



City of Palm Coast

Agenda

COUNCIL MEETING

AMENDED AGENDA

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

Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas

Tuesday, August 3, 2021

6:00 PM

COMMUNITY WING

City Staff

Denise Bevan, Interim 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.
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CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

- (1) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
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- (3) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
 - (a) direct all comments to the Mayor;
 - (b) make their comments concise and to the point;

- (c) not speak more than once on the same subject;
 - (d) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
 - (e) obey the orders of the Mayor or the City Council; and
 - (f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
- (4) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

ELECTION CERTIFICATION RESOLUTION

1 RESOLUTION 2021-XX APPROVING THE FINAL 2021 SPECIAL MAYORAL ELECTION RESULTS

OATH OF OFFICE

2 OATH OF OFFICE-NEWLY ELECTED MAYOR, DAVID ALFIN

MINUTES

3 MINUTES OF THE CITY COUNCIL JULY 20, 2021 BUSINESS MEETING JULY 27, 2021 SPECIAL WORKSHOP BUDGET

PRESENTATIONS

4 PRESENTATION - COVID 19 UPDATES

ORDINANCES FIRST READ

5 ORDINANCE 2021-XX APPROVING A REVISION TO THE LAND DEVELOPMENT CODE CHAPTER 10.02 FLOODPLAIN MANAGEMENT-CONTINUED TO TIME CERTAIN DATE TO SEPTEMBER 14, 2021 CITY COUNCIL WORKSHOP WITH FIRST READ ON SEPTEMBER 21, 2021 BUSINESS MEETING

- 6 **ORDINANCE 2021-XX APPROVING THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO CHAPTER 163, FLORIDA STATUTES; CREATING CHAPTER 10 – PROPERTY RIGHTS ELEMENT**
- 7 **ORDINANCE 2021-XX APPROVING REZONING OF 10.85 +/- ACRES FROM HIGH INTENSITY COMMERCIAL (COM-3) TO MULTI-FAMILY RESIDENTIAL-2 (MFR-2) FOR PROPERTY KNOWN AS THE TRIBUTE - APPLICATION # 4738**
- 8 **ORDINANCE 2021-XX VOLUNTARY ANNEXATION OF 141.5 ACRE AREA 3,000' NORTH OF STATE ROAD 100 ON THE EASTSIDE OF ROBERTS ROAD**

RESOLUTIONS

- 9 **RESOLUTION 2021-XX SETTING A PROPOSED MAXIMUM MILLAGE (TRIM) RATE AND SETTING THE FIRST (TENTATIVE) BUDGET HEARING DATE, TIME, AND LOCATION FOR THE FISCAL YEAR 2022 BUDGET**
- 10 **RESOLUTION 2021-XX AMENDING THE CDBG FFY 2019 ANNUAL ACTION PLAN TO ADD \$340,392 FROM THE CARES ACT FOR A PUBLIC SERVICE SUBRECIPIENT ASSISTANCE PROGRAM**

CONSENT

- 11 **RESOLUTION 2021-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY CONTRACT WITH MILLER ELECTRIC COMPANY FOR VIDEO SURVEILLANCE AND ACCESS CONTROL REPAIR & MAINTENANCE CITY WIDE USAGE**
- 12 **RESOLUTION 2021-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, FOR THE CONSTRUCTION OF THE 2021 SANITARY SEWER LINING PROJECT**
- 13 **RESOLUTION 2021-XX APPROVING USE OF STATE OF MINNESOTA SOURCEWELL CONTRACT RFP 032521 WITH GENUINE PARTS COMPANY DBA NAPA AUTO PARTS FOR THE PURCHASING OF AUTO PARTS AND SUPPLIES FOR THE CITY'S FLEET**

PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

ADJOURNMENT

14 WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date : August 3, 2021

Department	CITY CLERK	Amount
Item Key	11310	Account
		#
Subject	RESOLUTION 2021-XX APPROVING THE FINAL 2021 SPECIAL MAYORAL ELECTION RESULTS	
Presenter : Virginia Smith, City Clerk		
Background : The Charter of the City of Palm Coast, Section 8. Elections, Paragraph (7) City Canvassing Board, provides that the Canvassing Board shall report election results to a meeting of the City Council. City Council shall give final certification of the results and order their filing with the City Clerk as required by law. The final election certificate will be presented to City Council once the Canvassing Board has receipt of the official results from the Flagler County Supervisor of Elections prior to the Council Business meeting.		
Recommended Action : ADOPT RESOLUTION 2021-XX APPROVING THE FINAL 2021 SPECIAL MAYORAL ELECTION RESULTS		

RESOLUTION 2021-____
SPECIAL ELECTION CERTIFICATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE ACCEPTANCE AND CERTIFICATION OF THE RESULTS OF THE MAYORAL SPECIAL ELECTION FOR THE CITY OF PALM COAST, AS CANVASSED AND REPORTED BY THE CANVASSING BOARD, FOR THE 2021 SPECIAL MAYORAL ELECTION; PROVIDING FOR A DETERMINATION AS TO THE WINNING CANDIDATE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Article VII of the *City of Palm Coast Charter* pertains to the City of Palm Coast elections; and

WHEREAS, after final election results are certified by the Flagler County Supervisor of Elections, the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law; and

WHEREAS, the City Canvassing Board has canvassed the votes cast at the 2021 Mayoral Special Election for the City of Palm Coast held on July 27, 2021, and has reported the final results of said elections; and

WHEREAS, the provisions of this Resolution implement the power and the right of the City Council to certify the final results of the 2021 Mayoral Special Election held on July 27, 2021.

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

SECTION 1. CERTIFICATION OF THE 2021 SPECIAL MAYORAL ELECTION.

The City Council of the City of Palm Coast hereby accepts the Certificate of the Canvassing Board (Exhibit A attached) as the results of the July 27, 2021 Special Election, as provided to the City Council by the City Canvassing Board, and hereby accepts and certifies the results.

SECTION 2. EFFECT OF CERTIFICATION/RESULTS OF ELECTION.

The City Council hereby finds and concludes that the winner of the 2021 Special Mayoral Election is the qualified winning candidate and shall take office in accordance with the provisions of Article VII Elections, Section 7 of the *City Charter of the City of Palm Coast*:

As to the Election for the seat for Mayor, the electors of the City of Palm Coast elected David Alfin.

SECTION 3. CONFLICTS. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, this 3rd day of August, 2021.

CITY OF PALM COAST

Eddie Branquinho, Acting Mayor

ATTEST:

Virginia A. Smith, City Clerk

Attachment: Exhibit "A" – Certificate of Canvassing Board

Approved as to form and legality

William E. Reischmann, Jr., Esq.



Official Results

Certificate of City Canvassing Board

We, the undersigned, VIRGINIA SMITH, Chair, DAVID VALINSKI, Appointed Representative, constituting the City Canvassing Board, do hereby certify that we met on thirtieth day of July, 2021 A.D. and proceeded publicly to canvass the votes given for the candidates for Mayor on the twenty-seventh day of July, 2021 A.D. as shown by the returns on file in the office of the Supervisor of Elections, KAITI LENHART. We do hereby certify from said returns as follows:

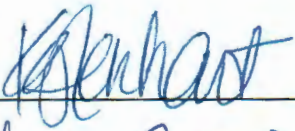

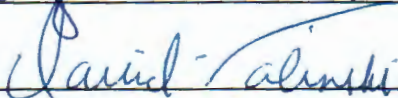
City of Palm Coast Mayor

David Alfin	6893	votes
Kathy Austrino	541	votes
Carol Bacha	188	votes
Doug Courtney	1687	votes
Cornelia Downing Manfre	4559	votes
Alan S. Lowe	5107	votes

KAITI LENHART
SUPERVISOR OF ELECTIONS

VIRGINIA SMITH
CHAIR


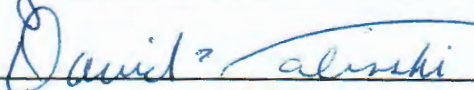
DAVID VALINSKI
APPOINTED REPRESENTATIVE

We certify that pursuant to Section 102.112, Florida Statutes, and Art. VII, Palm Coast City Charter, the City Canvassing Board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

VIRGINIA SMITH
CHAIR

DAVID VALINSKI
APPOINTED REPRESENTATIVE

City of Palm Coast, Florida Agenda Item

Agenda Date : August 3, 2021

Department	CITY CLERK	Amount
Item Key	11311	Account
		#
Subject	OATH OF OFFICE-NEWLY ELECTED MAYOR, DAVID ALFIN	
Presenter :	Virginia Smith, City Clerk	
Background :		
Recommended Action :		

City of Palm Coast, Florida Agenda Item

Agenda Date : August 3, 2021 6:00:00 PM

Department	CITY CLERK	Amount
Item Key	11319	Account
		#
Subject	MINUTES OF THE CITY COUNCIL JULY 20, 2021 BUSINESS MEETING JULY 27, 2021 SPECIAL WORKSHOP BUDGET	
Presenter : CITY CLERK		
Background : MINUTES OF THE CITY COUNCIL JULY 20, 2021 BUSINESS MEETING JULY 27, 2021 SPECIAL WORKSHOP BUDGET		
Recommended Action : APPROVE MINUTES OF THE CITY COUNCIL JULY 20, 2021 BUSINESS MEETING AND JULY 27, 2021 SPECIAL WORKSHOP BUDGET		



City of Palm Coast Minutes COUNCIL MEETING AMENDED AGENDA

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

Acting Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas

Tuesday, July 20, 2021

9:00 AM

COMMUNITY WING

City Staff

Denise Bevan, Interim City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

Mayor Branquinho called the meeting to order at 9:00 AM

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Present and responding to roll call were the following:

Council:	Eddie Branquinho
	Victor Barbosa
	Ed Danko
	Nick Klufas

City Clerk Virginia Smith called the roll. All members were present.

D. PUBLIC PARTICIPATION

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- *Courtney MacDonald spoke on the price of safety.*
- *Robert MacDonald share that he is planning a 5K run on September 25 as a fund raiser for the Warriors of Flagler County (for kids who are dying of cancer.) He requested to reserve the Community Wing for the kids as a staging area from 6 am to 11 am on that day. He stated that four children have died in Flagler County from cancer adding that there is no price for how much a child's life is worth.*
- *Steve Carr spoke concerning safety and speeding in the neighborhoods, traffic safety measures, and traffic calming devices.*
- *George Mayo has been speaking to state representatives regarding Home Rule and asked who the City's representative is for the North East Florida Regional Council.*

He also spoke on road maintenance, and asked if the City could use speed traps on Interstate 95 in an effort to use sheriff officers in a better way instead of becoming a speed trap community.

George Mayo also shared that there is a Public Works issue where red blind strips are missing by his house. He reported it to the City and told them to come quickly so they can glue them back down. Now it is three weeks later and the strips are all gone. He did not receive a return call. Mr. Mayo visited City Hall and has received no response to this date.

- *Dan Christianson lives on Cross Lee Drive and is an avid biker. He spoke on the Cimmaron Drive safety issue.*
- *Janet Jennings spoke on Cimmaron Drive safety.*
- *James Vincent has done a six months analysis and believes that we are no longer a retirement community. Mr. Vincent suggested that the City needs to have more night time meetings and suggested the City repeat the items for more input before voting on them. Hot issues should be brought up at night. These two matters should not be voted on since there is a split vote.*

Mr. Vincent state that there is corruption in our government. That was proven when there was no second to the motion to investigate corruption in our government, mentioning that there have been two resignations.

Traffic is backed up and that needs to be addressed over tennis courts. Mr. Vincent suggested that the Council forget the stadium and spend that money for the roads and swales. He cautioned the Council to spend wisely.

- *Mark Lewis appeared to speak against a millage rate increase. Mayor Branquinho requested he hold his comments until that item is brought forth on the Agenda.*

Mayor Branquinho offered responses to public comments:

- *Mayor Branquinho invited Mr. Vincent to stay after the meeting to go with him to the sheriff's office to pursue the corruption charge so he can fight it.*
- *Regarding Cimmaron Drive, Mayor Branquinho requested City Manager Bevan engage the community on the Cimmaron Drive issues if she has not as of yet.*
- *Mayor Branquinho asked City Manager Bevan for an overview of the Northeast Florida Regional Council. City Manager Bevan responded that the 35 board of directors of the NEFRC are elected, and Flagler County is represented. Ms. Bevins serves on the Regional Community Institute and has served regarding the Covid Task Force, adding that other staff members have as well.*
- *Regarding the purported money trap on Interstate 95, Mayor Branquinho reminded the citizens that the police officers are there for safety.*
- *Regarding unresponsive calls to Public Works, Mayor Branquinho requested Ms. Schweers get with the resident regarding his calls.*
- *Regarding speed humps, Mayor Branquinho stated that if we were to install speed humps, he thinks it will create more of an issue, adding that police officers fight crime and control traffic.*
- *Regarding the 5K event, Mayor Branquinho stated that if it were up to him, Mr. MacDonald could have the whole day here for the 5K and requested Ms. Bevan please assist Mr. MacDonald.*

- *Regarding the tennis project (pickle ball), Mayor Branquinho stated that out of the \$5.7 million only 16% is funded by the General Fund. The rest of the funds cannot be spent on law enforcement services.*

E. MINUTES

1. MINUTES OF THE CITY COUNCIL JULY 6, 2021 BUSINESS MEETING JULY 13, 2021 WORKSHOP MEETING

Pass

Motion made to approve by Council Member Klufas and seconded by Council Member Barbosa

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

F. PRESENTATIONS

2. PRESENTATION COVID-19 UPDATES

Chief Berryhill presented the Council with an overview to COVID-19 and the Delta variant. There are four cases of the Delta variant, which is 50% more contagious.

Public Comment:

Ms. Lewis asked where we can we find those statistics. Chief Berryhill shared that this data is collected by the Flagler County Health Department. He offered to provide the resident with details on where she can find the data.

G. ORDINANCE 2ND READING

3. ORDINANCE 2021-XX RENAMING THE ROAD SEGMENT OF CITATION PARKWAY CURRENTLY BETWEEN SESAME BOULEVARD & SEMINOLE WOODS BOULEVARD TO SESAME BOULEVARD

O20210014

Public Comment

There were none.

Pass

Motion made to Adopted on second reading by Council Member Klufas and seconded by Council Member Danko

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

City Attorney Reischmann read the title into the record. This is the second reading.

H. RESOLUTIONS

4. RESOLUTION 2021-XX SETTING A PROPOSED MAXIMUM MILLAGE (TRIM) RATE AND SETTING THE FIRST (TENTATIVE) BUDGET HEARING DATE, TIME, AND LOCATION FOR THE FISCAL YEAR 2022 BUDGET

Attorney Reischmann read the title of this item into the record. City Manager Bevan stated we heard and took into consideration Council's comments from the workshop. Ms. Alves and her team will present to Council on this item.

Ms. Alves and Ms. Ragsdale provided a presentation to Council.

Councilmember Klufas thanked the staff for providing all the information thus far through this process and asked if they could please explain this process a little more to the public and to Council, adding that the last slide is very informative as to Council's options.

Councilmember Danko asked about the 13 new hires and 2.1 part time employees and asked what that cost is. Ms. Alves responded, \$750K.

