication infrastructure and ensure redundancy as part of basic infrastructure needs
- 7) Establish succession plan and budgetary needs to ensure continuum of institutional knowledge for critical service departments including Utility, Public Works and Fire

E. Streetlights and Safety:

- 1) Implement continuous street lighting program for major roads (Pending Budget Adoption)
- 2) Evaluate residential areas for additional street lighting for safety and reduction of crime
- 3) Evaluate potential legislative actions to support the Sheriff's Office regarding criminal activity associated with homelessness
- 4) Implement the plan for emergency communication upgrades in consultation with Flagler County and other partners
- 5) Through emergency communication validation process, identify areas with poor or no reception
- 6) Monitor the progress of City-wide camera (security) master plan to include inventory and viewable coverage to determine if additional cameras are needed

F. Street Maintenance:

- 1) Ensure funding of streets maintenance program for current and future fiscal years (Pending Budget Adoption)
- 2) As part of street resurfacing and maintenance program, incorporate enhancements to support the use of autonomous vehicles
- 3) As part of street resurfacing and maintenance program, intersection safety improvements shall be conducted to address turn radius conflicts

G. Smart City and Fiber:

- 1) Identify potential infrastructure enhancements needed to ensure the City is prepared for technology enhancements (i.e. fiber, autonomous vehicles, etc.)
- 2) Evaluate fiber initiative with the University of Florida Whitney Lab facilities to determine mutually beneficial opportunities
- 3) Develop a master plan that depicts the existing and future expansion of the fiber infrastructure
- 4) Based on the Fiber Master Plan, determine the feasibility of requiring existing and proposed development to incorporate fiber infrastructure

# 2019 Strategic Action Plan Establishing Priorities

City Council Workshop - August 27, 2019



# Where we are:

## JAN - MAR

- Annual Financial Audit
- Annual Progress Report
- Survey Results
- Annual City Council  
SAP evaluation
- Review 10 year CIP Plan

## APR - JUNE

- YTD Budget Results Presentation
- Fund Accounting & Revenue  
Restrictions Presentation
- Property Tax Presentation



# Where we are:

## JUL - SEPT

- Adopt Council Priorities
- Adopt Maximum Millage Rate
- Budget Workshop
- Presentations to City Council
- Public Hearings to Adopt Tentative and Final Millage Rate & Budget

## OCT - DEC

- FY19 Year End Close-Out
- End of Year Review with Departments

# Policy to Reality Process

- Past and Present Adopted Priorities reviewed to ensure that the value added aligns with the City Council's direction
- “Action Agenda” developed that outlines work plans and budget needs
- All performance measures are being evaluated and refined during 3<sup>rd</sup> Quarter Progress Meetings to verify that target brings value and satisfaction to our customers



# Council Focus Areas

- Seven Focus Areas identified in Exhibit A
- Staff is here to discuss and always here to answer any questions



# Next Steps

Adoption of Priorities on September 3, 2019



# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 8/13/2019

<b>Department</b>	Stormwater & Engineering	<b>Amount</b>	\$220,000 (not-to-exceed)
<b>Item Key</b>		<b>Account</b>	#43000099-063000-66008
<b>Subject</b>	RESOLUTION 2019-XX APPROVING EXPENSES ASSOCIATED WITH PHASE 1 OF THE INDIAN TRAILS SPORTS COMPLEX FIELD 1 & 2 CONVERSION		
<b>Background :</b>			
<p>The approved FY2019/20 budget includes \$150,000 for expenses to improve drainage and resod fields #1 and #2 at Indian Trails Sports Complex. City Council previously authorized expenses up to \$150,000 for the materials for this project.</p> <p>At the July 30th City Council workshop, City Council heard a presentation regarding athletic field utilization and directed staff to proceed forward with conversation of fields #1 and #2 for baseball/softball usage to better serve our community. The conversion will provide two (2) softball fields and two (2) T-ball fields.</p> <p>City staff is requesting approval of additional expenditures of \$220,000 related to Phase 1 of the Indian Trails Sports Complex Field 1 &amp; 2 Conversion Project. These additional expenses will include fencing, clay, dugout, bleachers, and backstops. This approval is in addition to previously approved authorization of \$150,000 to improve drainage and resod the fields.</p> <p>City staff is requesting approval of expenditures related to the first phase of field 1 &amp; 2 conversion which will provide (2) softball fields and (2) T-ball fields. Additional funds in the amount of \$220,000 are requested for additional expenses including, but not limited to, fencing, clay, dug-outs, bleachers and back stops.</p> <p>In order to accommodate the additional expenses for Phase 1 of the ITSC Conversion Project, funds were shifted from other CIP Park Rehabilitation Projects.</p>			
<b>SOURCE OF FUNDS WORKSHEET FY 2019/20</b>			
PARKS RENOVATIONS 430000-063000-6608			\$925,000.00
Total Expended/Encumbered to Date.....			\$457,047.31
Pending Work Orders/Contracts.....			0.00
Current (WO/Contract).....			<u>\$220,000.00</u>
<b>Balance</b> .....			<b>\$247,952.69</b>
<b>Recommended Action :</b>			
Adopt Resolution 2019-XX approving expenses associated with phase 1 of the Indian Trails Sports complex field 1 & 2 conversion.			

**RESOLUTION 2019-\_\_\_\_**  
**INDIAN TRAILS SPORTS COMPLEX FIELD 1 & 2 CONVERSION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING THE PURCHASE OF MATERIALS, EQUIPMENT, DESIGN & CONSTRUCTION SERVICES AND RELATED EXPENSES, IN AN AMOUNT NOT-TO-EXCEED \$220,000, FOR INDIAN TRAILS SPORTS COMPLEX FIELDS 1 & 2 PHASE ONE CONVERSION; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; ENTER INTO AGREEMENTS WITH VENDORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City has already approved expenses not-to-exceed \$150,000 related to ITSC Field 1 & drainage & resodding improvements; and

**WHEREAS**, the City of Palm Coast desires to purchase materials, equipment, and related phase one expenses, in an amount not-to-exceed \$220,000, to convert ITSC multi-use fields 1 & 2 into softball and baseball fields; and

**WHEREAS**, the City of Palm Coast desires to enter into agreements with various vendors; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve the expenses and improvements referred to above.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF PURCHASES & CONTRACTS.** The City Council of the City of Palm Coast hereby approves purchasing materials and associated expenses as well as contracts with vendors for the phase one conversion of ITSC multi-use fields 1 & 2 , in an amount not-to-exceed \$220,000.

**SECTION 2. AUTHORIZATION TO NEGOTIATE AND EXECUTE CONTRACTS/PURCHASE AGREEMENTS.** The City Manager, or designee, is hereby authorized to negotiate any related contracts and purchase agreements and execute any necessary documents relating to phase one conversion of ITSC multi-use fields 1 & 2.

**SECTION 3. SEVERABILITY.** If any section or portion of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 3rd day of September 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney

# ITSC FIELD CONVERSION PROJECT

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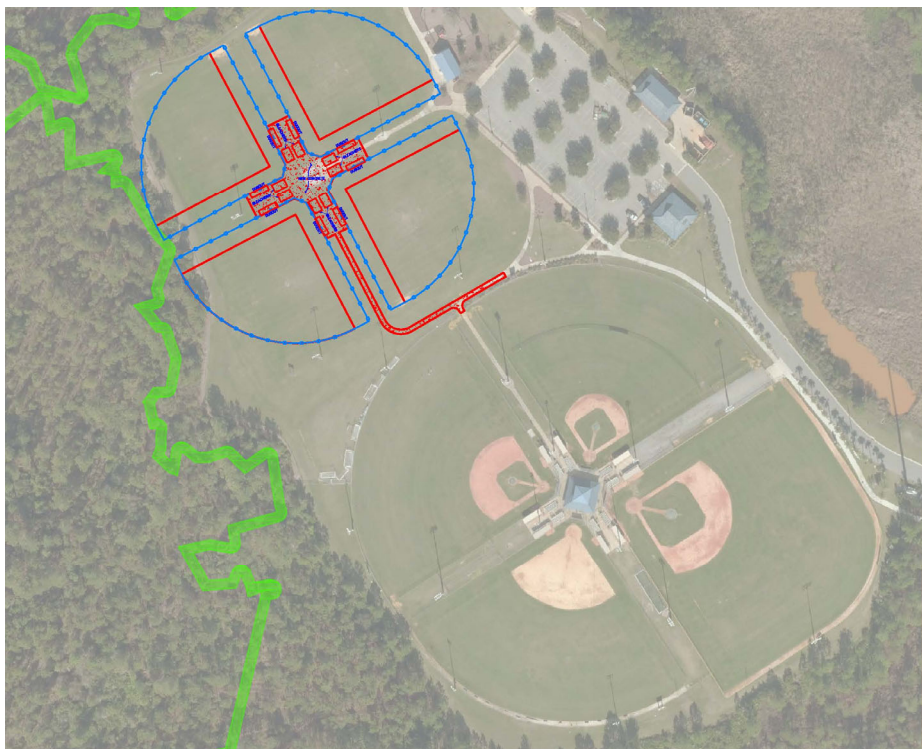
*Parks & Recreation*