Councilmember Danko asked if the Council sets a minimum millage rate, does that mean they can go below the minimum.

Public Comments:

- *Chief Strobridge shared that the Sheriff's Office has been working closely with the City Manager and staff, and clarified that Sheriff Staly does not support a millage increase to fund the deputies, but rather believes the funding is available within the current millage rate. The Sheriff's Office has made multiple requests with the previous City Manager, and it always fell on deaf ears, to include them in the City's budget process.*

Chief Strobridge spoke of the funds the City has in reserves, and advised that the current City Manager has invited the Sheriff to start budget planning at the inception next year. Chief Strobridge shared that 70% of the governments across the nation are increasing their public safety budgets.

- *Robert MacDonald asked for a definition of "2.1 people".*

Mr. MacDonald stated that he listened to different people and departments, and stated that the glue that keeps this City together is the City Clerk. Cutting her budget by 4%, Virginia Smith and the City Clerk's office does more work than anyone else does by accident. The Clerk's office cannot get cut. If you think things are not being done now, the Clerk is the backbone to the City.

Mayor Branquinho asked Ms. Alves to explain what “2.1 people” are. Ms. Alves shared that seasonal hours are not full time employees, but are budgeted as full time.

- Mark Lewis of Cottonwood was surprised to see that ad valorem revenue only increases 10%. The Property Appraiser said with so many increases in sales, and how nice the homes are, that he would be surprised to see if the millage rate might go down. Mr. Lewis thinks it should go down.
- George Mayo agreed that the City Clerk’s office should not have a position reduced. It is the most important office next to the City Manager. Having less people and asking them to do more is a recipe for disaster.

Also, the IT departments across the nation are looking for ransomware. If one person’s salary could save us a ransom of \$5 million, it would be worth it. Mayor Branquinho agreed with Mr. Mayo on the IT comments.

Mayor Branquinho invited Ms. Alves to share on the City Clerk’s budget. She explained that IT took a split position with City Clerk to full time in IT. Because budget is so small, the percentage is larger.

Councilmember Danko appreciates what Mr. Lewis said; property values have increased. Councilmember Danko thinks we can go to 4.60 maximum millage rate. A motion was made by Councilmember Danko and seconded by Councilmember Barbosa to set the millage rate at 4.60 maximum.

Councilmember Klufas asked to discuss what would constitute the differences that will occur if the Council approves a lower millage rate and requested Danko to explain what he would cut.

Councilmember Danko stated that we can all find places to cut. There are “must haves” like police, fire, EMTs, then there are “wants”. Our citizens deserve a tax break. With the new mayor, we can find places to cut. Setting the millage rate a little lower will force us to find a way.

After further discussion, Councilmember Barbosa withdrew his second from the motion. City Attorney Reischmann explained that the Council now awaits a second motion. Mayor Branquinho called for a 2nd to the original motion. There was none, and the motion died.

Mayor Branquinho passed the gavel to Councilmember Klufas and made a motion for a millage rate of 4.6989. Councilmember Klufas passed the gavel to Councilmember Barbosa and seconded the motion. The motion was opened for discussion or action.

Mayor Branquinho stated that he thinks it is the responsible thing to do to play it safe. We can always bring down the millage rate if we find places to cut. To be safe, we can always go down. We cannot go up.

Councilmember Danko recommended the Council set the millage rate and go through the budget line by line and make cuts. Setting it lower will force us to look at this budget.

.....

City Clerk Smith performed the Roll Call:
Mayor Branquinho: Yes
Councilmember Danko: No
Councilmember Klufas: Yes
Councilmember Barbosa: No

The motion failed 2 to 2.

Councilmember Barbosa made a motion to set the millage at the roll-back rate. Councilmember Danko seconded the motion and asked for clarification. Councilmember Barbosa stated that the roll-back rate will not increase taxes.

Councilmember Klufas asked Councilmember Barbosa what he would cut from the budget. Councilmember Barbosa suggested taking the 16% from pickle ball. Mayor Branquinho advised that those funds have already been appropriated and cannot be touched.

Mayor Branquinho stated he would like use the roll-back rate; however, the Council must be fiscally responsible. What would be cut? Public Works? The Sheriff?

Mayor Branquinho tabled the matter stating that the Council will await the new Mayor to break the tie.

Councilmember Danko asked if the new mayor can make a motion to revisit the pickle ball funding. Attorney Reischmann responded that from a procedural standpoint only someone on the original motion that passed can make that motion. The important thing is what actions may have been taken since this Council did approve this expenditure. Were funds spent? The City needs to also consider the unintended consequences to contractual obligations.

Attorney Reischmann clarified that we have until August 4, 2021 to take action to transmit the TRIM to the State and requested City Clerk Smith to add the Resolution to approve the millage rate to the August 3, 2021 Council Agenda after the swearing in of the new Mayor.

5. RESOLUTION 2021-XX ALLOWING FOR THE REVISION OF BUILDING ADMINISTRATION PLAN REVIEW AND INSPECTION FEES

R20210098

City Manager Bevan provided an overview to this item and the next item, which will be heard together.

Mr. DeLorenzo introduced this item and the consultant, Mr. Brian Mantz from GovRates. Mr. Mantz presented to Council on these two items (5 and 6).

*Public Comments:
There were none.*

Pass

Motion made to approve by Council Member Danko and seconded by Council Member Klufas

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

6. RESOLUTION 2021-XX ALLOWING FOR THE REVISION OF STORMWATER ENGINEERING REVIEW AND INSPECTION FEES

R20210099

This item was presented and heard with Item 5.

Public Comments:

There were none.

Pass

Motion made to approve by Council Member Klufas and seconded by Council Member Danko

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

7. RESOLUTION 2021-XX APPROVING THE NUISANCE ABATEMENT INITIAL ASSESSMENT

R20210100

Attorney Reischmann provided an overview to the item.

Public Comments:

There were none.

Pass

Motion made to approve by Council Member Klufas and seconded by Council Member Danko

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

8. RESOLUTION 2021-XX APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL FISCAL YEAR (FFY) 2021 (FY 2021/22) ANNUAL ACTION PLAN

R20210101

Mr. Papa presented items 8, 9 and 10 together.

Public Comments:

There were none.

Pass

Motion made to approve by Council Member Barbosa and seconded by Council Member Klufas

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

9. RESOLUTION 2021-XX APPROVING AN AMENDMENT TO THE FFY 2020 (FY20/21) CDBG ANNUAL ACTION PLAN

R20210104

Mr. Papa presented items 8, 9 and 10 together.

Public Comments:

There were none.

Pass

Motion made to approve by Council Member Danko and seconded by Council Member Barbosa

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

10. RESOLUTION 2021-XX APPROVING THE ADOPTION OF THE CDBG FIRST TIME HOMEBUYERS ASSISTANCE PROGRAM PLAN

R20210102

Mr. Papa presented items 8, 9 and 10 together.

Public Comments:

There were none.

Pass

Motion made to approve by Council Member Barbosa and seconded by Council Member Danko

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

I. CONSENT

11. RESOLUTION 2021-XX APPROVING PIGGYBACKING THE CITY OF ORLANDO CONTRACT WITH YSI INC., FOR THE PURCHASE AND INSTALLATION OF NEW CONTROLS AND EQUIPMENT FOR HYDROLOGIC MONITORING STATIONS

R20210103

Public Comments:
There were none.

Pass

Motion made to Adopt on consent by Council Member Klufas and seconded by Council Member Danko

Approved - 4 - Acting Mayor Eddie Branquinho, Council Member Victor Barbosa, Council Member Ed Danko, Council Member Nick Klufas

J. PUBLIC PARTICIPATION

Remainder of Public Comments is limited to three (3) minutes each.

There were none.

K. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

- *Councilmember Klufas thanked the staff of Parks and Recreation for the Palm Coast Little League events, in particular when the governor came to throw first pitch, adding that it was a great example of how the weather can cooperate. That was a half-cent sales tax event, and it put "heads in beds" which added to our tax roll. Everything went off without a hitch thanks to the staff.*

Councilmember Klufas urged fellow Council members to think of conceptual ideas on how to cut the budget so we can discuss how we can get there.

Councilmember Klufas urged everyone to please go vote.

- *Councilmember Barbosa shared that a lot of countries are fighting for their freedom. Please do not take it for granted; please go out and vote.*
- *Councilmember Danko reminded everyone to go vote.*
- *Mayor Branquinho offered condolences to the family of his friend who passed away yesterday at the age of 45.*

Mayor Branquinho stated that our governor's visit was phenomenal. Mayor Branquinho liked the governor's attitude, and the way he treated the kids.

L. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Attorney Reischmann had nothing to report.

M. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

12. REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR JUNE 2021

City Manager Bevan advised that the Reporting of Emergency and Sole Source purchases is in the Council's Agenda Packet.

N. ADJOURNMENT

The meeting was adjourned at 11:16 AM.

*Respectfully submitted by: Virginia A. Smith, MMC
City Clerk*



City of Palm Coast Minutes CITY COUNCIL SPECIAL WORKSHOP

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

Acting Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas

Tuesday, July 27, 2021

9:00 AM

HYBRID

City Staff

Denise Bevan, Interim 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.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > 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

Mayor Branquinho called the meeting to order at 9 a.m.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

Records Coordinator Kaley Cook called the roll. Council Member Danko was absent.

D PRESENTATIONS

1 PRESENTATION - OVERVIEW OF THE FISCAL YEAR 2022 PROPOSED BUDGET FOR UTILITY, STORMWATER, IT ENTERPRISE & BUILDING FUND

Mayor Branquinho mentioned potentially opening Public Comment if Council concurred. Council concurred this was fine.

Gwen Ragsdale, Budget and Procurement Manager, and Helena Alves, Financial Services Director, presented the Fiscal Year 2022 Overview to Council.

Topics included budget presentation timeline, presentation overview, fund position summary, and personnel changes for Water & Wastewater Utility, Stormwater, Building, and IT Enterprise Funds.

Jason Delorenzo presented to Council on the building permits fund and personnel changes.

Council Member Klufas -Is staff satisfied with the current provider? Ans: Mr. DeLorenzo-Yes, they are currently meeting the performance standards.

Council concurred to open Public Comment.

Annamaria Long, Executive Officer for Flagler Home Builders Association, spoke to Council regarding delays and concerns of overinflated budget. Additionally, Ms. Long spoke of concerns for gross increase in the budget, changes in appropriated funds related to Stormwater, and suggested having enterprise funds be reviewed by a third party.

Mr. Jason Delorenzo responded to Ms. Long's comments to clarify staffing budget increases, Stormwater fund appropriation, and other Community Development efforts for improvement.

Mayor Branquinho thanked Ms. Long for her comments and explained that there will be another budget presentation at a future Council Meeting.

Steve Flanagan, Utility Director, presented to Council on the utility fund and expenses.

Council Member Barbosa- How many stations are currently without a generator. Ans: Mr. Flanagan-roughly 100 stations are without generators, but we do have portable generators.

Council Member Klufas asked about supply chain issues for pep tanks. Ans: Mr. Flanagan-There have been many supply chain issues for pep tank parts for water and wastewater.

Carl Cote, Director of Stormwater & Engineering, presented to Council on the stormwater funds, projects, and expenses.

Doug Akins, IT Director presented to Council on the Information Technology funds and expenses.

Ms. Ragsdale reminded Council and the public where the budget information can be found on the City website.

Mayor Branquinho asked if council had any additoinal comments.

Council Member Klufas thanked staff for their efforts and presentations.

E ADJOURNMENT

The meeting was adjourned at 10:12 a.m.

*Respectfully submitted by:
Virginia A. Smith, MMC
City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date : August 3, 2021

Department	CITY CLERK	Amount
Item Key	11334	Account
		#
Subject	PRESENTATION - COVID 19 UPDATES	
Presenter :	Chief Berryhill	
Background :	Chief Berryhill will provide Council with a Covid-19 update.	
Recommended Action :	For presentation only.	

City of Palm Coast, Florida Agenda Item

Agenda Date : AUGUST 3, 2021

Department	CITY CLERK	Amount
Item Key	11322	Account
		#
Subject	ORDINANCE 2021-XX APPROVING A REVISION TO THE LAND DEVELOPMENT CODE CHAPTER 10.02 FLOODPLAIN MANAGEMENT-CONTINUED TO TIME CERTAIN DATE TO SEPTEMBER 14, 2021 CITY COUNCIL WORKSHOP WITH FIRST READ ON SEPTEMBER 21, 2021 BUSINESS MEETING	
Presenter : JORDAN MYERS		
Background : This item was advertised to be heard by City Council at their August 3, 2021 business meeting. However, this item is continued to time certain date to September 14, 2021 City Council workshop and first read on September 21, 2021 business meeting due to additional mandatory state language to be addressed.		
Recommended Action : Continue item to time certain date of September 14, 2021 Workshop with first read on September 21, 2021 Business Meeting.		

City of Palm Coast, Florida

Agenda Item

Agenda Date: August 3, 2021

Department Item Key	Amount Account #
Subject ORDINANCE 2021-XX APPROVING THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO CHAPTER 163, FLORIDA STATUTES; CREATING CHAPTER 10 – PROPERTY RIGHTS ELEMENT	
Presenter: Jose Papa, Senior Planner	
<p>Background:</p> <p>On July 1, 2021, House Bill 59 (HB59) became law in the State of Florida. HB 59 required local governments to include a property rights element in the Comprehensive Plan. The legislation included a statement of rights (for property owners) which a local government may use in creating the “Property Rights” element of the Comprehensive Plan. Additionally, HB 59 provided a deadline as to the adoption of the Comprehensive Plan amendment.</p> <p>The proposed addition of Chapter 10- Property Rights Element to the Comprehensive Plan is intended to meet the requirements of HB 59. Consistent with the requirements of HB 59, staff has used the statement of rights as the policies which are to be included in the comprehensive plan. These statement of rights are as follows (verbatim from HB 59):</p> <ol style="list-style-type: none"> <i>1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.</i> <i>2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.</i> <i>3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.</i> <i>4. The right of a property owner to dispose of his or her property through sale or gift.</i> <p>The proposed policy will state that the City recognizes these rights and shall consider such rights in local decision making.</p>	
<p>Recommended Action:</p> <p>Staff recommends that the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council find the proposed Property Rights Element consistent with the Comprehensive Plan and recommend approval to City Council.</p>	

ORDINANCE NO. 2021-____
**COMPREHENSIVE PLAN AMENDMENT-CHAPTER 10 – PROPERTY RIGHTS
ELEMENT**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM
COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE
CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS
PREVIOUSLY AMENDED, PURSUANT TO CHAPTER 163,
FLORIDA STATUTES; CREATING CHAPTER 10 – PROPERTY
RIGHTS ELEMENT IN ORDER TO MEET STATUTORY
REQUIREMENTS; PROVIDING FOR CONFLICTS,
RATIFICATION OF PRIOR ACTS, CODIFICATION,
SEVERABILITY, AND AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2010-07, adopting the *City of Palm Coast 2035 Comprehensive Plan*; and

WHEREAS, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments; and

WHEREAS, the Legislature has established that governmental entities respect judicially acknowledged and constitutionally protected private property rights, therefore each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making; and

WHEREAS, Chapter 163.3177(6)(i)1, F.S., requires local governments to consider the following in local decision-making: (1) the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights; (2) the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances; (3) the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property; and (4) the right of a property owner to dispose of his or her property through sale or gift.