# ITSC Field Modifications



# Conversion of Fields 1 & 2



Increase playability for capacity for community users and create ability to host statewide/national tournaments

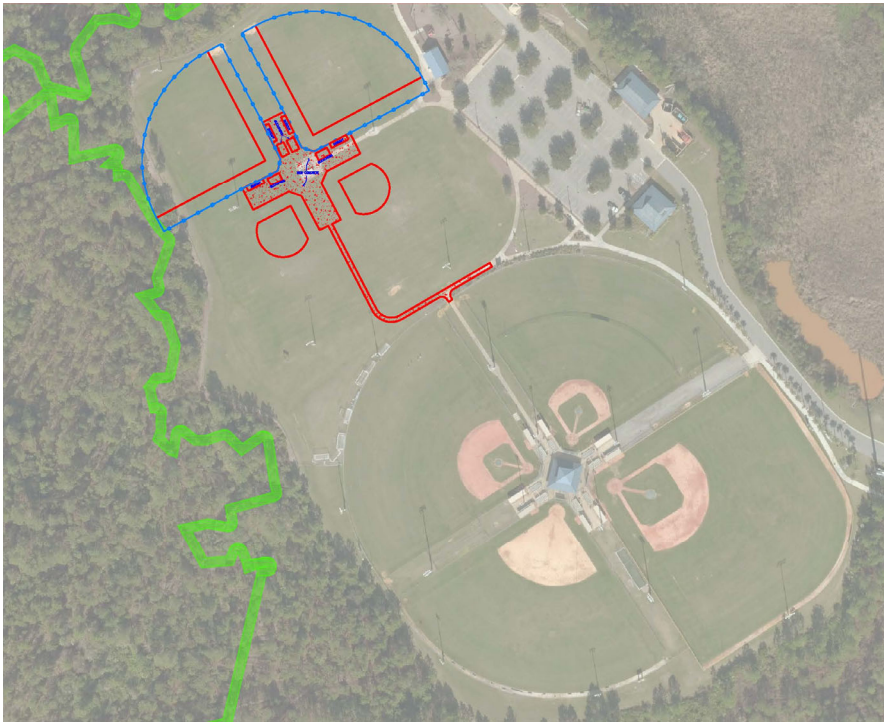
- 2 Junior/Senior Baseball Fields
- 3 Major/Minor Baseball Fields
- 3 Major/Minor Softball Fields\*

\*Fields can be used for baseball with use of portable pitching mounds



*Find Your Florida*

# Field Modification – Phase One Implementation FY-19/20



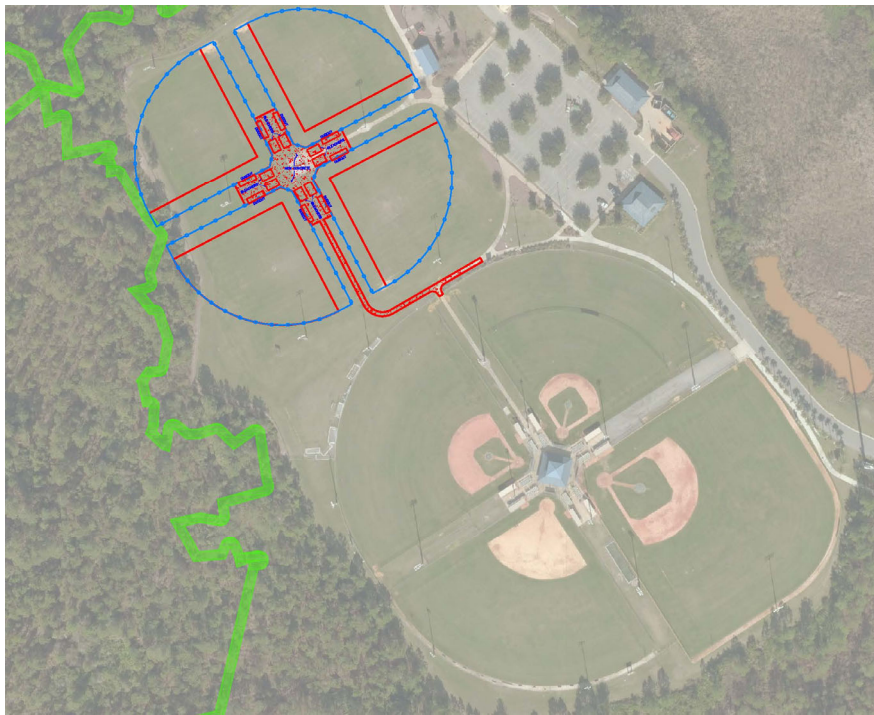
- Provide 2 Softball Fields
  - Fencing
  - Dug-Outs
  - Bleachers
  - Field Lighting Modification  
*(only if funding is available)*
- Provide 2 T-Ball fields  
*(graded for a future baseball field and a softball field)*



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# Field Modification – Future Phase Implementation TBD



- Convert 2 T-Ball fields to a Baseball Field and a Softball Field
  - Fencing
  - Dug-Outs
  - Bleachers
- Field Lighting Modification
- Add Bleacher Covers
- Expand Parking Lot



*Find Your Florida*



# Tournament Impact



# Scheduled Tournament Impact



Date	Group	Sport	Field Conversion Impact
Aug 23-25	Florida Elite	Soccer	Organization will use 8 fields at ITSC, plus off site fields.
Oct. 12-14	ECNL	Soccer	Organization needs 7 fields at ITSC to be successful.
Oct. 19-20	Triple Crown Sports	Lacrosse	Tournament will adjust to limit or expand number of teams by field availability.
Nov. 9-11	Triple Crown Sports	Lacrosse	Tournament will adjust to limit or expand number of teams by field availability.
Dec. 6-8	Soccer Management Company	Soccer	Organization will use 8 fields at ITSC, plus off site fields.
Dec. 13-15	Soccer Management Company	Soccer	Organization will use 8 fields at ITSC, plus off site fields.
Feb. 1 & 2	Soccer Management Company	Soccer	Organization will use 8 fields at ITSC, plus off site fields.
Winter 2020	Triple Crown Sports	Lacrosse	Tournament will adjust to limit or expand number of teams by field availability.
Summer 2020	Triple Crown Sports	Lacrosse	Tournament will adjust to limit or expand number of teams by field availability.
Summer 2020	Palm Coast Little League	Baseball	Palm Coast Little League will seek, and tentatively host regional 1 tournament, 1 state tournament.

# Summary & Next Steps



# Council Action



## Past Council Action (FY19)

- Approval of expenses up to \$150,000 for field 1&2 drainage and resodding
- Work has begun and has been placed on hold pending direction on whether to proceed with field conversion

## Current Council Action

- Concurrence to proceed with Field Conversion
- Approval of expenses up to \$220,000 for costs associated with conversion of fields
- Modify timing of CIP Park Rehab projects to provide funding (ITSC bleacher shade covers & baseball field resodding)



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# THANK YOU

Discussion?



## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/27/2019

<b>Department</b>	HUMAN RESOURCES	<b>Amount</b>
<b>Item Key</b>	6988	<b>Account</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH IAFF LOCAL 4807	
<b>Background :</b>		
<p>In February 2011, the employees of the City of Palm Coast Fire Department held an election to certify the International Association of Fire Fighters Local 4807 (“Union”) as the exclusive bargaining unit for Lieutenants, Fire-Paramedics and Fire-EMTs. Shortly thereafter, the representatives of the City of Palm Coast Administration (“City”) entered into negotiations regarding the initial Collective Bargaining Agreement (“CBA”) between the City and the Union. In October of 2014, the initial CBA between the City and the Union was ratified and adopted by both parties for Fiscal Years 2013 through 2018.</p> <p>The City and the Union have worked diligently to agree upon a successor, three-year contract covering Fiscal Years 2018 through 2021. As a result of the negotiations, the City and the Union have reached an agreement on the successor contract. This successor contract includes a three (3) year wage article providing the same merit and across-the-board increases as for all other employees. Other alterations to the initial agreement include the additional opportunities for a \$.25 (twenty-five cent) per hour incentive for the performance of specified ancillary duties. Holidays (11.2 hours), will be paid in conjunction with its pay period. There are no other significant changes proposed in this contract. The proposed contract was presented for ratification by the membership on August 7, 2019.</p>		
<b>Recommended Action :</b>		
Approve Resolution 2019-XX approving the Collective Bargaining Agreement with IAFF Local 4807.		

**RESOLUTION 2019 - \_\_\_\_\_**  
**COLLECTIVE BARGAINING AGREEMENT**  
**IAFF LOCAL 4807**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING THE TERMS AND CONDITIONS OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE PALM COAST PROFESSIONAL FIREFIGHTERS IAFF LOCAL 4807; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in October 2014 the City of Palm Coast and IAFF Local 4807 entered into an initial Collective Bargaining Agreement; and

**WHEREAS**, the initial Collective Bargaining Agreement between the City of Palm Coast and IAFF Local 4807 was for Fiscal Years 2016 through 2018; and

**WHEREAS**, City Administration and IAFF Local 4807 have negotiated a Successor Bargaining Agreement for Fiscal years 2019- 2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. APPROVAL OF AGREEMENT.** That the City Council hereby approves the terms and conditions of the Successor Collective Bargaining Agreement with IAFF Local 4807, as attached hereto and incorporated by reference as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** That the City Manager, or designee, is hereby authorized to execute the Successor Collective Bargaining Agreement as attached in Exhibit “A.”

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately after its adoption.

**DULY PASSED and ADOPTED** at the meeting of the City Council of the City of Palm Coast on the 3rd of September 2019.

CITY OF PALM COAST, FLORIDA

ATTEST:

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney

Attachments: Local 4807 Collective Bargaining Agreement



PALM COAST PROFESSIONAL  
FIREFIGHTERS  
IAFF LOCAL 4807

AND

CITY OF PALM COAST

COLLECTIVE BARGAINING AGREEMENT

FY 2018-21

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**ARTICLE 1**

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**PREAMBLE**

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This Agreement is entered into by and between the City of Palm Coast, hereafter referred

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to as the “City: and the Palm Coast Professional Firefighters IAFF Local 4807, hereafter referred

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to as the “Union.”

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**ARTICLE 2**

**RECOGNITION**

1. The City recognizes the Union as the exclusive bargaining agent for all public employees in the job classifications included in PERC Certification No. 1763.

2. The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any direct negotiations with the legislative body of the City (City Council) or any of its members. However, nothing prevents City Council members from meeting and discussing work-related issues so long as it does not rise to the level of collective bargaining.

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**ARTICLE 3**

**DUES DEDUCTIONS**

1. Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his/her membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee’s salary shall be forwarded by the City to the Union within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or any liability for the improper deduction of dues within the bargaining unit. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to in good faith comply or attempt to comply with the provisions of this Article.

2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

3. Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union concurrently with ceasing the member's dues deductions.

2 **ARTICLE 4**

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4 **UNION BUSINESS**

5 1. Bargaining unit employees, Union Officers, and Union representatives shall be paid  
6 by the City only when they perform the normal duties of a firefighter. To the extent that these  
7 employees wish to perform Union duties (such as negotiations, grievance processing, attending  
8 Union conventions, etc.) during their normal work schedules, they may utilize union pool time,  
9 annual leave or shift exchanges; provided, however, that they comply with the rules otherwise  
10 applicable to such leave and shift exchanges. Pool time need not be utilized for routine union-  
11 related matters that are mutually agreed upon.

12 2. The City agrees to establish a Union Time Pool as set forth below. The Union Time  
13 Pool is to be used only by the Union President or his designees for the purpose of conducting  
14 union-related activities (such as negotiations, grievance processing, attending Union conventions,  
15 etc.). Union pool leave may not be used for political activities.

16 A. Each bargaining unit employee may donate up to six (6) hours of their  
17 annual leave into the Union Time Pool on January 1 of each year. Any surplus in this leave  
18 bank at the end of any fiscal year shall carry over to the next year, up to a maximum of 350  
19 hours (no leave may be donated above the 350 hour annual cap). Unused annual leave  
20 donated to the Union Time Pool shall not be returned to the donor.

21 B. When time is required for the above mentioned purposes, the Union  
22 President or his designee shall submit to the Fire Chief or his/her designee the required  
23 form specifying the number of hours needed no later than two (2) calendar days prior to  
24 the requested date. This advance notice period may be waived by mutual agreement. Use

1 of time from the Union Time Pool will be subject to the approval of the Fire Chief or his/her  
2 designee. Pool time shall be approved for any of the permissible reasons described above;  
3 however, Pool Time may be denied if the use will result in the Department incurring  
4 overtime, except at the Chief's discretion.

5 C. Union Time Pool hours shall not be considered hours worked for purposes  
6 of overtime.

7 D. Any injury incurred by a bargaining unit employee whose time is being paid  
8 for by the Union Time Pool, or while engaged in activities paid for by the Union Time  
9 Pool, shall not be a considered line of duty injury, nor shall such injury be considered to  
10 have been incurred in the course and scope of employment by the City within the meaning  
11 of Chapter 440, Florida Statutes, as amended.

12 E. The Union agrees to indemnify and hold harmless the City, its agents,  
13 employees and officials from and against any claims, demands, damages or causes of action  
14 of any nature whatsoever, asserted by any person, firm or entity, based on or relating to  
15 any annual leave deduction undertaken under this Article, and agrees to defend at its sole  
16 expense any such claims against the City or its agents, employees or officials. The term  
17 officials as used herein include elected or appointed officials.

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**ARTICLE 5**  
**SEVERABILITY**

If any provision of this Agreement is rendered or declared invalid or illegal by any action of a court or administrative entity with jurisdiction over the City, or by reason of any existing or subsequently enacted legislation, such provision shall be void, and the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is rendered or declared invalid or illegal, the City and the Union shall meet as soon as practicable thereafter to negotiate a replacement provision.

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ARTICLE 6

WORK STOPPAGES

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or refusal to perform assigned work authorized by this Agreement by the employees covered under this Agreement.



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**ARTICLE 7**

**BULLETINBOARDS**

1. The City shall furnish the Union with space for a bulletin board at each fire station to be placed in locations designated by the Fire Chief, or his designee. The Union shall be responsible for providing such bulletin board. The Union shall utilize the bulletin boards only to post the following:

- A. notice of Union meetings;
- B. notice of Union elections and Union election results;
- C. copies of the Union’s constitution and by-laws and amendments thereto;
- D. notice of Union recreational and social affairs;
- E. notices related to dues and assessments;
- F. copies of this Agreement;
- G. names of Union officials (and changes thereto);
- H. minutes of Union meetings.

2. All material to be posted on the bulletin board shall be submitted to the Fire Chief, or his designee, for review simultaneous with posting. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed officials or employees. The Union agrees to police the posting of materials on the bulletin boards. If the Union cannot, or does not, properly police the bulletin boards, the Fire Chief shall provide the Union the opportunity to remove the allegedly violative material, and should the Union fail to do

1 so, the Fire Chief, at his discretion, may revoke the Union's bulletin board privileges at the  
2 offending station for up to six (6) months per violation.

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**ARTICLE 8**

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**INSURANCE**

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1. The City shall provide insurance benefits for all bargaining unit employees in the same manner, including benefit levels and contributions as all other City employees. The City shall also provide any additional insurance required by Florida law.

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2. Group insurance participation by retired employees – retired fire department

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employees and family members shall be able to remain on the City's insurance plan until eligible for Medicare. The retiree is responsible for paying the entire insurance premium cost, both the

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city and employee share.

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**ARTICLE 9**

**EMPLOYEE LEAVE AND BENEFITS**

1. Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave and other benefits in accordance with the City’s and Fire Department’s applicable policies and any amendments thereto.

2. The City agrees that it will not impose residency requirements for any bargaining unit employees for whom no residency requirements existed at their time of hire by the City.

3. The City shall continue its practice with respect to providing Hepatitis B inoculations and a follow-up titer for bargaining unit employees.

4. Bargaining unit employees shall be eligible to participate in the City’s sick leave conversion program as revised February 2014.

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**ARTICLE 10**

**SCOPE OF DUTIES**

1. Bargaining unit employees shall be responsible for performing any and all job duties falling within the generic scope of Fire and Rescue Services. Additionally, bargaining unit employees may be tasked with performing ancillary duties of the type currently being performed (e.g., routine station maintenance, grant writing, etc.) as the need arises.
2. Captains will be permitted to “ride-down” out of class to fill Lieutenant vacancies on a shift-by-shift basis; however, Captains shall not be used to permanently replace Lieutenants.

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**ARTICLE 11**

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**CIVIL EMERGENCIES**

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1. In the event of a declared civil emergency, such as riots, civil disorders, hurricane

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conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City

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Manager or his designee during the time of the declared emergency, provided that the Union is

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notified as soon as is practical, and further provided that wage rates and monetary fringe benefits

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shall not be suspended.

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**ARTICLE 12**

**WAGES**

1. For Fiscal Year 2018-19, bargaining unit employees will receive the same merit and/or across-the-board wage increases, if any, as the City-wide wage increases provided to all other City employees. Bargaining unit employees will also receive the same service awards as provided to all other employees in Fiscal Year 2018-19, The City shall provide the Fiscal Year 2018-19, merit and/or across-the-board increases retroactive to October 1, 2018 for eligible employees still employed with the City as of the ratification of this Agreement by both parties.

2. For Fiscal Year 2019-20, bargaining unit employees will receive the same merit and/or across-the-board wage increases, if any, as the City-wide wage increases provided to all other City employees. Bargaining unit employees will also receive the same service awards as provided to all other City employees in Fiscal Year 2019-20.