WHEREAS, each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191; and

WHEREAS, the adopted property rights element may not conflict with the statement of rights provided in s. 163.3177; and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City’s Local Planning Agency, considered the proposed comprehensive plan amendment at a public hearing on July 21, 2021 and voted to recommend _____ of the proposed Comprehensive Plan Amendment; and

WHEREAS, on _____ and _____, 2021 the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

WHEREAS, the Comprehensive Plan amendments adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City’s *Comprehensive Plan*; and

WHEREAS, the City Council of the City of Palm Coast hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

WHEREAS, the City Council of the City of Palm Coast finds that this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PALM COAST, FLORIDA, THAT THE CITY’S COMPREHENSIVE PLAN IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a). The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council of the City of Palm Coast.

(b). The City Council of the City of Palm Coast hereby adopts and incorporates into this Ordinance the City staff report and City Council agenda memorandum relating to the proposed amendment to the *Comprehensive Plan of the City of Palm Coast*. The exhibits to this Ordinance are hereby incorporated as if fully set forth herein verbatim.

(c). The City of Palm Coast has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(d). This Ordinance is internally consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Palm Coast*.

SECTION 2. ADOPTION OF COMPREHENSIVE PLAN CHAPTER 10 - PROPERTY RIGHTS ELEMENT. Adopting goals, objectives, policies, for Chapter 10 Property Rights Element of the Comprehensive Plan as shown in “Exhibit A” which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim.

SECTION 3. CONFLICTS/RATIFICATION OF PRIOR ACTIONS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER.

Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Palm Cost Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provision of the Ordinance.

SECTION 6. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and public hearing the ____ day of _____ 2021.

ADOPTED on second reading after due public notice and public hearing the ____ day of _____ 2021.

CITY OF PALM COAST, FLORIDA

Eddie Branquinho, Mayor

ATTEST:

Virginia Smith, City Clerk

Attachments:

1. Exhibit A – Chapter 10 – Property Rights Element



CHAPTER 10 PROPERTY RIGHTS ELEMENT

GOAL 10 – RESPECT JUDICIALLY ACKNOWLEDGED AND CONSTITUTIONALLY PROTECTED PRIVATE PROPERTY RIGHTS

The City shall consider and recognize the constitutionally protected private property rights of all property owners and consider such rights in local decision making consistent with the intent of Florida Statutes, the State Comprehensive Plan and all other applicable statutory requirements

Objective 10 – Recognition of Private Property Rights

The City shall recognize that each property owner has constitutionally protected private property rights, and shall consider these property rights in local decision making by referring to a set of statement of rights identified in this element.

Policy 10.1 - The following rights shall be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.



Comprehensive Plan Amendment

Property Rights Element

City Council
Public Hearing

Property Rights Element – BACKGROUND

- July 1, 2021 – House Bill 59 (HB 59) becomes Florida Law
- HB 59 mandates Comprehensive Plan to include a property rights element
- Purpose is to express legislative intent that governmental entities respect judicially acknowledged and constitutionally protected private property rights
- HB 59 includes statement of rights that may be used in the property rights element

Property Rights Element – BACKGROUND

- These Rights include:

1. *The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.*

2. *The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.*

3. *The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.*

4. *The right of a property owner to dispose of his or her property through sale or gift.*

Property Rights Element - Background

- As provided in HB 59 staff used the language to create policies for the new element in the Comprehensive Plan (Property Rights element)

Property Rights Element – Recommendation

The Planning and Land Development Regulation Board (PLDRB) recommends that the City Council find the proposed Property Rights Element inconsistent/consistent with the Comprehensive Plan and recommend denial/approval to City Council.

Property Rights Element – Next Steps

- City Council Public Hearing – August 3
- Transmittal to DEO – 30 day review
- City Council 2nd Public Hearing – October

Questions?

City of Palm Coast, Florida

Agenda Item

Agenda Date: August 3, 2021

Department	PLANNING	Amount
Item Key	11251	Account
		#
Subject	ORDINANCE 2021-XX APPROVING REZONING OF 10.85 +/- ACRES FROM HIGH INTENSITY COMMERCIAL (COM-3) TO MULTI-FAMILY RESIDENTIAL-2 (MFR-2) FOR PROPERTY KNOWN AS THE TRIBUTE - APPLICATION # 4738	
Presenter:	BILL HOOVER, SENIOR PLANNER	
Background:	<p>Flagler Pioneer Group, LLC (as property owner) is proposing to rezone 10.85 +/- acres of vacant land located about 450 east of Old Kings Road and about one-third mile north of SR 100 (E. Moody Boulevard) from the High Intensity Commercial (COM-3) Zoning District to the Multi-Family Residential-2 (MFR-2) Zoning District. The westerly 10.00 +/- acres of this 20.85 +/- acre parcel would remain as High Intensity Commercial (COM-3).</p> <p>The current property owner purchased the 20.85 +/- acre parcel (Parcel 4) and the adjoining 11.33 +/- acre Parcel 2 to the south in 2007.</p> <p>In 2017, Parcel 2 (the property to the south of the property proposed for rezoning) was rezoned by the City Council from COM-3 to MFR-2. In 2018, Parcel 2 was put under purchase contract with a developer who wanted to develop it as an affordable housing rental project using tax credit financing through the Florida Housing Finance Corporation. The intended purchaser was unsuccessful over the last few years in obtaining the very competitive tax financing credit funding. In February 2021, Neel Stacy representing Ravenshill Holdings, LLC put the 11.33 +/- acre Parcel 2 and the east 10.85 +/- acres of Parcel 4 under purchase contract contingent upon the rezoning of the easterly 10.85 +/- acres of Parcel 4 from COM-3 to MFR-2.</p> <p>Ravenshill Holdings, LLC intends to combine the two parcels they are purchasing for a total of 22.18 +/- acres in order to develop a higher end market rate apartment community for 246 homes with 240 units being within typical multi-family buildings and 6 units being carriage homes (similar to townhomes). A sister company to Ravenshill Holdings, LLC purchased the unfinished Tuscan Reserve multi-family project that is located NW of Tom Gibbs Chevrolet in 2019, and completed the construction of those buildings and recently had all of those higher end apartment units leased. They currently have a waiting list of ten qualified leases with no scheduled vacancies before August 2021. Ravenshill Holdings, LLC intends to develop a similar type of community but with a different architectural style on these 22.18 +/- acres.</p> <p>The project's traffic impact statement shows the subject 10.85 +/- acres with MFR-2 zoning will generate 669 weekday daily trips, 44 weekday AM peak hour trips and 54 PM peak hour trips. The traffic impact statement advises that Old Kings Road, between SR 100 and Town Center Boulevard, will easily be at LOS C with the subject parcel's and Parcel 2's traffic included.</p> <p><u>Public Participation:</u> The developer notified all neighboring property owners within 300 feet of the subject property via standard USPS mail on May 1st, of a neighborhood meeting that was</p>	

held on May 11, 2021 at 5:30 P.M at the Hilton Garden Inn located NW of the intersection of Town Center Boulevard and SR 100. No one from the public attended this neighborhood meeting but two persons representing the applicant did as well as two City staff members. The developer erected two City provided signs on the subject property by July 20th, notifying the general public of the upcoming City Council public hearings. Newspaper ads will be run approximately two weeks before each of the public hearings.

Planning and Land Development Regulation Board: The Planning and Land Development Regulation Board (PLDRB) meeting was held at 5:30 PM on May 19, 2021. This was a hybrid meeting. No one from the public attended specifically for this project. The PLDRB found this project in compliance with the Comprehensive Plan and Land Development Code and recommended approval to City Council by a 6 – 0 vote.

Recommended Action:

The Planning and Land Development Regulation Board determined the proposed rezoning (Application No. 4738) was consistent with the Comprehensive Plan and recommended approval to City Council to rezone 10.85 +/- acres from High Intensity Commercial (COM-3) to Multi-Family Residential-2 (MFR-2).

ORDINANCE 2021-_____
REZONING APPLICATION NO. 4738
THE TRIBUTE REZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR ABOUT 10.85 +/- ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS PART OF TAX PARCEL IDENTIFICATION NUMBER 39-12-31-0000-01010-0056, GENERALLY LOCATED ABOUT 450 FEET EAST OF OLD KINGS ROAD AND ABOUT ONE-THIRD MILE NORTH OF SR 100 (MOODY BLVD.), AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM THE HIGH INTENSITY COMMERCIAL (COM-3) ZONING DISTRICT TO THE MULTI-FAMILY RESIDENTIAL-2 (MFR-2) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB); and

WHEREAS, the City Council has considered the findings in the staff report and the following findings of fact:

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;
2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;

4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. Legislative and Administrative Findings. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. Official Zoning Map Amended. The approximately 10.85 +/- acres of land, identified as part of tax parcel identification number 39-12-31-0000-01010-0056, generally located about 450 feet east of Old Kings Road and about one-third mile north of SR 100 (Moody Blvd.), legally described in “Exhibit A” and as depicted in “Exhibit B”, attached hereto, is hereby amended from the High Intensity Commercial (COM-3) Zoning District to the Multi-Family Residential-2 (MFR-2) Zoning District.

SECTION 3. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 3rd day of August 2021.

Adopted on the second reading after due public notice and hearing City of Palm Coast this _____ day of _____, 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

Exhibit “A” – Legal Description of property subject to Official Zoning Map amendment
Exhibit “B” – Revised Official Zoning Map

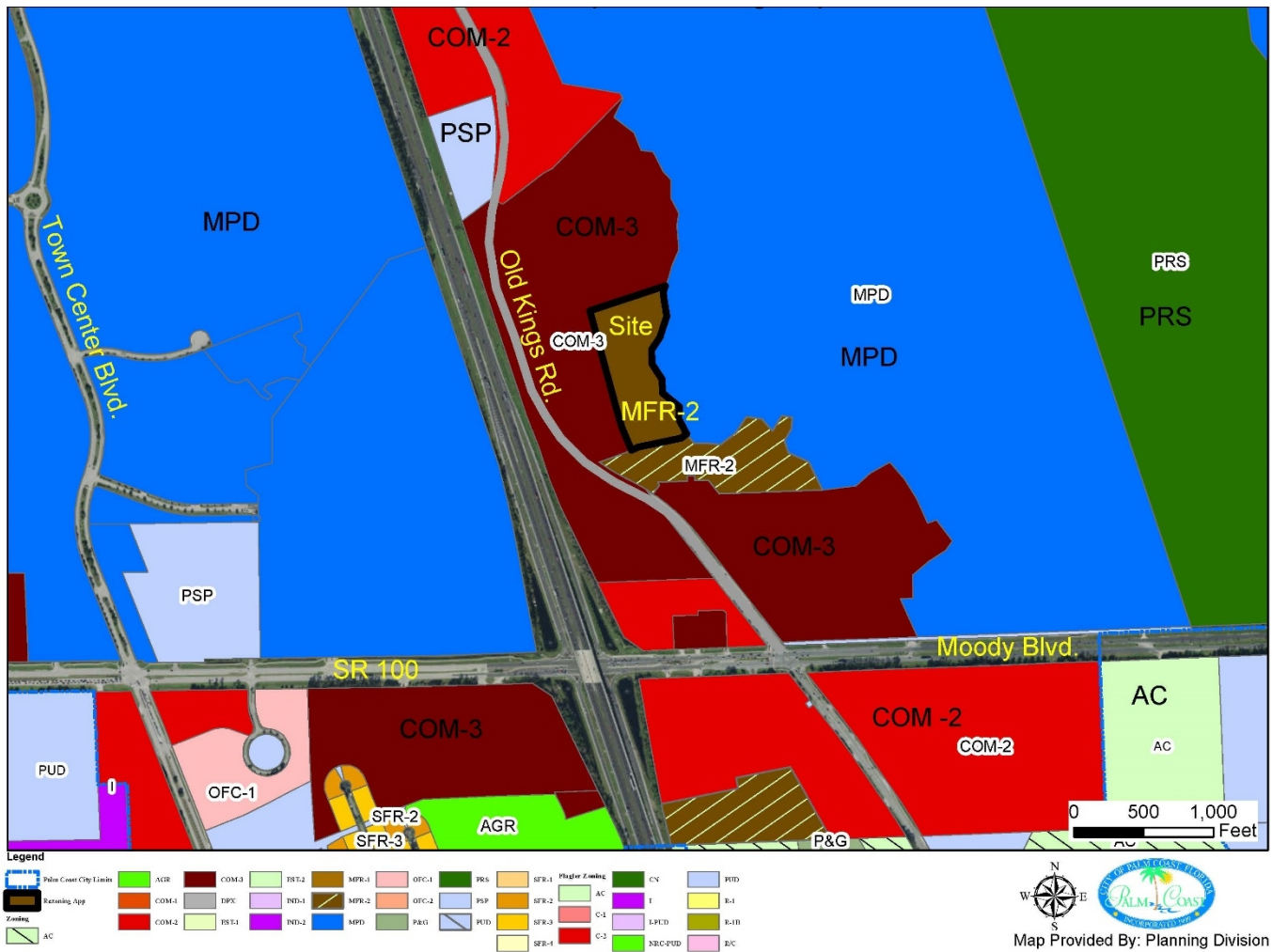
EXHIBIT "A"
LEGAL DESCRIPTION

**BEING A PORTION OF SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST,
FLAGLER COUNTY, FLORIDA.**

**COMMENCE AT THE NORTHEAST CORNER OF TRACT B, KINGS POINT
COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 36, PAGE 59 AND 60,
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A
CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND TO THE LEFT,
HAVING A CENTRAL ANGLE OF 00°43'43" AND A RADIUS OF 1830.93 FEET,
HAVING A CHORD BEARING OF S33°44'33"E AND A CHORD LENGTH OF 23.28
FEET, THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 23.28
FEET; THENCE S34°25'10"W FOR A DISTANCE OF 79.46 FEET TO A POINT ON A
CURVE, SAID CURVE BEING SOUTHWESTERLY AND TO THE LEFT, HAVING A
CENTRAL ANGLE OF 07°12'55" AND A RADIUS OF 1449.94 FEET, HAVING A
CHORD BEARING OF N59°46'00"W AND A CHORD LENGTH OF 182.47 FEET,
THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 182.59 FEET;
THENCE N63°22'28"W FOR A DISTANCE OF 46.15 FEET TO A POINT OF CURVE,
SAID CURVE BEING CONCAVE NORTHEASTERLY AND TO THE RIGHT, HAVING A
CENTRAL ANGLE OF 09°32'49" AND A RADIUS OF 1350.00 FEET, HAVING A
CHORD BEARING OF N58°36'03"W AND A CHORD LENGTH OF 224.69 FEET.
THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 224.95 FEET;
THENCE N70°25'14"E FOR A DISTANCE OF 220.09 FEET FOR A POINT OF
BEGINNING, SAID POINT BEING A POINT ON A CURVE, SAID CURVE BEING
CONCAVE NORTHEASTERLY AND TO THE RIGHT, HAVING A CENTRAL ANGLE
09°40'35" AND A RADIUS OF 1943.11 FEET, HAVING A CHORD BEARING OF
N19°38'25"W AND A CHORD LENGTH OF 327.77 FEET, THENCE ALONG THE ARC
OF SAID CURVE FOR A DISTANCE OF 328.16 FEET; THENCE N14°48'08"W FOR A
DISTANCE OF 510.59 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE
SOUTHWESTERLY AND TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°54'06"
AND A RADIUS OF 13221.36 FEET, HAVING A CHORD BEARING OF N15°15'11"W
AND A CHORD LENGTH OF 208.06 FEET, THENCE ALONG THE ARC OF SAID
CURVE FOR A DISTANCE OF 208.06 FEET; THENCE N71°57'23"E FOR A
DISTANCE OF 593.84 FEET; THENCE S18°32'08"W FOR A DISTANCE OF 50.58
FEET; THENCE S08°59'48"E FOR A DISTANCE OF 171.58 FEET; THENCE
S18°43'17"W FOR A DISTANCE OF 160.81 FEET; THENCE S33°50'27"W FOR A
DISTANCE OF 103.26 FEET; THENCE S02°23'08"E FOR A DISTANCE OF 103.98
FEET; THENCE S32°50'53"E FOR A DISTANCE OF 129.71 FEET; THENCE
S01°39'23"E FOR A DISTANCE OF 98.02 FEET; THENCE S50°42'03"E FOR A
DISTANCE OF 157.13 FEET; THENCE S04°07'27"W FOR A DISTANCE OF 81.48
FEET; THENCE S27°25'56"E FOR A DISTANCE OF 126.47 FEET; THENCE
S53°46'22"W FOR A DISTANCE OF 50.05 FEET; THENCE S78°01'53"E FOR A
DISTANCE OF 330.19 FEET; THENCE S63°23'04"W FOR A DISTANCE OF 66.05
FEET TO THE POINT OF BEGINNING.**

THE ABOVE-DESCRIBED PARCEL CONTAINS 10.85 ACRES MORE OR LESS.