3. For Fiscal Year 2020-21, bargaining unit employees will receive the same merit and/or across-the-board wage increases, if any, as the City-wide wage increases provided to all other City employees. Bargaining unit employees will also receive the same service awards as provided to all other City employees. Bargaining unit employees will also receive the same service awards as provided to all other City employees in Fiscal Year 2020-21.

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**ARTICLE 13**

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**HOLIDAYS**

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1. Bargaining unit employees shall be paid 11.2 hours for each of the holidays that are currently

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recognized for them (or subsequently provided to any other City employees), and for which they

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were employed by the City. Holiday will be paid upon occurrence of the holiday in conjunction

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with its pay period.



2 **ARTICLE 14**

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4 **GRIEVANCE AND ARBITRATION PROCEDURES**

5 1. Bargaining unit members will follow all written and verbal orders given by  
6 superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with  
7 such orders will not prejudice the right to file a grievance within the time limits contained herein,  
8 nor shall compliance affect the ultimate resolution of the Grievance.

9 2. A grievance is defined as a dispute regarding the interpretation or application of an  
10 express provision of this Agreement. As such, grievances are limited to claims which are  
11 dependent for resolution exclusively upon interpretation or application of one or more express  
12 provisions of this Agreement. No grievance will or need be entertained or processed which does  
13 not meet this definition, is not presented in the manner described herein, and/or is not filed in a  
14 manner provided herein within the time limit prescribed herein. A grievance may be filed by a  
15 bargaining unit employee or the Union. In either case, the procedure to be followed will be the  
16 same. The grievant (whether it be the Union or an individual employee) and management may  
17 agree to waive Step One in any grievance.

18 3. Grievances will be processed in the following manner and strictly in accordance  
19 with the following stated time limits:

20 **STEP ONE:** An aggrieved employee or the Union shall present in writing  
21 the grievance to the employee's Captain within ten (10) business days (defined as  
22 Monday through Friday) of when the aggrieved employee or the Union knew or  
23 should have known of the occurrence of the event(s) which gave rise to the  
24 grievance. (Knowledge by the employee shall be considered knowledge by the

1 Union.) The grievance shall be filed on the prescribed grievance forms developed  
2 jointly by the City and the Union which shall be standard forms used throughout  
3 the grievance procedure. The grievance shall be signed by the employee or the  
4 Union as appropriate and shall state: (a) the date of the alleged events which gave  
5 rise to the grievance; (b) the specific Article or Articles of this Agreement allegedly  
6 violated; (c) a statement of fact pertaining to or giving rise to the alleged grievance;  
7 and (d) the specific relief requested. The Captain shall, within ten (10) business  
8 days after presentation of the grievance, render his or her decision on the grievance  
9 in writing.

10 STEP TWO: Any grievance which cannot be satisfactorily settled at STEP  
11 ONE shall then be taken up by the Fire Chief or his designee. The Grievance can  
12 be amended at any time prior to filing at STEP Two. The grievance, as specified  
13 in writing, shall be filed with the Fire Chief or his designee within ten (10) business  
14 days after the due date for the response in STEP ONE above. The Fire Chief or his  
15 designee shall discuss the grievance with the grievant (whether it be an individual  
16 employee or the Union) and shall, within ten (10) business days after said  
17 discussion, render his or her decision on the grievance in writing.

18 STEP THREE: Any grievance which cannot be satisfactorily settled in  
19 STEP TWO above shall then be taken up with the City Manager. The grievance,  
20 as specified in writing at STEP TWO above shall be filed with the City Manager  
21 within ten (10) business days after the due date for the Fire Chief's response in  
22 STEP TWO above. The City Manager or his/her designee shall discuss the

1 grievance with the grievant (whether it be an individual employee or the Union)

2 and shall, within ten (10) business days after said discussion, render his or her  
3 decision on the grievance in writing.

4 4. If the grievant (whether it be the Union or an individual employee) is not satisfied  
5 with the City Manager's decision in STEP THREE above, the Union, on its own behalf or on  
6 behalf of the individual employee may request arbitration by written notice to the City Manager  
7 within fourteen (14) business days of receipt of the City Manager's decision. Under no  
8 circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original  
9 grievance filed in STEP TWO of the grievance procedure.

10 5. Within ten (10) business days from the delivery of such notice of arbitration, the  
11 party requesting arbitration shall request a list of nine (9) qualified arbitrators who have a residence  
12 within the State of Florida from the Federal Mediation and Conciliation Service. The  
13 determination of which party makes the initial strike will be determined by the toss of a coin, with  
14 the parties thereafter alternately eliminating, one at a time, from said list of names, persons not  
15 acceptable, until only one (1) remains, and this person will be the arbitrator.

16 6. As promptly as possible after the arbitrator has been selected, he or she shall  
17 conduct a hearing between the parties and consider the grievance. The decision of the arbitrator  
18 will be served upon the individual employee or employees involved, the City and the Union, in  
19 writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30)  
20 calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of  
21 the arbitrator, shall be split by the parties. Any party desiring a transcript of the hearing shall bear  
22 the cost of such transcript unless both parties mutually agree to share the cost. Each party shall  
23 bear the expense of its own witnesses and of its own representatives, including attorneys, for

1 purposes of the arbitration hearing.

2 7. The arbitrator shall have no authority to change, amend, add to, subtract from, or  
3 otherwise alter or supplement this Agreement or any part thereof or amended thereto. The  
4 arbitrator shall have no authority to consider or rule upon any matter which is stated in this  
5 Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

6 8. The decision of the arbitrator shall be binding, subject to any appeal or review rights  
7 under applicable law.

8 9. No decision of any arbitrator or the City in any one case shall create a basis for  
9 retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount  
10 of lost wages less any employment compensation and/or interim earnings that otherwise would not  
11 have been earned had the employee not lost wages.

12 10. It is agreed with respect to this grievance and arbitration procedure that:

13 A. It is the intent of the parties that a grievance must be raised at the earliest possible  
14 time. Any grievance, in order to be entertained and processed, must be submitted  
15 in a timely manner by the grievant (whether the grievant be the Union or an  
16 individual employee).

17 B. Grievances not submitted by the grievant in a timely manner shall be conclusively  
18 barred on the merits following the expiration of the prescribed time limit. Such a  
19 time-barred grievance need not be entertained or processed, and only facts disputed  
20 as to the timing will be subject to any arbitration resulting from the matter. A  
21 grievance which is, for any reason, not the subject of a timely response by the City  
22 or by the Department shall be deemed denied at that step and the grievant may  
23 proceed to the next step. The failure to proceed on a timely basis to the next step

1 shall bar the grievance.

2 C. In all cases requiring the aggrieved employee or the Union to timely present or  
3 advance a grievance to a designated City official, hand delivery, email or fax,  
4 Monday through Friday, except holidays hereunder, to the office of that official  
5 shall be required for compliance with prescribed time limits if the designated  
6 official is not personally available for service.

7 11. Bargaining unit employees may not avail themselves of the appeals process set  
8 forth in the City's Policies and Procedures with respect to any matter expressly covered by this  
9 Agreement. Bargaining unit employees may avail themselves of the appeals process set forth in  
10 the City's Policies and Procedures with respect to any matters covered therein which are not  
11 expressly covered by this Agreement, such as discipline and discharge.

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**ARTICLE 15**

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**TIME EXCHANGES**

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1. Bargaining unit employees shall be able to exchange time in accordance with the

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Fire Department's Voluntary Time Trade Standard Operating Procedure as agreed to by the

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parties.

1 ARTICLE 16

2 ENTIRE AGREEMENT/DURATION

3 1. The parties acknowledge that during negotiations which resulted in this agreement,  
4 each had the unlimited right and opportunity to make demands and proposals with respect to any  
5 subject or matter not removed by law from the area of collective bargaining, and that the  
6 understandings and agreements arrived at by both parties after the exercise of that right  
7 and opportunity are set forth in this Agreement. The parties hereto may commence  
8 negotiations, under applicable law, on any  
9 succeeding agreement to take effect upon termination of this Agreement.

10 2. If either the City or the Union desires to modify, amend or terminate this Agreement  
11 at its normal expiration date, official notice of such desire must be given in writing at least ninety  
12 (90) days prior to the termination date of this Agreement. Following receipt of such notice, unless  
13 there is a mutual agreement to the contrary, the City and the Union shall commence negotiations.

14 3. Nothing herein shall preclude the parties from mutually agreeing to reopen this  
15 Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

16 4. This Agreement shall become effective the first full pay period after ratification by  
17 both parties, except where otherwise provided, and shall remain in effect until September 30, 2021.  
18 Thereafter, this Agreement shall remain in effect as provided by applicable law.

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**ARTICLE 17**

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**NONDISCRIMINATION**

5 1. The parties agree that there shall be no discrimination against any bargaining unit employee  
6 due to his/her membership or non-membership in the Union.