EXHIBIT "B" **REVISED OFFICIAL ZONING MAP**





**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR THE TRIBUTE REZONING
CITY COUNCIL PUBLIC HEARING
AUGUST 3, 2021**

OVERVIEW

Application Number: 4738

Applicant: Charlie Faulkner, Crescent City, FL 32112

Property Description: 10.85 +/- acres generally located 450 feet east of Old Kings Road and about one-third mile north of SR 100 (E. Moody Blvd.)

Property Owners: Flagler Pioneer Group, LLC

Parcel ID #: eastern portion of 39-12-31-0000-01010-0056

Parcel Address: Not yet established

Current FLUM: Primarily Mixed Use with a little Conservation

Current Zoning: High Intensity Commercial (COM-3)

Current Use: Vacant

Property Size: 10.85 +/- acres

Requested Action: Rezoning from the High Intensity Commercial (COM-3) Zoning District to the Multi-Family Residential-2 (MFR-2) Zoning District

ANALYSIS

REQUESTED ACTION

Flagler Pioneer Group, LLC (as property owner) is proposing to rezone 10.85 +/- acres of vacant land located about 450 east of Old Kings Road and about one-third mile north of SR 100 (E. Moody Boulevard) from the High Intensity Commercial (COM-3) Zoning District to the Multi-Family Residential-2 (MFR-2) Zoning District. The westerly 10.00 +/- acres of this 20.85 +/- acre parcel would remain as High Intensity Commercial (COM-3).

BACKGROUND/SITE HISTORY

The current property owner purchased the 20.85 +/- acre parcel (Parcel 4) and the adjoining 11.33 +/- acre Parcel 2 to the south in 2007.

In 2017, Parcel 2 (the property to the south of the property proposed for rezoning) was rezoned by the City Council from COM-3 to MFR-2. In 2018, Parcel 2 was put under purchase contract with a developer who wanted to develop it as an affordable housing rental project using tax credit financing through the Florida Housing Finance Corporation. The intended purchaser was unsuccessful over the last few years in obtaining the tax financing credit funding which is very competitive. In February 2021, Neel Stacy representing Ravenshill Holdings, LLC put the 11.33

+/- acre Parcel 2 and the east 10.85 +/- acres of Parcel 4 under purchase contract contingent upon the rezoning of the easterly 10.85 +/- acres of Parcel 4 from COM-3 to MFR-2.

PROJECT DESCRIPTION

Ravenshill Holdings, LLC intends to combine the two parcels they are purchasing for a total of 22.18 +/- acres in order to develop a higher end market rate apartment community for 246 homes with 240 units being within typical multi-family buildings and 6 units being carriage homes (similar to townhomes). A sister company to Ravenshill Holdings, LLC purchased the unfinished Tuscan Reserve multi-family project that is located NW of Tom Gibbs Chevrolet in 2019, and completed the construction of those buildings and recently had all of those higher end apartment units leased. They recently had a waiting list of ten qualified leases with no scheduled vacancies before August 2021. Ravenshill Holdings, LLC intends to develop a similar type of community but with a different architectural style on these 22.18 +/- acres.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use/Conservation	Mixed Use/Conservation
Zoning District	High Intensity Commercial (COM-3)	Multi-Family Residential-2 (MFR-2)
Use	Vacant land	Multi-family residential community
Acreage	10.85 +/- acres	10.85 +/- acres

SURROUNDING LANDS:

NORTH:	FLUM:	Mixed Use
	Zoning:	High Intensity Commercial (COM-3)
SOUTH:	FLUM:	Mixed Use
	Zoning:	Multi-Family Residential – 2 (MFR-2)
EAST:	FLUM:	Conservation/Mixed Use
	Zoning:	Master Planned Development (MPD)
WEST:	FLUM:	Mixed Use
	Zoning:	High Intensity Commercial (COM-3)

SITE DEVELOPMENT REQUIREMENTS

Criteria	(Proposed Standards with MFR-2)
Min. Development Size	4 acres
Min. Unit Size	650 sq. ft.
Max. Impervious Surface Ratio	0.70

Min. Front Setback	25 ft.
Min. Rear Setback	20 ft.
Min. Interior Side Setback	10 ft.
Max. Building Height	60 ft.
Max. Density*	up to 12 units/per acre*

*Density in the Multi-Family Residential - 2 (MFR-2) Zoning District is calculated based on Table 3-3 and Section 3.05.03.A of the Land Development Code, which allow up to 12 units/per acre on upland areas and up to 3 units/per acre on wetland areas that are preserved. Wetland areas located in the northeast corner of the site that is designated Conservation on the FLUM will not receive density credits. The lines delineating between Conservation and Mixed Use lands are only estimated lines based on aerial photography and these lines are then set in the field by a qualified environmental professional and field verified with St. Johns River Water Management District and/or the Army Corps of Engineers. Once those wetland lines have been field verified the lines on the Conservation FLUM are modified.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to:*

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The proposed project with MFR-2 zoning is an allowed zoning district in areas designated *Mixed Use* on the Future Land Use Map (FLUM) and will be compatible with the variety of other uses currently allowed within close proximity to the site.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the following goals, policies and objectives of the Comprehensive Plan:

- **Chapter 1 – Land Use Element: Goal 1.1 - Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.** Allowing multi-family uses on this site will preserve the character of suburban residential communities as the closest existing residential community is over one mile away. The project will also combat urban sprawl by utilizing land at a density of up to 12 units/per acre that is located east of Interstate 95 and close to existing and future commercial services. Additionally, these multi-family homes will allow a broader mix of housing types in Palm Coast where a preponderance of available homes are single-family detached homes. Multi-family land uses compared to single-family home sites, also allow a significantly better opportunity for preserving open space and protecting environmentally sensitive areas.
- **Chapter 1 – Land Use Element: Policy 1.1.4.5 – Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining**

public facilities, as well as providing housing and transportation strategies that will foster energy conservation. All public services are already available to serve the site and have adequate capacity for doing so. Additionally, multi-family homes with fewer exterior walls than detached single-family homes will be significantly more energy efficient. The project's traffic impact statement shows the subject 10.85 +/- acres with MFR-2 zoning will generate 669 weekday daily trips, 44 weekday AM peak hour trips and 54 PM peak hour trips. The traffic impact statement advises that Old Kings Road, between SR 100 and Town Center Boulevard, will easily be at LOS C with the subject parcel's and Parcel 2's traffic included.

- **Chapter 3 - Housing Element: Objective 3.3.5 Protect Residential Areas from Inappropriate Land Uses** – *Protect predominantly residential areas from the intrusion of incompatible or more intensive land uses.* The closest single-family residential neighborhoods to the proposed multi-family rezoning are the Hidden Lakes Subdivision a little over one mile to the north and the recently approved Colbert Landings Subdivision a little under one mile to the east. Significant portions of Graham Swamp will also separate the multi-family project from those two residential subdivisions.
- **Chapter 3 - Housing Element: Objective 3.4.1 Diversity in Housing Opportunities; Policy 3.4.1.1** – *Through the FLUM and zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use developments.* Approval of this multi-family residential rezoning will allow the developer to move forward with developing multi-family homes in an area of predominantly vacant commercially zoned properties on three sides and Graham Swamp on the east. This will allow this more intense type of residential use to be developed where it will not have any negative impacts on single-family detached homes. Not all residents desire or can afford to live in single-family detached homes all of their adult lives and by having apartment communities that have on-site management facilities it is better for Palm Coast to have one large rental community of 240 homes than 240 single-family rental homes dispersed throughout Palm Coast that may or may not be well maintained. Many newcomers to Palm Coast rent for a period of time before purchasing an existing home or having a new home constructed.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: Water and sewer services are available to serve the project. Old Kings Road between SR 100 and Town Center Boulevard will easily be at LOS C with the project's traffic included.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The proposed rezoning will be compatible with the overall neighborhood as it is located between an area of preserved lands and undeveloped High Intensity Commercial (COM-3) lands. These residential uses will also provide demand for existing and future commercial land uses in nearby Mixed Use areas.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: The subject property will be required to comply with the City's Land Development Code, Comprehensive Plan, and the requirements of all other applicable state and federal agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.06.03

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.06.03 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application*":

A. *Whether it is consistent with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan;*

Staff Finding: As noted previously in the analysis prepared for LDC Chapter 2, Part II, Section 2.05.05 of this staff report, the requested zoning district is in conformance with the Comprehensive Plan elements, and their goals, objectives and policies.

B. *Its impact upon the environment and natural resources;*

Staff Finding: The wetland lines have been recently set in the field by a qualified environmental professional and the results indicate there are only 0.84 +/- acre of wetlands located along the eastern property line. Since these are not isolated wetlands they will need to be preserved by the project. Upon submittal of a Master Site Plan or Technical Site Plan a more thorough environmental analysis will be provided by the applicant and reviewed by applicable City staff and other governmental review agencies.

C. *Its impact on the economy of any affected area;*

Staff Finding: Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs over the first few years and will provide additional tax revenues to the City. Additionally, the residences will increase demand for future single-family homes as many newcomers to Palm Coast want to rent a year or so, especially at this time where there is a very limited supply of homes to choose from, to ensure they want to live in Palm Coast or sell an existing out-of-town home and to determine which neighborhood in Palm Coast they want to permanently reside in. If the project is denied then potential Palm Coast residents may rent in another community and then end up purchasing a home in that community.

D. *Its impact upon necessary governmental services such as schools, sewage disposal, potable water, drainage, fire and police protection, solid waste, or transportation;*

Staff Finding: The impact on the necessary governmental services including: wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems will be covered by concurrency regulations and impact fees paid by the developer during the site plan process.

E. *Any changes in circumstances or conditions affecting the area;*

Staff Finding: The market for brick and mortar retail and office uses has substantially declined over the last 10 – 15 years and this has become more relevant on secondary arterial roadways as most of the remaining commercial uses desire to be located along the three major east-west

corridors in the City that have I-95 interchanges or nearby activity centers where north-south arterial roadways intersect with these east-west corridors. This reduced demand for commercial services along this area of Old Kings Road makes residential uses more logical for the subject property and having higher density residences located between Graham Swamp on the east and undeveloped High Intensity Commercial (COM-3) on the other three sides is an appropriate location for a MFR-2 project.

F. Compatibility with proximate uses and development patterns, including impacts to the health, safety, and welfare of surrounding residents;

Staff Finding: As previously described the proposed rezoning will be easily compatible with the existing preserve lands to the east and future commercial uses in the overall neighborhood. The nearest residential single-family homes are located over one mile away to the north.

G. Whether it accomplishes a legitimate public purpose:

Staff Finding: The subject property is located almost entirely within the Mixed Use designation on the FLUM and the proposed zoning district of MFR-2 is an allowable zoning district within that FLUM designation. Staff believes the site is very appropriate for the proposed higher density residential community.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers or property owners who are requesting to rezone property within the City to notify neighboring property owners within 300 feet of the subject property boundaries and hold a neighborhood meeting.

To comply with this standard, the developer notified the neighboring property owners via standard USPS mail on May 1st, of a neighborhood meeting that was held on May 11, 2021 at 5:30 P.M at the Hilton Garden Inn NW of the intersection of Town Center Boulevard and SR 100. No one from the public attended this neighborhood meeting but two persons representing the applicant did as well as two City staff members.