1 ARTICLE 18

2 OVERTIME

3 1. Bargaining unit employees shall be paid at the rate of one-and-one-half (1½) times  
4 their regular hourly rate for all hours actually worked in excess of one hundred and six (106) hours  
5 in their two (2) week work cycle.

6 2. Overtime shall be distributed in accordance with the Fire Department's Overtime  
7 Standard Operating Procedure as agreed to by the parties.

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**ARTICLE 19**

**IAFF INSIGNIA**

1. Local 4807 shall be allowed to place one (1) IAFF insignia no larger than 4 inch by 4 inch on the inside of the front lower left windshield or on a side window of each apparatus to which the bargaining unit employees are assigned so long as the insignia does not affect the vision of the driver operator.

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**ARTICLE 20**

**SEVERANCE PAY**

1. Bargaining unit employees who are involuntarily separated from employment due to budgetary constraints or lack of work shall be provided severance pay in the amount of one (1) pay period of the employee’s base pay at the time of separation for each year of service up to a maximum of four (4) pay periods.

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**ARTICLE 21**

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**CIVIL LEAVE**

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1. Bargaining unit employees shall be provided civil leave in accordance with City

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Policy except that employees who are litigants as a result of being sued for a matter arising out of

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the good faith performance of their City job duties shall be eligible for leave.

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**ARTICLE 22**

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**ANNUAL LEAVE**

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1. A minimum of two (2) bargaining unit employees may be off on annual leave at

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any one time on any one shift.

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**ARTICLE 23**

**RETIREMENT**

1. Bargaining unit employees shall be provided retirement benefits in accordance with the City's 401(a) and 457(b) plans, with the same vesting as other city employees.

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**ARTICLE 24**

**CERTIFICATION PAY**

1. Effective October 1, 2016, bargaining unit employees shall be eligible for wage increases upon obtaining the following preferred certifications listed below. Wage increases for obtaining such certifications shall be paid in conjunction with the employees' performance evaluation increases. Under no circumstances shall the combined amount of the employee's certification and merit increase exceed the established City maximum in any Fiscal Year.

2. Bargaining unit employees shall be provided a one-time increase of 1% to their base pay for obtaining Child Safety Technician certification.

3. Bargaining unit employees shall be provided a one-time increase of 1% to their base pay for obtaining Fire Instruction I, II or III.

4. Bargaining unit employees who earn preferred certifications must maintain the certification and use it as directed by the Fire Department. Failure to maintain the certification or use it as directed will result in the loss of the 1% increase.

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**ARTICLE 25**

**EXTRA DUTIES**

1. Effective October 1, 2016, bargaining unit employees assigned by the Fire Department to perform the following extra duties will receive incentive pay of \$0.25 for each hour worked (excluding leave and any other non-working time): EMS Administrator, EMS Field Training Officers (A, B, & C shift), Uniform Supply Officer, American Heart Association Coordinator, Air Pack Technician, Safety Committee Chair, Apparatus Committee Chair, Fire Training Officers (A, B, C shift), Confined Space Officers (A, B, & C shift), Quartermaster, Driver Field Training Officers (A, B, C shift), Honor Guard Commander, Chaplains, Public Education Team Leader, and Peer Fitness Trainers (A, B, C shift).

The bargaining unit employee shall only be paid for two extra duties at any given time.

2. Upon being relieved from performing the above extra duties, the \$0.25 per hour incentive pay shall be removed from the bargaining unit employees' wages.



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**ARTICLE 26**

**BARGAINING UNIT MEMBERS**

Firefighters, Driver/Engineers, and Lieutenants are classified as bargaining unit members.

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**ARTICLE 27**

**TWO HOUR MINIMUM**

Bargaining unit members shall receive a minimum of two hours pay when called in from off-duty, when reporting to work a special detail MERV event, and/or when attending monthly quality assurance meetings.

# FIREFIGHTERS IAFF LOCAL 4807

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*Human Resources*





# FY 2018 - 21

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# Article 8 – Insurance



- Group insurance participation by retired employees
  - Retired fire department employees and family members shall be able to remain on the City's insurance plan until eligible for Medicare. The retiree is responsible for paying the entire insurance premium cost, both the city and employee share.
  - This is consistent with State Law and currently have 5 retirees on the program.



*Find Your Florida*

# ARTICLE 13 - HOLIDAYS

## • PREVIOUSLY

- Paid 11.2 hours for each holiday recognized (12) the last pay period in September.

## • FY 18 – 21

- Paid 11.2 hours for each holiday recognized upon occurrence of the holiday in conjunction with its pay period.



*Find Your Florida*

# ARTICLE 23 - RETIREMENT

- PREVIOUSLY

- 10 year vesting period

- FY 18 -21

- 5 year vesting period as other city employees



*Find Your Florida*

# Article 25 – EXTRA DUTIES



- **ADDED**

- Quartermaster
- Driver Field Training Officers
- Honor Guard Commander
- Chaplains
- Public Education Team Leader



*Find Your Florida*



# THANK YOU

Questions?



## City of Palm Coast, Florida Agenda Item

Agenda Date: 08/27/2019

<p><b>Department</b> UTILITY <b>Item Key</b></p>	<p><b>Amount</b> \$1,036,500.00 <b>Account</b></p>	<p># 54019090 046000 # 54019090 052000 # 54019090 063000 81001 # 54019082 046000 # 54029082 063000 82001</p>
<p><b>Subject</b> RESOLUTION 2019-XX APPROVING ONE-YEAR MASTER PRICE AGREEMENTS WITH FORTILINE AND FERGUSON WATERWORKS TO PURCHASE VARIOUS UTILITY SUPPLIES</p>		
<p><b>Background :</b> The City's Utility Department maintains the water and wastewater facilities throughout its service area and uses various parts to repair or install services and to maintain the City's Utility infrastructure. In order to provide continuous water and wastewater service to our customers, it is necessary to purchase various utility supplies. City staff advertised and solicited bids for various utility supplies in accordance with the City's Purchasing Policy.</p> <p>City staff recommends that City Council approve one-year master price agreements with Fortiline and Ferguson Waterworks. Since these are master price agreements, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council for the remaining portion of Fiscal Year 2019 Budget. City staff estimates \$74,000.00 will be expended within various divisions in the Utility Department. City staff estimates that the City will spend approximately \$962,500.00 annually under the various contracts within the City Council approved budgets. The project bid overview and notice of intent to award are attached to this agenda item.</p>		
<p><b>Recommended Action :</b> ADOPT RESOLUTION 2019-XX APPROVING ONE-YEAR PRICE MASTER PRICE AGREEMENTS WITH FORTILINE AND FERGUSON WATERWORKS TO PURCHASE VARIOUS UTILITY SUPPLIES</p>		

**RESOLUTION 2019- \_\_\_\_\_**  
**APPROVING MASTER PRICE AGREEMENTS**  
**FOR VARIOUS UTILITY SUPPLIES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MASTER PRICE AGREEMENTS FOR THE PURCHASE OF VARIOUS UTILITY SUPPLIES FROM FORTILINE AND FERGUSON WATERWORKS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Fortiline and Ferguson Waterworks have expressed a desire to provide various utility supplies to the City of Palm Coast; and

**WHEREAS,** the City Council of the City of Palm Coast desires to purchase the utility supplies from Fortiline and Ferguson Waterworks.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:**

**SECTION 1. APPROVAL OF AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreements relating to the purchase of various utility supplies, from Fortiline and Ferguson Waterworks which is attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Manager, or designee, is hereby authorized to execute the necessary documents.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 3rd day of September 2019.

**CITY OF PALM COAST**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A: Master Price Agreements Fortiline and Ferguson Waterworks

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney



# City of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

## NOTICE OF INTENT TO AWARD

**Project:** ITB-UT-19-66 Master Price Agreement for Utility Supplies

**Date:** August 7, 2019

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on August 12, 2019.