The developer erected two City provided signs along the east side of Old Kings Road located about 400 to 500 feet west of the subject property by July 20th, notifying the general public of the upcoming public hearings for the City Council on August 3 and August 17. (Note the subject property currently has no frontage on any public street.) City staff has received no correspondence from the public supporting or objecting to this rezoning application.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD

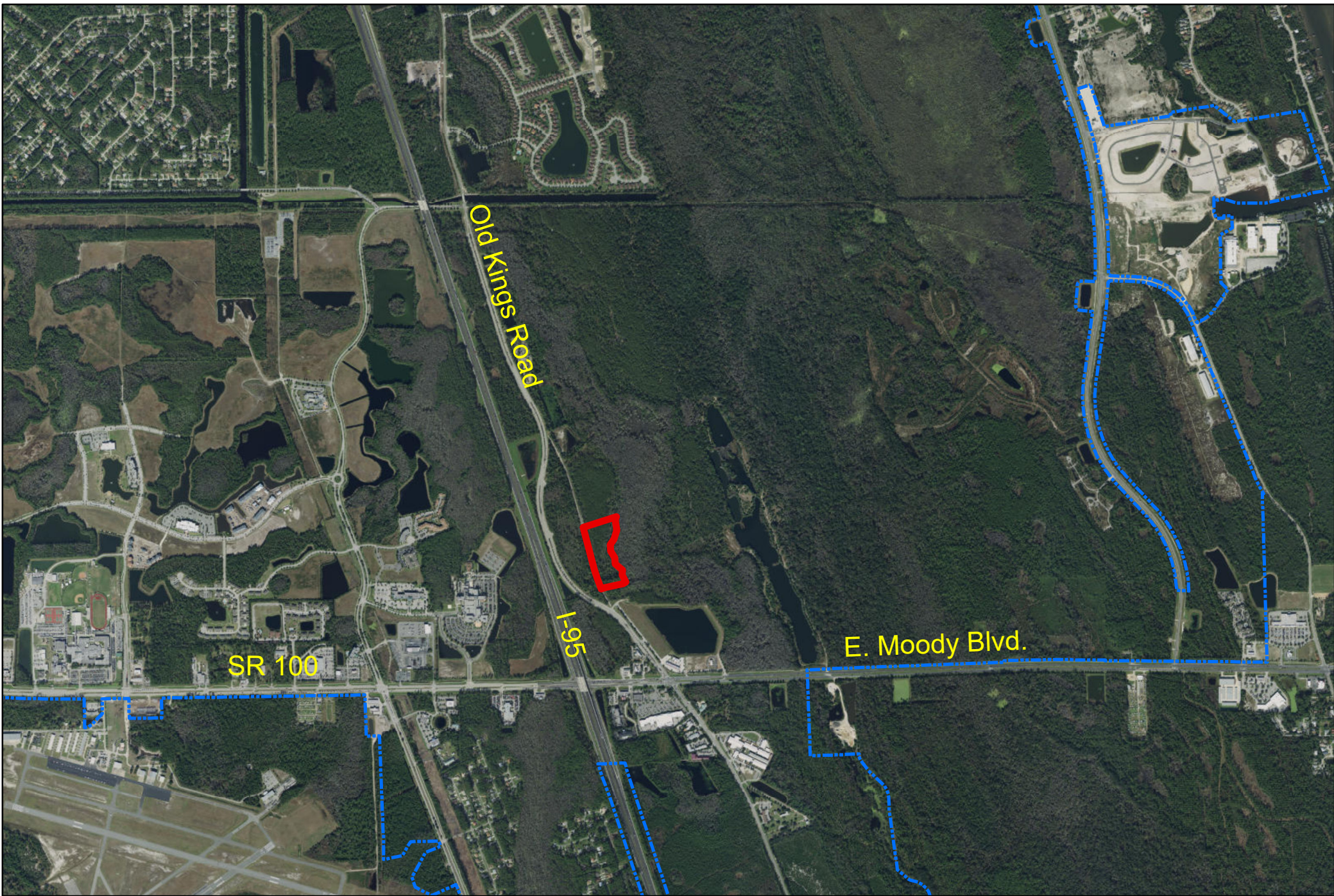
The Planning and Land Development Regulation Board (PLDRB) meeting was held at 5:30 PM on May 19, 2021. This was a hybrid meeting. No one from the public attended specifically for this project. The PLDRB found this project in compliance with the Comprehensive Plan and Land Development Code and recommended approval to City Council by a 6 – 0 vote.

RECOMMENDATION



The Planning and Land Development Regulation Board determined the proposed rezoning (Application No. 4738) was consistent with the Comprehensive Plan and recommended

approval to City Council to rezone 10.85 +/- acres from High Intensity Commercial (COM-3) to Multi-Family Residential-2 (MFR-2).

The Tribute - Distant Aerial



Legend

-  Palm Coast City Limits
-  Rezoning App

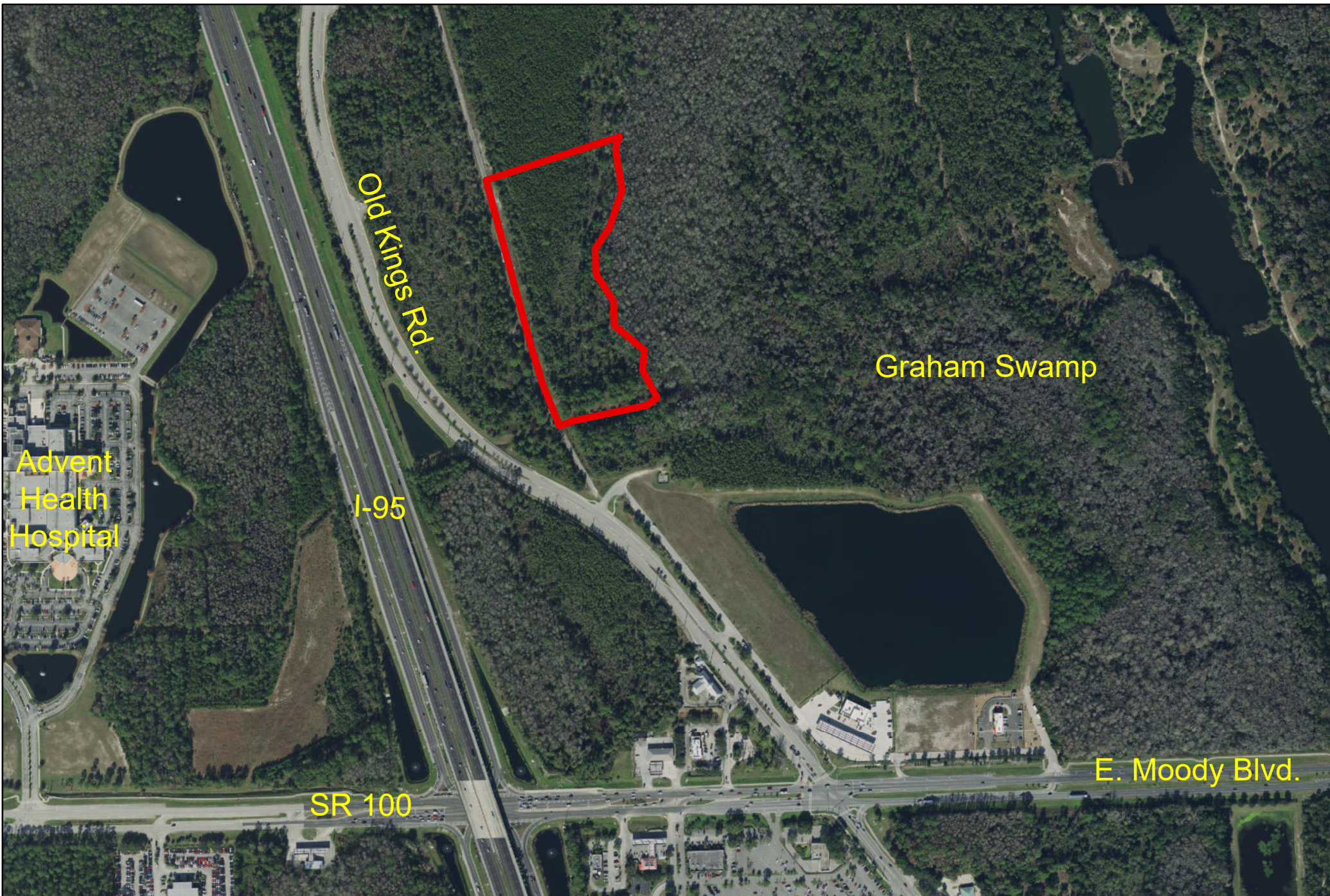
0 1,250 2,500
Feet





Map Provided By: Planning Division



The Tribute - Close-up Aerial



Legend

-  Palm Coast City Limits
-  Rezoning App

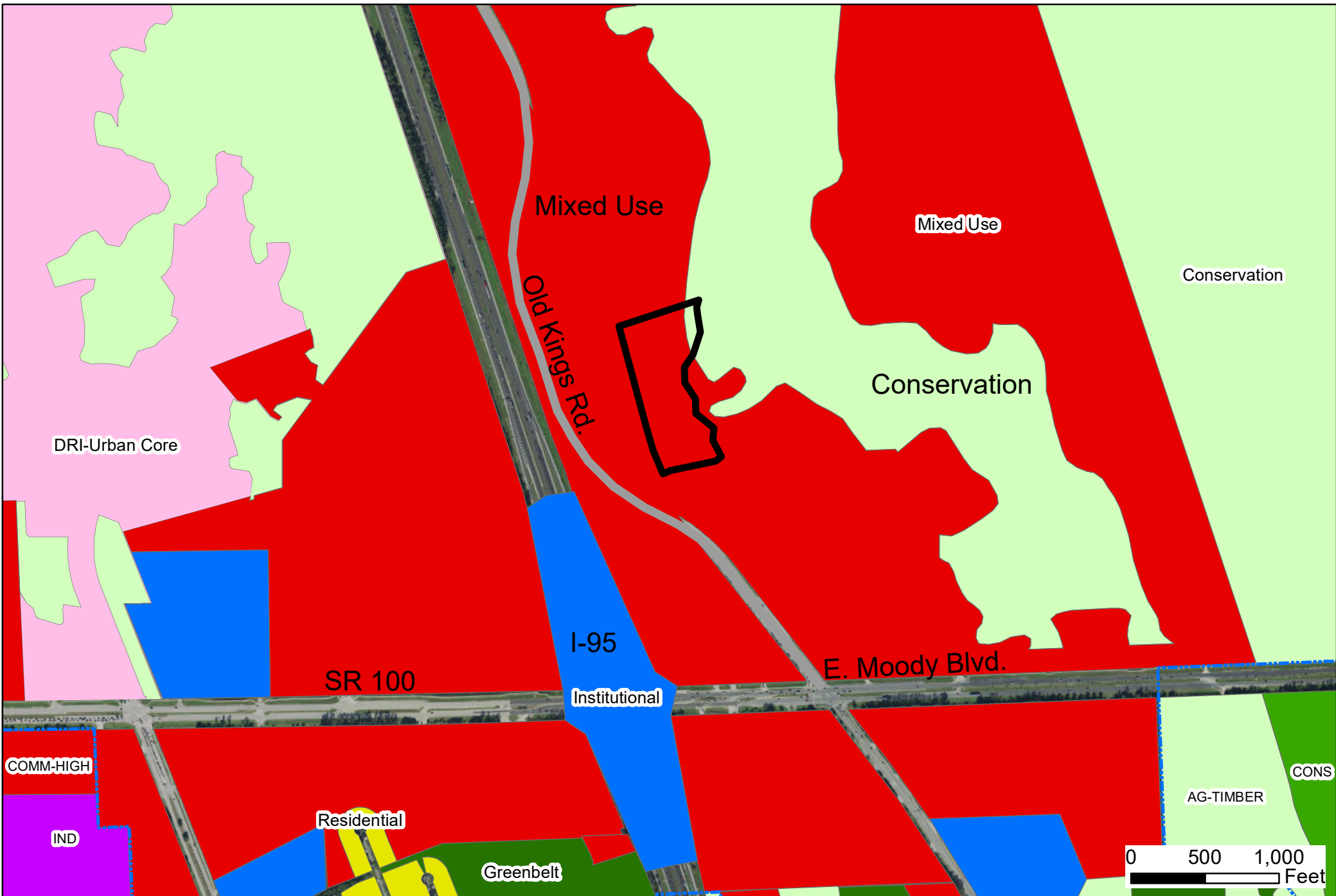
0 312.5 625
Feet



Map Provided By: Planning Division



The Tribute - FLUM



Legend

Palm Coast City Limits	CONSERVATION	DRI-Urban Core	Mixed Use	COMMERCIAL: HIGH INTENSITY	MIXED USE: LOW INTENSITY
Rezoning App	Canals	Greenbelt	Residential	COMMERCIAL: LOW INTENSITY	MIXED USE: HIGH INTENSITY
FLUM CATEGORY	Conservation	Industrial	Flagler County FLUM	CONSERVATION	RESIDENTIAL: LOW DENSITY / RURAL ESTATE
AGRICULTURE & TIMBERLANDS	DRI-Mixed Use	Institutional	AGRICULTURE & TIMBERLANDS	INDUSTRIAL	



Map Provided By: Planning Division

The Tribute - Existing Zoning Map



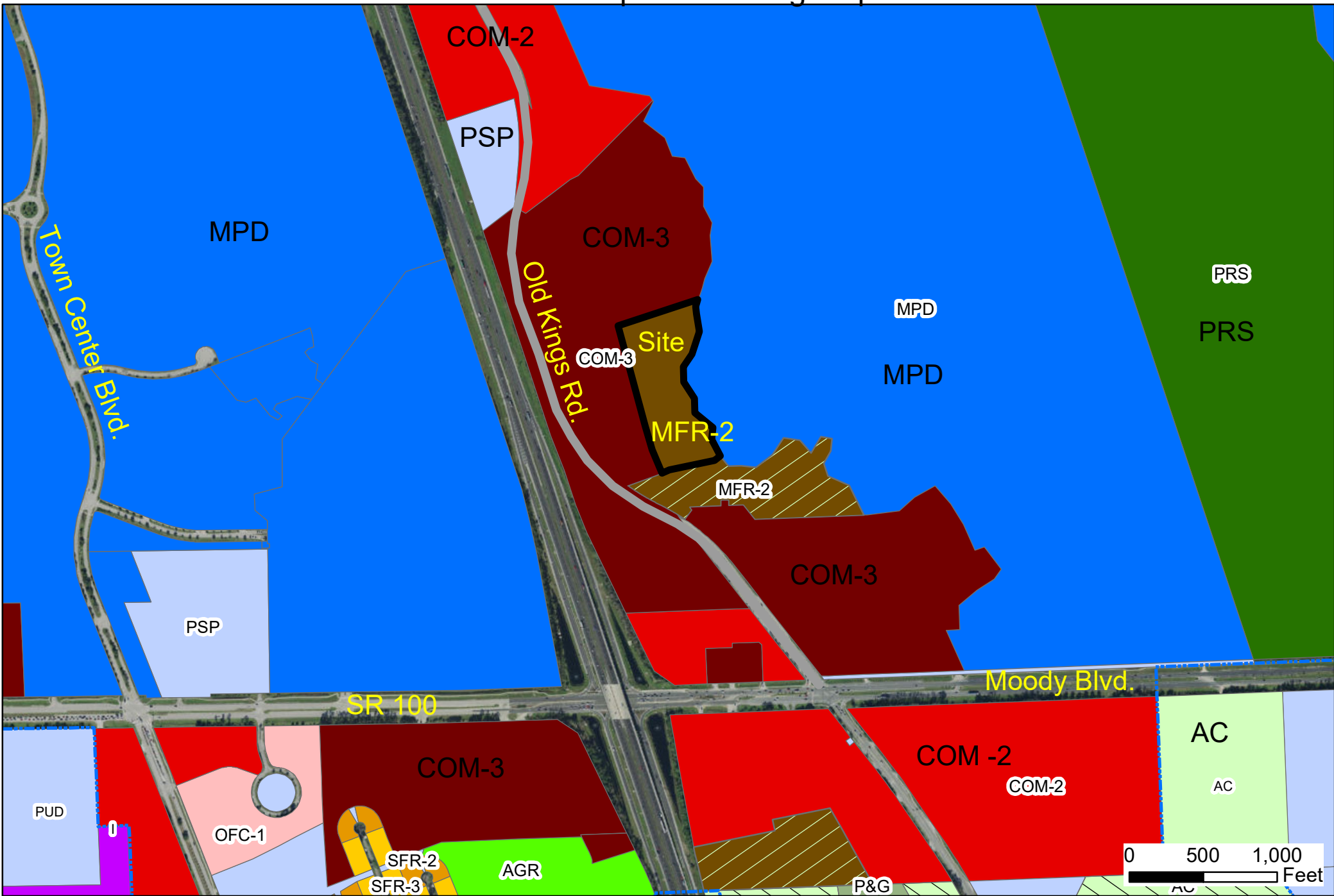
Legend

	AGR	COM-3	EST-2	MFR-1	OFC-1	PRS	SFR-1	Flagler Zoning	CN	PUD
	COM-1	DPX	IND-1	MFR-2	OFC-2	PSP	SFR-2	AC	I	R-1
	COM-2	EST-1	IND-2	MPD	P&G	PUD	SFR-3	C-1	I-PUD	R-1B
							SFR-4	C-2	NRC-PUD	R/C



Map Provided By: Planning Division

The Tribute - Proposed Zoning Map



Legend

Palm Coast City Limits	AGR	COM-3	EST-2	MFR-1	OFC-1	PRS	SFR-1	CN	PUD
Rezoning App	COM-1	DPX	IND-1	MFR-2	OFC-2	PSP	SFR-2	I	R-1
Zoning	COM-2	EST-1	IND-2	MPD	P&G	PUD	SFR-3	I-PUD	R-1B
AC							SFR-4	NRC-PUD	R/C

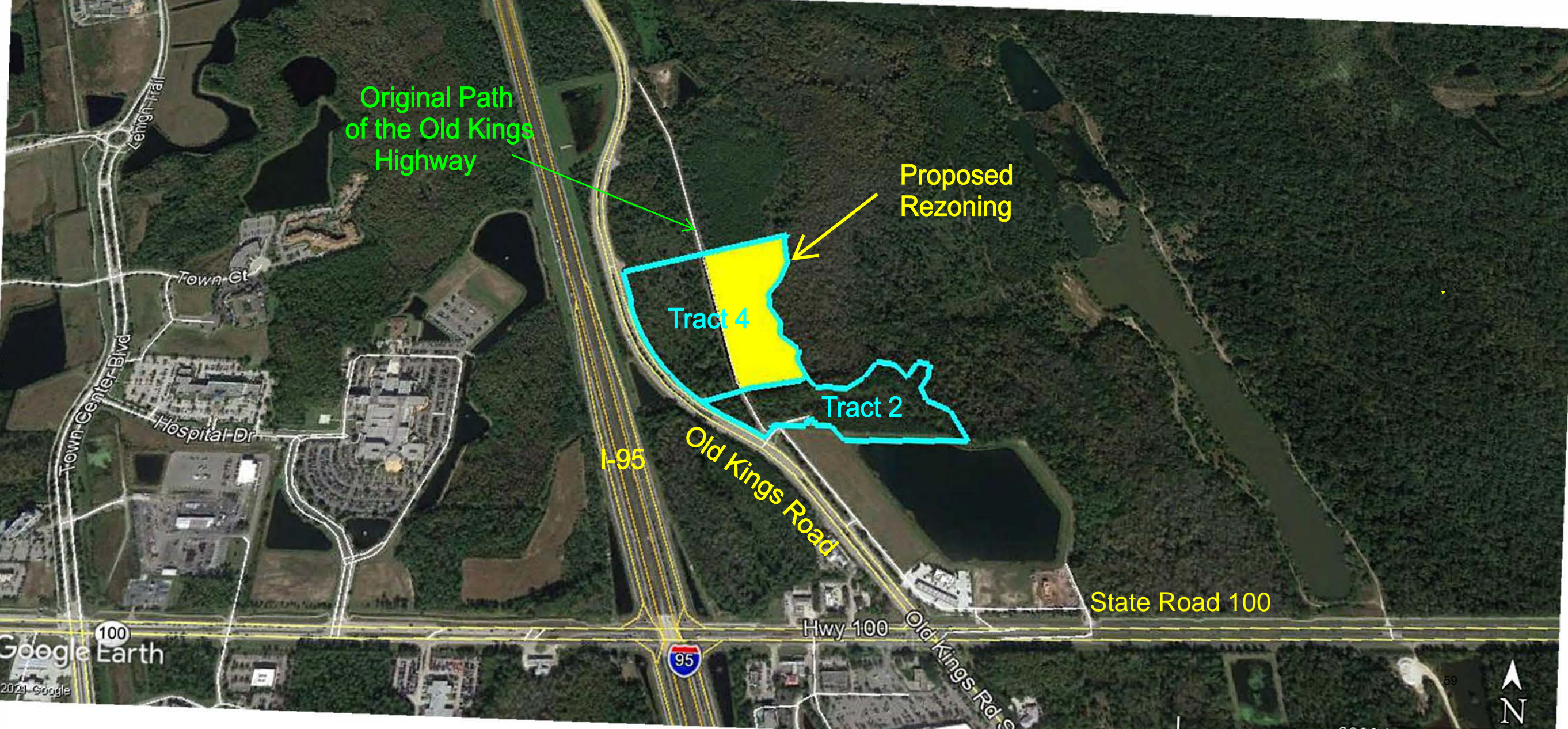
Flagler Zoning

AC	I	PUD
C-1	I-PUD	R-1B
C-2	NRC-PUD	R/C



Map Provided By: Planning Division





Original Path
of the Old Kings
Highway

Proposed
Rezoning

Tract 4

Tract 2

I-95

Old Kings Road

State Road 100

Hwy 100

Old Kings Rd S

Town-Center Blvd

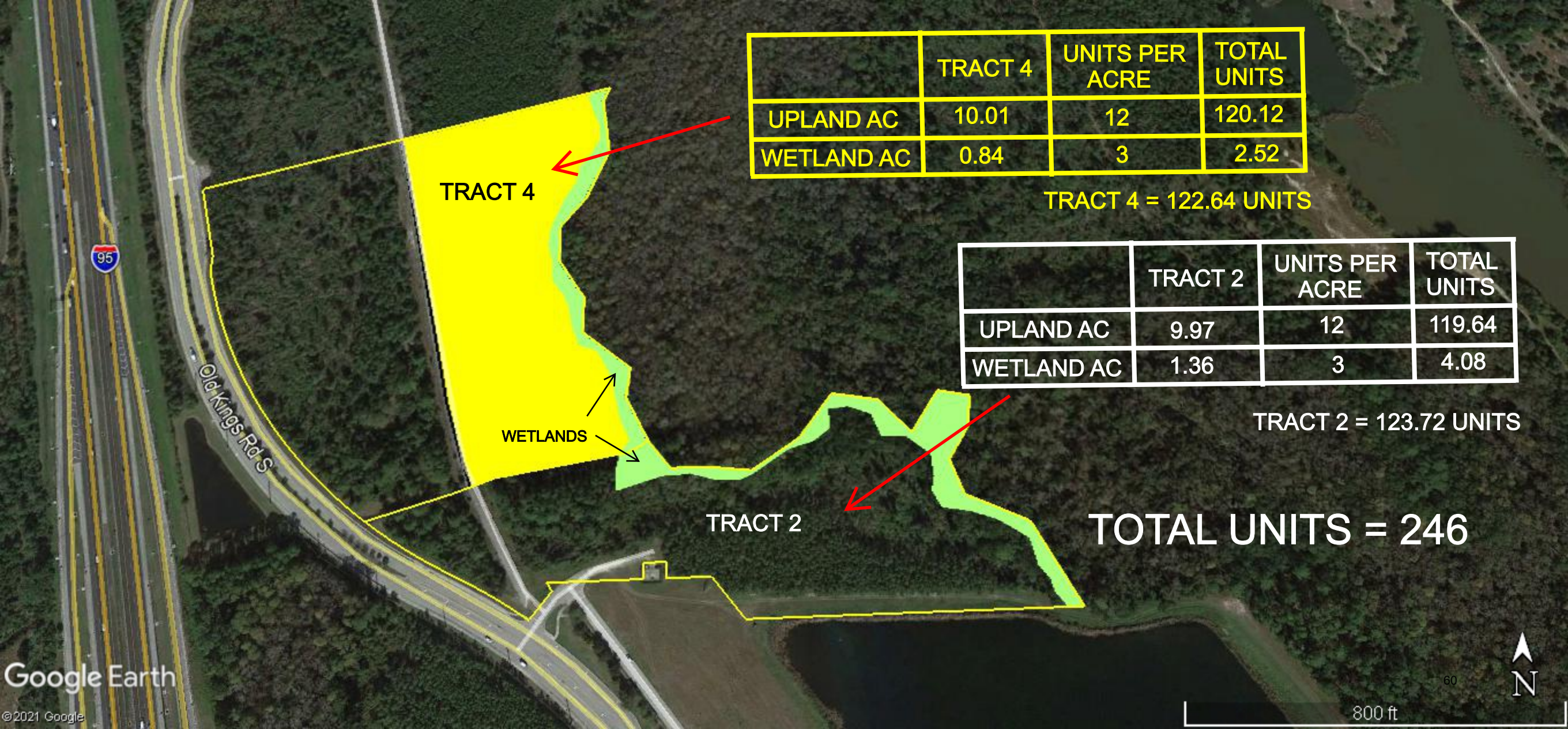
Hospital Dr

Town Ct

Google Earth

© 2021 Google





	TRACT 4	UNITS PER ACRE	TOTAL UNITS
UPLAND AC	10.01	12	120.12
WETLAND AC	0.84	3	2.52

TRACT 4 = 122.64 UNITS

	TRACT 2	UNITS PER ACRE	TOTAL UNITS
UPLAND AC	9.97	12	119.64
WETLAND AC	1.36	3	4.08

TRACT 2 = 123.72 UNITS

TOTAL UNITS = 246

Via email: cfaulkner8@cfl.rr.com

Ref: 5321.01

TECHNICAL MEMORANDUM

To: Thomas L. Gibbs c/o Charlie Faulkner
From: Matthew West, AICP
Subject: The Tribute Multifamily Rezoning Traffic Impact Analysis (RTIA), Palm Coast, FL
Date: May 11, 2021

INTRODUCTION

LTG, Inc. (LTG) has been retained by Flagler Pioneer Group, LLC., to prepare a traffic analysis in support of a rezoning for Tract 4 (10.85 acres), also known as The Tribute. The application proposes to change the zoning designation from High Intensity Commercial (COM-3) to Multifamily Residential (MFR-2) in the City of Palm Coast, Florida. The subject site is east of Old Kings Road and north of SR 100.

The methodology and procedures used in this analysis are consistent with the guidelines for the CITY and the River to Sea Transportation Planning Organization (R2CTPO).

TRIP GENERATION FOR THE EXISTING VS. PROPOSED ZONING DESIGNATION

The site has a City zoning of High Intensity Commercial (COM-3). The trip generation was determined using the Institute of Transportation Engineers (ITE) document, *Trip Generation Manual*, 10th Edition. Shopping Center, land use code 820, was used as the most accurate use category for the existing zoning designation of COM-3, which permits a floor area ratio (FAR) of 0.50. Per a Recorded Development Agreement, for vesting purposes the FAR has been limited to 0.20. An FAR of 0.2 results in 94,525 square-feet (sq. ft.), while an FAR of 0.50 results in 236,313 sq. ft of non-residential building area. The gross average daily trips, a.m., and p.m. peak hour two-way trips for the current zoning with the 0.20 FAR and 0.50 FAR is shown in Table 1.

A certain portion of the shopping center trips generated are expected to be attracted from existing traffic on the adjacent roadway (Old Kings Road). Consistent with methodology outlined in the ITE, *Trip Generation Handbook*, 3rd Edition, a 34% pass-by reduction is applicable for the Shopping Center use to account for trips that are already on the roadway. However, in accordance with the R2CTPO Guidelines, the pass-by trips have been limited to 14% of the adjacent roadway traffic. The net average daily, a.m., and p.m. peak-hour two-way trips, for the 0.20 FAR and 0.50 FAR are shown in Table 2.

The applicant is requesting Multifamily Residential (MFR-2) zoning. The trip generation was determined using the ITE, *Trip Generation*, 10th Edition. As proposed, the MFR-2 proposed development will consist of 123 mid-rise multifamily residential dwelling units (DUs). The land use multifamily residential (ITE LUC 221) was used as the highest trip generating use for the requested zoning and was used to calculate the proposed development trip generation. As indicated in Table 3, the proposed maximum buildout development program produces 669 gross daily trips, 44 gross a.m. peak-hour, and 54 gross p.m. peak-hour trips.

TECHNICAL MEMORANDUM

Charlie Faulkner

May 11, 2021

Page 2

Table 1
Existing Zoning Gross Trip Generation
The Tribute RTIA

Existing Zoning	Time Period	FAR	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
COM-3	Daily	0.2	Shopping Center	820	$\text{Ln(T)}=0.68\text{Ln(X)}+5.57$	94.5	KSF	50%	50%	2,893	2,893	5,786
	AM Peak-Hour				$T=0.94(X)$			62%	38%	55	34	89
	PM Peak-Hour				$\text{Ln(T)}=0.74\text{Ln(X)}+2.89$			48%	52%	250	271	521
COM-3	Daily	0.5	Shopping Center	820	$\text{Ln(T)}=0.68\text{Ln(X)}+5.57$	236.3	KSF	50%	50%	5,395	5,395	10,789
	AM Peak-Hour				$T=0.94(X)$			62%	38%	138	84	222
	PM Peak-Hour				$\text{Ln(T)}=0.74\text{Ln(X)}+2.89$			48%	52%	493	534	1,027

TECHNICAL MEMORANDUM

Charlie Faulkner
May 11, 2021
Page 3

Table 2
Existing Zoning Net Trip Generation
The Tribute RTIA

Time Period	FAR	Land Use	Total Trips			Pass-by Trips			New External Trips		
			Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	0.20	Shopping Center	2,893	2,893	5,786	595	595	1,190	2,298	2,298	4,596
AM Peak-Hour			55	34	89	0	0	0	55	34	89
PM Peak-Hour			250	271	521	51	56	107	199	215	414
Time Period	FAR	Land Use	Total Trips			Pass-by Trips			New External Trips		
			Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	0.50	Shopping Center	5,395	5,395	10,789	595	595	1,190	4,800	4,800	9,600
AM Peak-Hour			138	84	222	0	0	0	138	84	222
PM Peak-Hour			493	534	1,027	51	56	107	442	478	920

Table 3
Proposed Zoning Trip Generation
The Tribute RTIA

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Multifamily Housing (Mid-Rise)	221	$T=5.45(X)-1.75$	123	DU	50%	50%	334	334	669
AM Peak-Hour			$T=0.36(X)$			26%	74%	12	33	44
PM Peak-Hour			$T=0.44(X)$			61%	39%	33	21	54

CHANGE IN TRIP GENERATION BETWEEN PROPOSED AND EXISTING ZONING DESIGNATIONS

Table 4 shows the results of existing and proposed trip generations. When an FAR of 0.20 is applied, the proposed zoning change from COM-3 to MFR-2 would potentially result in a decrease of 3,927 average daily trips, 45 a.m. peak-hour two-way trips, and 360 p.m. peak hour two-way trips. When an FAR of 0.50 is applied, the proposed zoning change from COM-3 to MFR-2 would potentially result in a decrease of 8,931 average daily trips, 178 a.m. peak-hour two-way trips, and 866 p.m. peak hour two-way trips.