Firm	Brass Fittings & Tapping Saddles Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	\$552,841.73
<b>Fortiline</b> Concord, NC	<b>\$545,595.26</b>
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$613,936.70
<b>Hayes Pipe Supply, Inc.</b> Tampa, FL	\$603,405.59

Firm	Fire Hydrants Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	\$23,714.92
<b>Fortiline</b> Concord, NC	<b>\$20,984.55</b>
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$22,674.64
<b>Hayes Pipe Supply, Inc.</b> Tampa, FL	\$22,095.29



# City of PALM COAST

Administrative Services & Economic Development  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Firm	Large PVC & Poly Tubing Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	<b>\$58,487.21</b>
<b>Fortiline</b> Concord, NC	\$63,450.22
<b>Core &amp; Main, LP</b> Jacksonville, FL	<b>NO BID</b>
<b>Hayes Pipe Supply, Inc.</b> Tampa, FL	\$65,168.72

Firm	Mechanical Joint Fittings Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	<b>\$8,019.57</b>
<b>Fortiline</b> Concord, NC	\$8,807.56
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$8,989.53
<b>Hayes Pipe Supply, Inc.</b> Tampa, FL	\$8,560.39

Firm	Meter Pits Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	<b>\$153,246.11</b>
<b>Fortiline</b> Concord, NC	\$165,289.72
<b>Core &amp; Main, LP</b> Jacksonville, FL	\$173,917.79
<b>Hayes Pipe Supply, Inc.</b> Tampa, FL	\$165,082.66



# City of PALM COAST

Administrative Services & Economic Development  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

Firm	Small PVC Pipe & PVC Fittings Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	\$58.44
<b>Fortiline</b> Concord, NC	\$56.37
<b>Core &amp; Main, LP</b> Jacksonville, FL	<b>NO BID</b>
<b>Hayes Pipe Supply, Inc.</b> Tampa, FL	\$74.99

Firm	Wastewater Supplies Bid
<b>Ferguson Waterworks</b> Jacksonville, FL	\$49,905.56
<b>Fortiline</b> Concord, NC	\$56,816.81
<b>Core &amp; Main, LP</b> Jacksonville, FL	<b>NO BID</b>
<b>Hayes Pipe Supply, Inc.</b> Tampa, FL	\$60,319.21

The intent of the City of Palm Coast is to award ITB-UT-19-66 to multiple firms as follows:

1. For line items in Group 1, Award to Fortiline
2. For line items in Group 2, Award to Fortiline
3. For line items in Group 3, Award to Ferguson
4. For line items in Group 4, Award to Ferguson
5. For line items in Group 5, Award to Ferguson
6. For line items in Group 6, Award to Fortiline
7. For line items in Group 7, Award to Ferguson



# city of PALM COAST

**Administrative Services & Economic Development**  
Central Services Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3730

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfaigout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.*







# ITB-UT-19-66 - Utility Supplies - Price Agreement

## Project Overview

Project Details	
Reference ID	ITB-UT-19-66
Project Name	Utility Supplies - Price Agreement
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast intends to solicit bid proposals for a one year contract with a vendor(s) capable of providing utility supplies for the City's Utility Department. The contract could be renewed for two each one year periods upon mutual agreement.
Open Date	Jul 10, 2019 8:00 AM EDT
Intent to Bid Due	Jul 25, 2019 1:00 PM EDT
Close Date	Aug 01, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
Fortiline		95.52 pts
Ferguson Waterworks		97.66 pts



## Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 - 5	Aug 01, 2019 2:02 PM EDT	Jesse Scott
References	Aug 01, 2019 2:02 PM EDT	Jesse Scott
Price Schedule	Aug 01, 2019 2:02 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Danny Ashburn	Aug 01, 2019 3:19 PM EDT	No
ralph hand	Aug 05, 2019 8:31 AM EDT	No
Peter Roussell	Aug 05, 2019 7:23 AM EDT	No



Jesse Scott	Aug 01, 2019 2:03 PM EDT	No
chris driggers	Aug 01, 2019 2:24 PM EDT	No



## Project Criteria

Criteria	Points	Description
Forms 1 - 5	Pass/Fail	Completed as requested
Forms 1 - 5	Pass/Fail	Technical Review
References	Pass/Fail	Completed as requested
References	Pass/Fail	Technical Review
Technical Pricing Review	Pass/Fail	Technical Review
Price Schedule - Group 1	14.285 pts	Group 1 Brass Fittings and Tapping Saddles
Price Schedule - Group 2	14.285 pts	Group 2 Fire Hydrants
Price Schedule - Group 3	14.285 pts	Group 3 Large PVC and Poly Tubing
Price Schedule - Group 4	14.285 pts	Group 4 Mechanical Joint Fittings
Price Schedule - Group 5	14.285 pts	Group 5 Meter Pits



Price Schedule - Group 6	14.285 pts	Group 6 Small PVC and PVC fittings
Price Schedule - Group 7	14.285 pts	Group 7 Wastewater Supplies
<b>Total</b>	<b>99.995 pts</b>	



# Scoring Summary

## Active Submissions

	Total	Forms 1 - 5	Forms 1 - 5	References	References
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Ferguson Waterworks	97.66 pts	Pass	Pass	Pass	Pass
Fortiline	95.52 pts	Pass	Pass	Pass	Pass
Hayes Pipe Supply, Inc.	88.5 pts	Pass	Pass	Pass	Pass
Core & Main	51.25 pts	Pass	Mixed	Pass	Mixed



	Technical Pricing Review	Price Schedule - Group 1	Price Schedule - Group 2	Price Schedule - Group 3	Price Schedule - Group 4
Supplier	Pass/Fail	/ 14.285 pts	/ 14.285 pts	/ 14.285 pts	/ 14.285 pts
Ferguson Waterworks	Pass	14.1 pts (\$552,841.73)	12.64 pts (\$23,714.92)	14.29 pts (\$58,487.21)	14.29 pts (\$8,019.57)
Fortiline	Pass	14.29 pts (\$545,595.26)	14.29 pts (\$20,984.55)	13.17 pts (\$63,450.22)	13.01 pts (\$8,807.56)
Hayes Pipe Supply, Inc.	Mixed	12.92 pts (\$603,405.59)	13.57 pts (\$22,095.29)	12.82 pts (\$65,168.72)	13.38 pts (\$8,560.39)
Core & Main	Mixed	12.69 pts (\$613,936.70)	13.22 pts (\$22,674.64)	0.00084 pts (\$999,999,999.99)	12.74 pts (\$8,989.53)

	Price Schedule - Group 5	Price Schedule - Group 6	Price Schedule - Group 7
Supplier	/ 14.285 pts	/ 14.285 pts	/ 14.285 pts
Ferguson Waterworks	14.29 pts (\$153,246.11)	13.78 pts (\$58.44)	14.29 pts (\$49,905.56)



	Price Schedule - Group 5	Price Schedule - Group 6	Price Schedule - Group 7
Supplier	/ 14.285 pts	/ 14.285 pts	/ 14.285 pts
Fortiline	13.24 pts (\$165,289.72)	14.29 pts (\$56.37)	13.25 pts (\$53,816.81)
Hayes Pipe Supply, Inc.	13.26 pts (\$165,082.66)	10.74 pts (\$74.99)	11.82 pts (\$60,319.21)
Core & Main	12.59 pts (\$173,917.79)	0 pts (\$999,999,999.99)	0.00071 pts (\$999,999,999.99)



## City of Palm Coast, Florida Agenda Item

Agenda Date : 08/27/2019

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>	7037	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2019-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE SUPERVISOR OF ELECTIONS FOR THE 2020 CITY ELECTION	
<b>Background :</b>	<p>A City election for Mayor, City Council District 1 and 3 seats will be held during the Flagler County's primary election and general election in 2020. The City Clerk has worked directly with the Supervisor of Elections (SOE) and together they drafted the proposed Interlocal Agreement for the 2020 City Elections.</p> <p>Should the Ordinance relating to Electronic Campaign filing through the SOE's website not be adopted, the responsibilities of campaign filing will remain with the City Clerk.</p> <p>Costs will be limited to the additional cost of ballots, should the SOE's ballot require additional pages due to the City's election and translation costs of any referenda ballot language to Spanish per state law.</p>	
<b>Recommended Action :</b>	ADOPT RESOLUTION 2019-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE SUPERVISOR OF ELECTIONS FOR THE 2020 CITY ELECTION	

**RESOLUTION 2019- \_\_\_\_\_**  
**INTERLOCAL AGREEMENT**  
**FLAGLER COUNTY SUPERVISOR OF ELECTIONS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Flagler County Supervisor of Elections has agreed to conduct the 2020 City of Palm Coast Elections; and

**WHEREAS**, the City desires to enter into an Interlocal Agreement with the Flagler County Supervisor of Elections for the 2020 City Elections.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:**

**SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Interlocal Agreement for the 2020 City Elections with the Flagler County Supervisor of Elections, as incorporated herein by reference and attached hereto as Exhibit “A.”

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Council of the City of Palm Coast hereby authorizes the Mayor to execute the Interlocal Agreement with the Flagler County Supervisor of Elections for the 2020 City Elections.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager is hereby authorized to take any actions necessary to implement the actions taken in this Resolution.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption by the City Council.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 3rd day of September 2019.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

\_\_\_\_\_  
William E. Reischmann, Jr., Esq.  
City Attorney

Attachment: Interlocal Agreement with the Flagler County Supervisor of Elections

**INTERLOCAL AGREEMENT  
FOR ELECTION SERVICES**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **FLAGLER COUNTY SUPERVISOR OF ELECTIONS** (hereinafter the “**Supervisor**”), an elected constitutional officer of Flagler County, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110, and the **CITY OF PALM COAST**, a Florida municipality (hereinafter the “**City**”), whose address is 160 Lake Avenue, Palm Coast, FL 32164.

**WITNESSETH**

**WHEREAS**, it is the intent of the Legislature, pursuant to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements which will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

**WHEREAS**, Supervisor and City desire to mutually cooperate with each other by causing voter access to polling places to be facilitated at the least possible cost to the public; and

**WHEREAS**, Supervisor desires to assist City by conducting the 2020 municipal elections and to likewise reduce the public costs associated with the electoral process; and

**WHEREAS**, Supervisor and City have determined that it is in the best interests of the citizens of the City of Palm Coast that Supervisor and City enter into this Agreement; and

**WHEREAS**, City hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the City Charter or municipal ordinances which may not be addressed or included in this Agreement; and

**WHEREAS**, pursuant to State law, the Supervisor is the legal custodian of the Flagler County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

**WHEREAS**, the parties to this Agreement recognize that Chapters 97 through 106, Florida Statutes, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter or ordinance provision; and

**WHEREAS**, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE IT IS AGREED** as follows:

1. **Authority**. This Agreement is entered into pursuant to the terms of the Election Laws and the constitutional and statutory powers of the City and the Supervisor.
2. **Effect of Recitals**. The recitals set forth above are adopted as findings of fact upon which the parties have relied and are incorporated into this Agreement.
3. **Term/Duration**. The term of this Agreement shall commence upon its filing with the Clerk of the Circuit Court as provided in Section 7 *infra*. The Agreement shall be in effect only for the 2020 City of Palm Coast Primary and General Elections.

4. **Compliance with Local and State Laws.** During the term of this Agreement, each party shall comply with all applicable State and local laws, regulations and ordinances. The parties agree that the City's Municipal Clerk is responsible for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code, and any applicable municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the responsibility of the City.

5. **Supervisor's Election-Related Services.**

(A) Conduct of Elections. The Supervisor shall conduct the City of Palm Coast 2020 Municipal Elections in accordance with Chapters 97 – 106, Florida Statutes. The Supervisor shall conduct all aspects of the primary and regular election, unless otherwise provided or exempted herein, including the programming of the election tabulating equipment, testing the system, certifying the tabulating software as required by the Division of Elections and State Election Code, providing the facility to tabulate the election results, ordering all ballots and precinct registers, and issuing and maintaining the absentee votes.

(B) City Clerk Involvement. Supervisor shall allow the City Clerk to attend and participate in meetings and trainings regarding the elections, including poll worker training.

(C) Campaign Financing Reports. Supervisor will allow the use of online campaign finance reporting for City candidates upon the adoption of Ordinance 2019-\_\_\_\_ of the City Code of Ordinances. Filing status of candidate financial reports may be found on the Supervisor's website at [www.flaglerelections.com](http://www.flaglerelections.com).

(D) Certification of Petitions. The Supervisor shall charge each candidate 10 cents (\$.10) per candidate petition and advise the City Clerk and/or candidate of the number of accepted petitions upon completion of review. The Supervisor will send a Certification of Petitions to each candidate with a copy to the City Clerk.

(E) Costs. Election costs shall be borne by the Supervisor except as further provided herein. Further, the City shall not be responsible for any replacement costs associated with repairs to Supervisor's equipment damaged during the 2020 County-wide elections (primary and general).

(F) Certification. The Supervisor will notify the Division of Elections of the City's elections, qualified candidates, cancellation of election if appropriate, and election results.

(G) Election ballots. The Supervisor shall provide the City with a ballot proof for approval prior to printing ballots.

(H) Absentee Ballots. Supervisor agrees to accept all requests for absentee ballots by telephone, mail, facsimile, email, or in person. Supervisor also agrees to mail absentee and overseas ballots as requested by registered voters; to receive and securely store any voted absentee ballots; to verify the signatures on any returned voted absentee ballot certificates; and to account for all absentee ballots. Supervisor agrees to comply with Chapter 101, Florida Statutes, in all respects.

(I) Sample Ballots. Supervisor is responsible for coordinating the production and mailing of sample ballots to all registered voters in City.

(J) Canvassing Board. The County Canvassing Board shall be legally responsible for regular municipal elections held concurrent with the 2020 primary and general election and the canvass of election returns thereof in accordance with the Election Code.

(K) Change in Location. Should change(s) of polling location(s) become necessary, the Supervisor is responsible for all costs and mailing of "Polling Place Change Notices" to affected voters.

(L) Poll Workers. Supervisor shall select, hire, train and provide poll workers. Supervisor will have back-up poll workers available on Election Days to work as alternates on an as-needed basis, as determined by the Supervisor. Supervisor shall be responsible for training all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations followed or adopted for the conduct of elections in Flagler County.

(M) Schedule. Supervisor shall establish and distribute to City a schedule clearly identifying deadlines relevant to the 2020 elections via mail or posting on the Supervisor's website. Upon execution of this Agreement, said schedule shall include, but not be limited to, qualifying, printing and publication dates by which City is required to submit ballot and other information to Supervisor.

(N) Biographies. Supervisor shall place City candidate biography submissions on the Supervisor's website. (O) Campaign Finance Questions. Campaign finance questions issued to the Supervisor's office will be answered and written questions and responses will be forwarded to the City Clerk.



## **6. CITY ELECTION-RELATED RESPONSIBILITIES.**

(A) Designation. The City shall designate the City Clerk to coordinate with the Supervisor regarding the requirements of this Agreement.

(B) Ballot Items.

1. The City shall provide the Supervisor all referenda ballot items in a timely manner to ensure proper placement on the ballot. Draft versions of any referenda ballot items shall be provided to the Supervisor at least 60 days prior to the first day of qualifying, **April 9, 2020**, to allow for paper size and design of ballot, etc. The City must submit final versions of any ballot referenda no later than the first day of qualifying to allow time for translation into Spanish as required by law. Non-referenda ballot items may not be added or amended later than the last day of qualifying, June 12, 2020.

2. Ballot Costs. The City shall be responsible to pay for ballot printing costs due to City ballot content, which requires ballot length to exceed 8.5 x 14 or larger sized ballot, requires double sided printing on 8.5 x 14 or larger sized ballot, or multiple page ballots, regardless of ballot size and the City shall be responsible for any additional shipping and mailing costs imposed due to ballot size.

3. Spanish Translation. The Supervisor will utilize the Supervisor's vendor to translate any referenda timely submitted to the Supervisor by the City. The Supervisor will submit an invoice with backup materials to the City for reimbursement of the costs of translation.

(C) City Map. At least sixty (60) days prior to the Primary Election and at least sixty (60) days prior to the General Election, the City will provide the Supervisor an updated City map (Shape files) including all annexations or contractions.

(D) Qualify Candidates. The City shall be solely responsible for preparing and providing potential candidates with qualifying packets, and for accepting and processing all qualifying packets, all pertinent information/forms and all campaign finance reports filed through the Supervisor's electronic filing system at time of filing.

(E) Candidate DS-DE 9 and Other Qualifying Forms. The City shall furnish to the Supervisor of Elections' Office a digital copy of the Candidates' DS-DE 9 and other required paperwork as they are filed and no later than 48 hours of receipt.

(F) Ballot Proof. The City shall furnish to the Supervisor the list of qualified candidates, along with copies of the Candidates' Oaths immediately following the close of the qualifying period, and provide approved ballot data to the Supervisor of Elections' Office in Microsoft Word format (in a version compatible with the Supervisor of Elections Office) for preparation of the ballot proof. Upon notification by the Supervisor, the City Clerk shall approve or reject the ballot proof by way of facsimile or email within 24 hours of receipt.

(G) Absentee Ballots. The City shall refer all requests for absentee ballots to the Supervisor on a daily basis by 4:30 p.m. The deadline to accept absentee ballot requests is the tenth (10<sup>th</sup>) day before an election.

(H) Precinct Assistance. The City will assist the Supervisor of Elections, if requested, in locating emergency/alternative polling locations. In such cases, the City

shall place temporary electronic roadway signs, when available, to inform voters of early voting locations and any additional installations of electronic roadway signs as approved by the City.

(I) Notice to Candidates. The City Clerk shall provide written notice to all candidates for City office of the date and time of the Logic and Accuracy testing of the tabulation equipment for the Primary and General Elections by US Certified Mail, if not provided during qualifying.

(J) Advertising. Required legal advertising, including the Notice of Election with City candidate qualifying dates is the responsibility of the City. The City shall incorporate election information into its utility billing cycles immediately preceding the primary and general elections for the 2020 election cycle.

(K) Early Voting Billboards. The City will place directional billboard messages, when available, for early voting and on election days for the 2020 election cycle at the Flagler County Library-Palm Coast branch and the Palm Coast Community Center.

(L) Early Voting Drop Boxes. As the Supervisor will need space for a secure lock box for ballots during the elections, consistent with state laws, the City will provide space at the City's polling location for such equipment on primary and general election early voting days.

(M) Campaign Finance Questions. Questions concerning campaign finance software received by the City shall be forwarded to the Supervisor's office for resolution.

(N) Timeliness of Reports. Timeliness of City candidate financial reporting remains the responsibility of the City Clerk, including late filing, fees and notifications.