Table 5
Difference Between Existing & Proposed Zoning
The Tribute RTIA

0.2 FAR	Existing Zoning	Proposed Zoning	Difference
Daily	4,596	669	3,927 Reduction
A.M. Peak-Hour	89	44	45 Reduction
P.M. Peak-Hour	414	54	360 Reduction
0.5 FAR	Existing Zoning	Proposed Zoning	Difference
Daily	9,600	669	8,931 Reduction
A.M. Peak-Hour	222	44	178 Reduction
P.M. Peak-Hour	920	54	866 Reduction

IMPACT OF TRIP GENERATION ON NEARBY INTERSECTION

At the request of the City of Palm Coast, the impact of the proposed rezoning analysis for Tract 4, and additionally the traffic from Tract 2 (246 DUs) on the intersection of Town Center Boulevard at Old Kings Road was estimated. The 2019 AADT collected and reported by the City of Palm Coast is 8,500 for the segment of Old Kings Road between Town Center Boulevard and SR 100. A 5% growth was applied to estimate the 2021 AADT at 8,925. FDOT's Quality Level of Service tables estimate the daily LOS "C" volume for Old Kings Road is 37,900. Using previous turning movement counts collected at Town Center Boulevard and Old Kings Road at SR 100, it is estimated that 48% of the proposed traffic could impact the intersection of Town Center Boulevard at Old Kings Road, resulting in approximately 643 daily trips. When the additional daily trips for Tract 2 and Tract 4 are added to the estimated 2021 daily volume, the project is expected to consume 1.6% of the daily LOS (total estimated volume of 9,568). Additional analysis will be provided in greater detail during the site plan review phase.

CONCLUSION

This study was conducted to evaluate the impact that a change in zoning designations would have on area roadways in the City of Palm Coast. When evaluating the difference between the existing and proposed potential maximum development scenarios for the zoning change, the development could potentially result in a reduction of trips on the surrounding roadway network. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process as well.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name : Matthew West

Signature: _____

Date: May 11, 2021



GENERAL APPLICATION: ☒ Rezoning ☐ Special Exception
☐ Nonstatutory Land Division/Parcel Reconfiguration ☐ Vacating Plat
☐ Subdivision Master Plan ☐ Preliminary Plat ☐ Final Plat
☐ Master Site Plan ☐ Nonresidential Controlling Master Site Plan
☐ Technical Site Plan ☐ Site Plan Addition ☐ Development Order Modification
☐ Variance ☐ Parking Flexibility
☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid: \$ _____ Date of Acceptance: _____
Employee Name Accepting Application (print name): _____
Rejected on _____ Rejected by: _____
Reason for Rejection: _____

- A. PROJECT NAME: The Tribute
- B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): None
East of Old Kings Road & north of Kings Pointe Subdivision
- C. PROPERTY APPRAISER'S PARCEL NUMBER(s): 39-12-31-0000-01010-0056 (Portion of)
- D. LEGAL DESCRIPTION: See Exhibit A2 Subdivision Name; _____ Section; _____ Block; _____ Lot
- E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 10.85 Acres
- F. FUTURE LAND USE MAP DESIGNATION: Mixed Use EXISTING ZONING DISTRICT: COM-3
OVERLAY DISTRICT: None
- G. FLOOD ZONE: X COMMUNITY PANEL NUMBER: 0231E DATE: 6/6/2018
- H. PRESENT USE OF PROPERTY: Undeveloped
- I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
Rezone a portion of Tract 4 from COM-3 to MFR-2
- J. PROPOSED NUMBER OF LOTS: None
- K. CHECK APPROPRIATE BOX FOR SITE PLAN:
☐ Tier 1 (up to 40,000 sq. ft. / 40 units)
☐ Tier 2 (up to 100,000 sq. ft. / 100 units)
☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)
- L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION: None
- M. WATER/SEWER PROVIDER: City of Palm Coast
- N. IS THERE AN EXISTING MORTGAGE? ☐ Yes ☒ No

**OWNER:**

Name:	FLAGLER PIONEER GROUP LLC
Mailing Address:	C/O TOM GIBBS, 2 LAMBERT COVE FLAGLER BEACH, FL 32136
Phone Number:	386-437-9363
E-mail Address:	TGIBBS13@AOL.COM

APPLICANT / AGENT:

Name:	CHARLIE FAULKNER
Mailing Address:	291 BYRD ROAD CRESCENT CITY, FL 32112
Phone Number:	386-931-9147
E-mail Address:	CFAULKNER8@CFL.RR.COM

MORTGAGE HOLDER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

ENGINEER OR PROFESSIONAL:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

PLANNER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

TRAFFIC ENGINEER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

SURVEYOR:

Name:	Upham, Inc.
Mailing Address:	265 Kenilworth Ave. Ormond Beach, FL 32174
Phone Number:	386.672.9515
E-mail Address:	rwstrcula@uphaminc.com

LANDSCAPE ARCHITECT:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

ATTORNEY:

Name:	Jay W. Livingston, Esq.
Mailing Address:	Livingston & Sword, P.A., 391 Palm Coast PkwY SW #1 Palm Coast, Florida 32137
Phone Number:	386-627-0772
E-mail Address:	JAY.LIVINGSTON314@GMAIL.COM

DEVELOPER OR DOCKMASTER:

Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application

Signature(s) Charlie Faulkner

Printed or typed name(s): CHARLIE FAULKNER

NOTARY: This instrument was acknowledged before me on this 20 day of April, 2021 by

Charlie Faulkner who is/are personally known to me, or who has/have produced

[Signature] as identification.

[Signature]
Signature of Notary Public, State of Florida



Bonded through Notary Application (sheet 2 of 2)



NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this _____ day of _____, 20____ personally appeared
Charlie Faulkner who after providing Drivers License as
identification and who ☒ did, _____ did not take an oath, and who being duly sworn, deposes
and says as follows: "I have read and fully understand the provisions of this instrument".

Two (2) signs have been posted on the subject property subject to a rezoning as described with
Application # 4738

☒ At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the Planning & Land Development Regulation Board (PLDRB)

OR

_____ At least fourteen (14) calendar days before the hearing date advertising the date, time, and
location of the City Council hearing.

Signature of Responsible Party

Charlie Faulkner

Printed Name

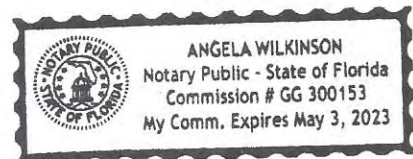
291 Byrd Road, Crescent City, FL 32112

Mailing Address

Signature of Person Taking Acknowledgement

Angela Wilkinson

Name of Acknowledger (Typed, Printed or Stamped)



SEAL

This document, once executed, must be returned to a Land Development Technician in the City
of Palm Coast Community Development Department prior to the hearing date. Failure to
provide document by that time will result in the application not being placed on the agenda for a
public hearing.

April 30, 2021

RE: Proposed Rezoning - Parcel ID 39-12-31-0000-01010-0056
Adjacent Property Owner Notification of Neighborhood Meeting

Dear Neighboring Property Owner:

A Neighborhood Meeting to discuss the rezoning of **Parcel ID 39-12-31-0000-01010-0056** is scheduled for May 11, 2021 at 5:30 pm at the Hilton Garden Inn Board Room; 55 Town Center Blvd, Palm Coast, FL 32164.

The proposal is to rezone the property from High Intensity Commercial (COM-3) to Multi-Family Residential-2 (MFR-2) for a residential community called "**THE TRIBUTE**". A map of the subject property is attached for your use and reference.

If you have any questions, please contact me at 386-931-9147. We look forward to seeing you at the above referenced meeting.

Sincerely,

Charlie Faulkner

Charlie Faulkner,
Project Manager,
Faulkner & Associates



04-12-31-0000-04030-0011
CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

09-12-31-0000-02010-0014
FLAGLER PIONEER GROUP LLC
C/O TOM GIBBS
2 LAMBERT COVE
FLAGLER BEACH, FL 32136

39-12-31-0000-01010-0050
HEARTWOOD 4 LLC
401 EAST LAS OLAS BLVD STE 800
FORT LAUDERDALE, FL 33301

39-12-31-0000-01010-0051
WAL-MART STORES EAST LP
PROPERTY TAX DEPT 8013
1301 SE 10TH STREET STORE #4212-00
BENTONVILLE, AR 72716

39-12-31-0000-01010-0056
FLAGLER PIONEER GROUP LLC
C/O TOM GIBBS
2 LAMBERT COVE
FLAGLER BEACH, FL 32136

39-12-31-0000-01010-0057
KINGS POINTE COMMERCIAL
CENTER OWNERS ASSOCIATION INC C/O
2 LAMBERT COVE
FLAGLER BEACH, FL 32136

39-12-31-0000-01010-0058
FLAGLER PIONEER GROUP LLC
C/O TOM GIBBS
2 LAMBERT COVE
FLAGLER BEACH, FL 32136

39-12-31-3380-00000-00B0
KINGS POINTE COMMERCIAL CENTER
OWNERS ASSOCIATION INC C/O TOM GI
2 LAMBERT COVE
FLAGLER BEACH, FL 32136

39-12-31-3380-00000-00C0
CITY OF PALM COAST
160 LAKE AVENUE
PALM COAST, FL 32164

THE TRIBUTE REZONING

**City Council Public Hearing
August 3, 2021**

Location Map

The Tribute is 10.85 +/- acres and is located about 450 feet east of Old Kings Road and one-third mile north of SR 100.



Close-up Aerial

Property owner wants to rezone the property from High Intensity Commercial (COM-3) to Multi-Family Residential – 2 (MFR-2).



Legend



0 312.5 625
Feet



Map Provided By: Planning Division



Project Description

Ravenshill Holdings, LLC is the contracted purchaser of the east 10.85 +/- acres of Tract 4 and the 11.33 +/- acres of Tract 2 with the purpose of developing a higher end multi-family rental community.



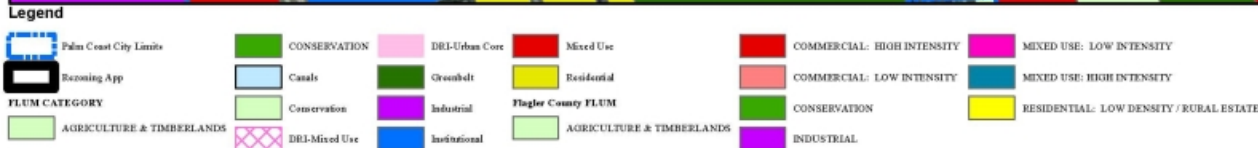
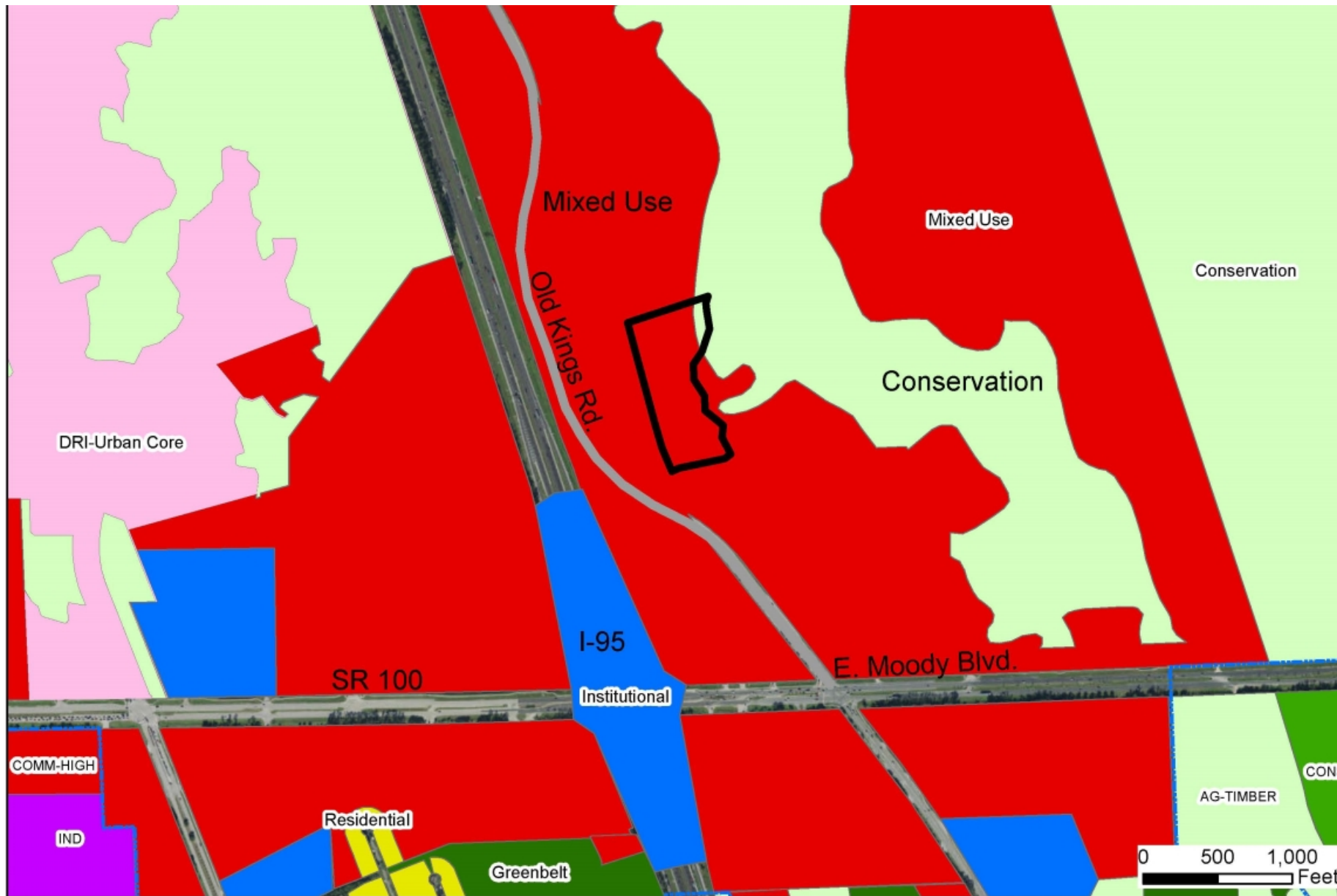
Conceptual Layout

Project would have 246 homes with 6 as carriage homes and 240 homes as 3-story buildings (in yellow) and 4-story buildings (in orange). Clubhouse is at NW part of lake.



FLUM

Subject property and all nearby lands to the north, west, south and SE are all Mixed Use. Lands to the east and NE are Conservation.



The Tribute - Existing Zoning Map



Site and lands to the north and west are COM-3.

South is MFR-2.

East is MPD.

The Tribute - Proposed Zoning Map



Legend

Palm Beach County Limits	AGR	COM-3	EST-2	MFR-1	OFC-1	PRS	SFR-1	CN	PUD
Battling App	COM-1	DPX	IND-1	MFR-2	OFC-2	PSP	SFR-2	I	R-1
Zoning	COM-2	EST-1	IND-2	MPD	P&G	PUD	SFR-3	C-1	R-1B
	AC						SFR-4	C-2	R/C

Flagler Zoning
 AC
 I
 C-1
 C-2
 SFR-PUD
 N
 CITY OF PALM BEACH COUNTY
 Map Provided By: Planning Division

Site is proposed for MFR-2 and would be developed with MFR-2 site to the south.

Five Review Criteria from Sec. 2.05.05 of LDC

A. Must not be in conflict with public interest.

Findings: MFR-2 is an allowed zoning district in Mixed Use areas on the Comprehensive Plan and will be compatible with other uses allowed on neighboring lands.