(O) Candidate Withdrawal. The City shall, in the event a candidate withdraws, forward the signed withdrawal letter immediately to the Supervisor's Office for scheduling of the final termination campaign finance report by the Supervisor.

7. **Filing of Agreement.** Upon execution, the City shall file and record this Agreement in the official records of the Clerk of Courts of Flagler County, Florida and provide copies to the City Clerk of Palm Coast and the Supervisor.

8. **Indemnification.** Each party, to the extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, their officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to the indemnifying party's actions or omissions arising out of this Agreement and the actions or omissions of the indemnifying party's officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby except to the limited extent provided by Section 768.28, Florida Statutes. This Section 8 shall not inure to the benefit of any third parties.

9. **Public Records.** All records and contracts, of whatever type or nature, required by the Agreement shall be available for audit, inspection and copying in accordance with Article 1, Section 24, Constitution of the State of Florida, and Chapter 119, Florida Statutes. The parties shall retain all records and supporting documentation

applicable to the Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records which the Supervisor maintains or otherwise controls.

10. **Modification**. This Agreement may not be modified or amended except in writing and duly approved and executed by all parties hereto.

11. **Severability**. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

12. **Sovereign Immunity**. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of any party's right to sovereign immunity to third parties under section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law. As such, the parties shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the parties shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and

subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

13. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida except its conflict of laws provisions. The parties agree that venue shall be exclusively within the Seventh Judicial Circuit in and for Flagler County, Florida.

14. **Notices.** All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by Email, certified U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, or to the following individuals at the following locations:

TO SUPERVISOR:

Kaiti Lenhart  
Flagler County Supervisor of Elections  
1769 E. Moody Blvd., Bldg. #2, Suite 101  
PO Box 901  
Bunnell, Florida 32110

TO CITY:

City Clerk  
Virginia A. Smith, MMC/CP  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

Notice shall be deemed to have been given and received on the date the email or notice is physically received if given by hand delivery, or if notice is given by certified U.S. Mail, then notice shall be deemed to have been given upon the date said notice was received.

Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

15. **Interpretation.** Each party hereto has participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against any of the parties as the drafter.

16. **Attorney's Fees.** Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

**IN WITNESS WHEREOF**, the parties hereto affix their hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

Witness

**FLAGLER COUNTY SUPERVISOR OF ELECTIONS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kaiti Lenhart

\_\_\_\_\_  
Typed/Printed

Attest:

**CITY OF PALM COAST**

\_\_\_\_\_  
Virginia A. Smith, City Clerk

\_\_\_\_\_  
Milissa Holland, Mayor

# City of Palm Coast, Florida Agenda Item

Agenda Date : 08/27/2019

<b>Department</b> CITY CLERK <b>Item Key</b> 7009	<b>Amount Account #</b>
<b>Subject</b> CALENDAR/WORKSHEET	
<b>Background :</b>	
<b>Recommended Action :</b>	





**Meeting Calendar for 8/28/2019 through 9/30/2019**

**9/3/2019 6:00 PM**

City Council  
City Hall

**9/4/2019 10:00 AM**

Code Enforcement Board  
City Hall

**9/4/2019 5:05 PM**

City Council Special Meeting - Budget  
City Hall

**9/10/2019 9:00 AM**

City Council Workshop  
City Hall

**9/11/2019 5:00 PM**

Leisure Services Advisory Committee  
Palm Coast Community Center

**9/17/2019 9:00 AM**

City Council  
City Hall

**9/17/2019 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**9/18/2019 5:05 PM**

City Council Special Meeting - Budget  
City Hall



**Meeting Calendar for 8/28/2019 through 9/30/2019**

**9/24/2019 9:00 AM**

City Council Workshop

City Hall

**9/26/2019 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

<b>Business 09/03/2019</b>			
1	Resolution	Purchase of Inventory Supplies for Utilities	Adams
2	Resolution	Council Priorities	Bevan
3	Resolution	Field modifications ITSC	Johnston
4	Ordinance	Electronic Campaign Filing for Candidates	Smith
5	Resolution	Interlocal Agreement-2020 Election Services	Smith
6	Resolution	Local 4807	Streichsbier
<b>Special 09/04/2019 5:05 PM</b>			
1	Resolution	Budget Hearing	Alves
<b>Workshop 09/10/2019</b>			
1	Resolution	Reimbursement Resolution	Alves
2	Resolution	Advent Health Design Svc. Agreement OKR Ext.	Cote
3	Presentation	Stormwater Master Plan	Cote/Peel
4	Resolution	IA FC Lease Program radios and service agreement	Falgout
5	Resolution	IA FC Service Agreement	Falgout
6	Resolution	Annual Fleet Purchases	Forte/LaChance
7	Resolution	Concrete line ditch	Cote/Peel
8	Resolution	Belle Terre Pipe replacement	Cote/Peel
9	Resolution	Various stormwater pipe lining projects	Cote/Peel
11	Resolution	Advent Health Impact Fee Agreement	Papa
<b>Business 09/17/2019</b>			
1	Resolution	Advent Health Design Svc. Agreement OKR Ext.	Cote
2	Resolution	IA FC Lease Program radios and service agreement	Falgout
3	Resolution	IA FC Service Agreement	Falgout
5	Proclamation	Pink Army	Johnston
6	Resolution	Advent Health Impact Fee Agreement	Papa
7	Ordinance	Sawmill Creek -Palm Coast Park MPD Modification - FLUM & DRI	Papa
8	Ordinance	FLUM Ocean Village	Papa
9	Ordinance	Rezoning Ocean Village	Papa
<b>Special 09/18/2019 5:05 PM</b>			
1	Resolution	Reimbursement Resolution	Alves
2	Resolution	Budget Hearing	Alves
3	Resolution	Annual Fleet Purchases	Forte/LaChance
4	Resolution	Concrete line ditch	Cote/Peel
5	Resolution	Belle Terre Pipe replacement	Cote Peel

6	Resolution	Various stormwater pipe lining projects	Cote/Peel
<b>Workshop 09/24/2019</b>			
1	Resolution	IA Supplemental - OKR S	Adams/Flanagan
2	Resolution	Price Agreement for Laboratory Analysis Services FY 2020	Adams/Roussell
3	Resoltuion	Service Agreement for Underground Utility FY 2020 for Water Distribution	Adams/Roussell
4	Resolution	Price Agreements Annual Supply of Chemicals for WTP's and WWTP's	Adams/Roussell
5	Resolution	Service Agreement Directional Boring For Water Distribution	Adams/Roussell
6	Resolution	Service Agreement testing of Revenue & Well Meters for Water distribution and WT Facilities	Adams/Schweers
<b>Business 10/01/2019</b>			
1	Resolution	IA Supplemental - OKR S	Adams/Flanagan
2	Resolution	Price Agreement for Laboratory Analysis Services FY 2020	Adams/Roussell
3	Resoltuion	Service Agreement for Underground Utility FY 2020 for Water Distribution	Adams/Roussell
4	Resolution	Price Agreements Annual Supply of Chemicals for WTP's and WWTP's	Adams/Roussell
5	Resolution	Service Agreement Directional Boring For Water Distribution	Adams/Roussell
6	Resolution	Service Agreement testing of Revenue & Well Meters for Water distribution and WT Facilities	Adams/Schweers
<b>Business 11/05/2019</b>			
1	Proclamation	Diabetes Awareness	Smith
<b>Future</b>			
1	Resolution	Annual Fire Inspection Fees	Alves
2	Presentation	Security Assessment Review	Akins
3	Presentation	Finance Awards	Alves
4	Presentation	Council Priority Update Presentation	Bevan
5	Resolution	Pine Lakes Pkwy Forcemain and Lift Station Improvements	Blake/Kronenberg
6	Resolution	Equip 3 Wells and Raw Water Main, PH 3	Blake/Kronenberg
7	Resolution	FEMA Generator for City Hall	Cote
8	Resolution	IA FC Lease Program radios and service agreement	Falgout
9	Resolution	IA FC Service Agreement	Falgout
10	Presentation	Fire Impact Fee and Fire 10 yr plan	Forte/Clark/Cote
11	Ordinance 1st	Animal Control amendment	Grossman
12	Ordinance	LDC Architectural Chapter 13	Hoover/Dawson
13	Resolution	WAWA - ROW lease - PC Parkway	Hoover
14	Resolution	Sawmill Creek Phase I - Final Plat	Hoover
15	Resolution	Palm Coast Storage -Technical Site Plan Tier 3	Hoover

<b>16</b>	Resolution	IA County for field usage	Johnston
<b>17</b>	Presentation	RFP P3	Kewley
<b>18</b>	Resolution	Project Price is Right Incentive Agreement	Newingham
<b>19</b>	Ordinance	Old Kings Road, South MPD	Papa
<b>20</b>	Resolution	Surveyeig and Mapping Services	Peel
<b>21</b>	Resolution	Grand Landings Phase IV-Final Plat	Ramirez
<b>22</b>	Presentation	2019 Workshop Meeting - LDC Signs Chapter 9	CDD