B. Must be consistent with LDC and Comprehensive Plan.

Findings: Project meets four goals, policies or objectives of the Comprehensive Plan and will need to meet the LDC.

Five Review Criteria from Sec. 2.05.05 of LDC

C. Must not impose a significant liability or hardship on City.

Findings: Public facilities such as water and sewer are available to serve the site and Old Kings Road with the project's traffic included will easily be at LOS C.

D. Must not create an unreasonable hazard or nuisance.

Findings: This rezoning will be compatible with the overall neighborhood as it is located between an area of preserved lands and undeveloped High Intensity Commercial (COM-3) lands.

Five Review Criteria from Sec. 2.05.05 of LDC

E. Must comply with all applicable government standards.

Findings: Project will need to meet all local, state and federal development requirements.

Public Participation

- Applicants notified, via U.S. First Class mail, all property owners within 300 feet of the rezoning of the neighborhood meeting.
- Meeting was held at 5:30 PM on May 11 at the Hilton Garden Inn.
- The applicant had two representatives there, City had two staff members there but no one from the public attended.
- Two signs were erected and news ads run about two weeks prior to each public hearing.
- Staff has not received any communication from the public on the rezoning.

Planning and Land Development Regulation Board

- This hybrid meeting was held at 5:30 PM on May 19th.
- No one from the public attended specifically for this project.
- The PLDRB found this project in compliance with the Comprehensive Plan and recommended approval to City Council by a 6 – 0 vote.

Next Steps

- Second City Council Public Hearing for Rezoning
- Applicant's engineer would submit a Tier 3 Master Site Plan or Tier 3 Technical Site Plan.
- Staff would review this first, followed by the PLDRB and then City Council.

Recommendation

The Planning and Land Development Regulation Board determined the proposed rezoning (Application No. 4738) was consistent with the Comprehensive Plan and recommended approval to City Council to rezone 10.85 +/- acres from High Intensity Commercial (COM-3) to Multi-Family Residential-2 (MFR-2).

Applicant's team has a PowerPoint Presentation

City of Palm Coast, Florida

Agenda Item

Agenda Date : August 3, 2021

Department	PLANNING	Amount
Item Key	11282	Account
		#
Subject	ORDINANCE 2021-XX VOLUNTARY ANNEXATION OF 141.5 ACRE AREA 3,000' NORTH OF STATE ROAD 100 ON THE EASTSIDE OF ROBERTS ROAD	
Presenter : Jose Papa		
Background : Property Owners/Petitioners, M.L. Carter Services Inc., a Florida Corporation, Trustee of the Carter-Flagler Roberts Road Land Trust has filed a petition to voluntarily annex real property into the City of Palm Coast municipal boundaries. The subject parcels totaling approximately 141.5 acres are generally located ½ mile north of State Road 100 on the eastside of Roberts Rd. The proposed annexation area consists of Parcel ID #s <ul style="list-style-type: none">• 02-12-31-0000-01010-0151,• 02-12-31-0000-01010-0152,• 02-12-31-0000-01010-0141, and• 02-12-31-0000-01010-0142. The subject parcel is the last parcel within the Palm Coast Utility Service Area along Roberts Rd. As required by Ordinance # 2007-03, the subject parcel is required to annex in order to be provided utility (water/sewer) service from the City of Palm Coast. The southern boundary of the subject parcel abuts the City of Flagler Beach municipal boundaries The annexation of the subject properties is being accomplished in accordance with Florida Statutes, Chapter 171. The proposed annexation meets the criteria set forth in Subsection 171.043, Florida Statutes regarding the character of the area to be annexed: <ul style="list-style-type: none">• The property's eastern and southern boundary is contiguous to the City's boundary.• The property is reasonably compact, and is not part of another incorporated municipality and will be used for urban purposes.• The proposed annexation will not create an enclave.		
Recommended Action: ADOPT ORDINANCE 2021-XX APPROVAL OF VOLUNTARY ANNEXATION OF 141.5 ACRE AREA 3,000' NORTH OF STATE ROAD 100 ON THE EASTSIDE OF ROBERTS ROAD		

ORDINANCE 2021-_____
ANNEXATION OF GRAND RESERVE EAST

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF PALM COAST; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 141.5 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Petition for Annexation has been filed with the City Clerk of the City of Palm Coast, Florida, which petition contains the name of the property owner of the area described in Exhibit “A”, and requests annexation into the incorporated area and City Limits of the City of Palm Coast, Florida; and

WHEREAS, the City’s staff has certified that the property owner has signed the petition for Annexation; and

WHEREAS, the City Council hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Palm Coast, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

WHEREAS, the City of Palm Coast, Florida, is in a position to provide municipal services to the property described herein, and the City Council of the City of Palm Coast, Florida, deems it in the best interests of the City to accept said Petition for Annexation and to annex said property; and

WHEREAS, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying

the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Palm Coast; and

WHEREAS, the provisions of this ordinance and the actions taken herein are consistent with the City's Comprehensive Plan and State law; and

WHEREAS, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

WHEREAS, it is the City's best interest to annex property which provides economic and other benefits to the City wherever possible.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council of the City of Palm Coast. The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Council of the City of Palm Coast adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the "Area") is reasonably compact and contiguous to the present Corporate Limits of the City of Palm Coast, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Council of the City of Palm Coast finds that the annexation of the Area does not create an enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Council of the City of Palm Coast has applied the laws of the State of Florida, Chapter 171, *Florida Statutes*, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports.

(e) The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section

and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS. The lands described in Exhibit “A” and shown on the map in Exhibit “B”, attached hereto, (“Area”) be and they are hereby annexed to and included within the corporate limits of the City of Palm Coast, Florida.

SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Palm Coast, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Council of the City of Palm Coast, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Council of the City of Palm Coast, Florida.

SECTION 4. EFFECT ON AD VALOREM TAXES. All property lying within the boundaries of the Corporate/City Limits of the City of Palm Coast, Florida, as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

SECTION 5. EFFECT ON BUSINESSES AND OCCUPATIONS. All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Palm Coast, as revised, upon the securing of a valid business tax receipt from the City of Palm Coast, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

SECTION 6. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction,

such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 7. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter.

APPROVED on first reading the 3rd day of August 2021.

ADOPTED on second reading after due public notice and public hearing this 17th day of August, 2021.

CITY OF PALM COAST, FLORIDA

David Alfin, Mayor

ATTEST:

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND
LEGALITY

WILLIAM E. REISCHMANN, JR., ESQ.
CITY ATTORNEY

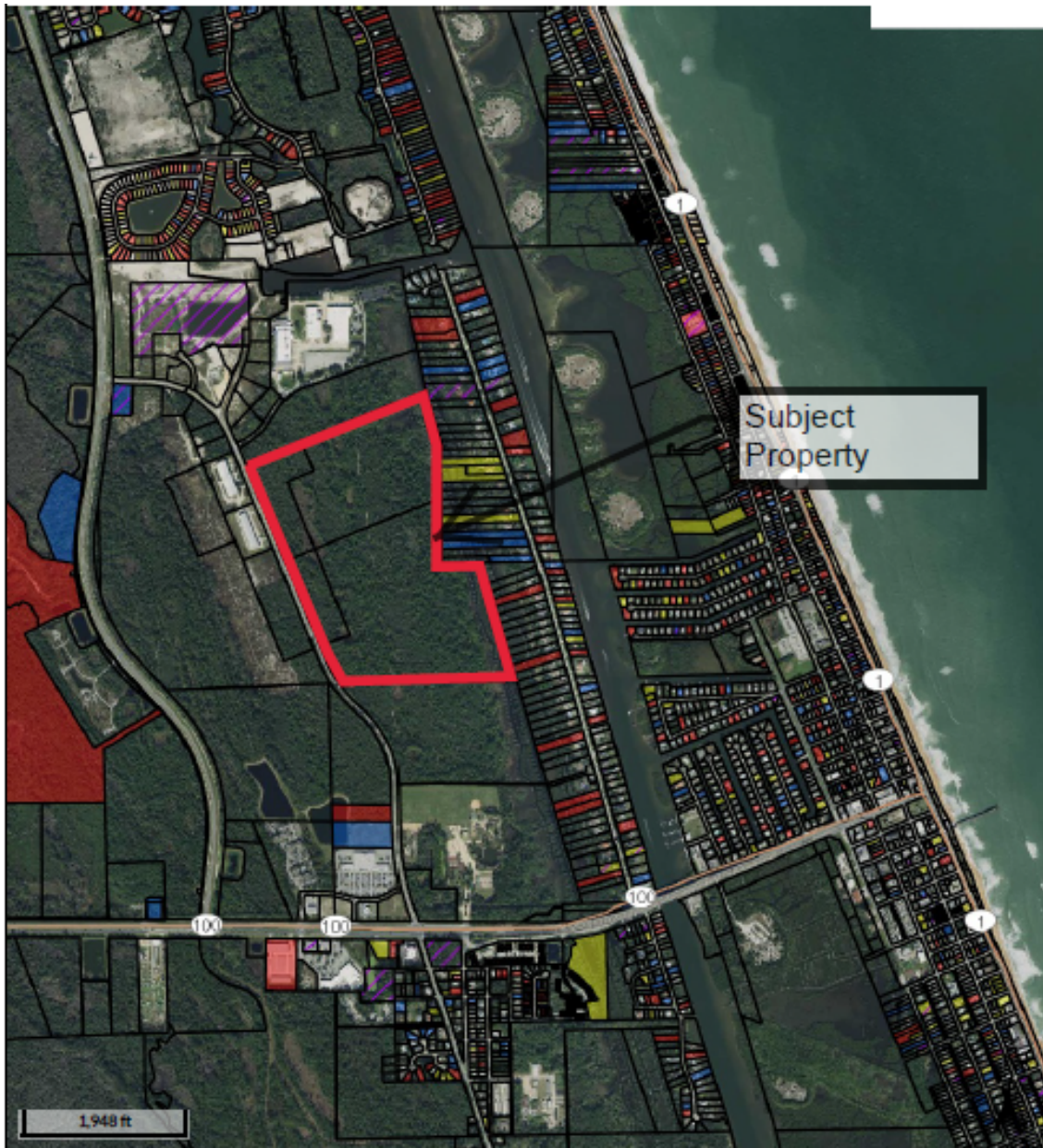
EXHIBIT "A"
LEGAL DESCRIPTION OF ANNEXATION AREA

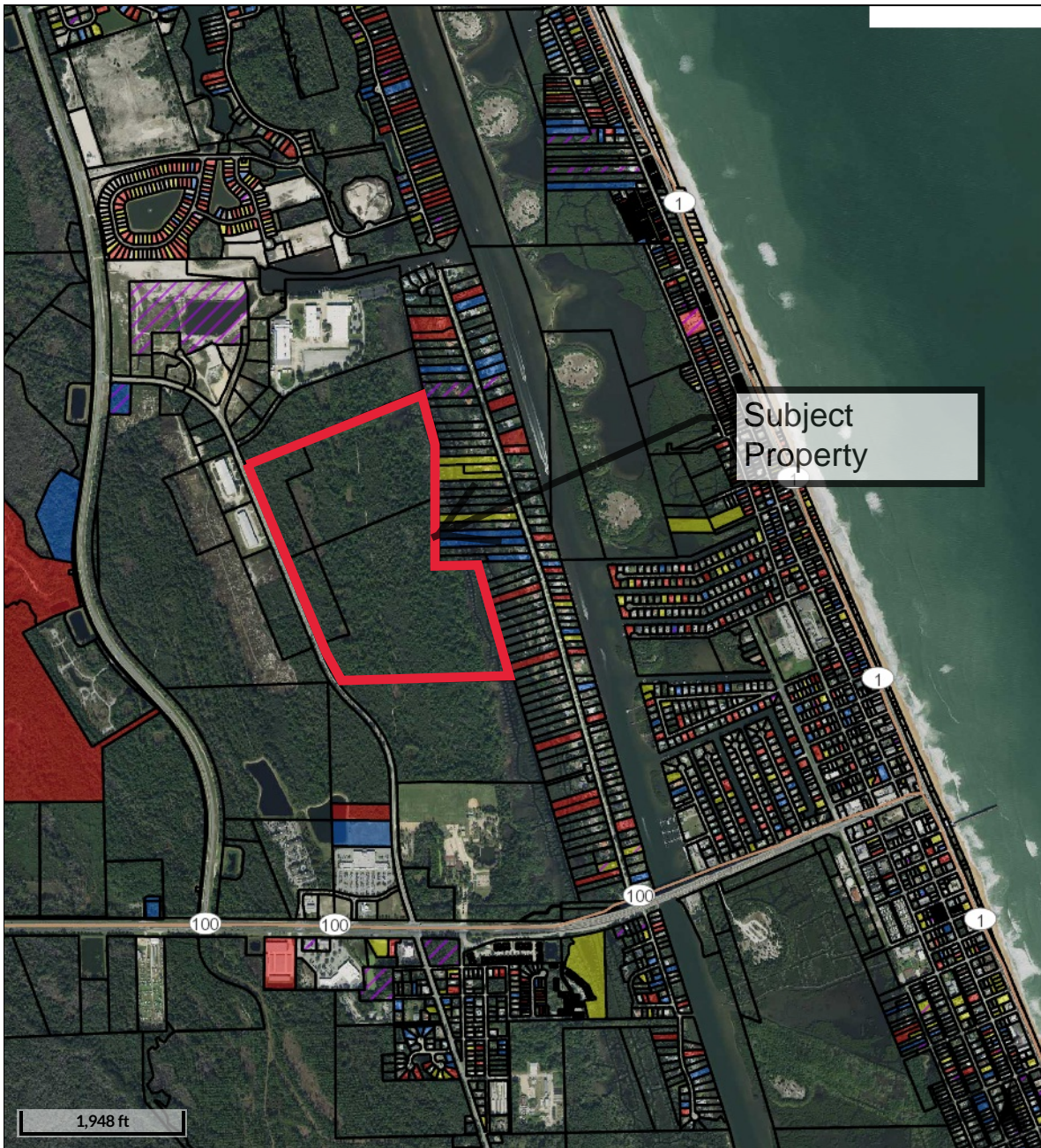
A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING A PORTION OF BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL FLORIDA, RECORDED IN MAP BOOK 1, PAGE 1, AND BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1973, PAGE 339, ALL OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 35, RIVER OAKS, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 27, PAGES 15 THROUGH 17 OF SAID PUBLIC RECORDS, SAID CORNER LYING ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2092, PAGE 1226, OF SAID PUBLIC RECORDS; THENCE SOUTH 88°13'31" WEST, ALONG SAID NORTHERLY LINE, 42.48 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 01°05'50" EAST, ALONG THE WESTERLY LINE THEREOF, AND ITS SOUTHERLY PROLONGATION, 1319.27 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2027, PAGE 98 OF SAID PUBLIC RECORDS; THENCE NORTH 88°58'17" EAST, ALONG THE SOUTHERLY LINE THEREOF, 456.54 FEET TO THE NORTHWESTERLY CORNER OF LOT 34, OF SAID RIVER OAKS; THENCE SOUTH 16°32'49" EAST, ALONG THE WESTERLY LINE OF SAID RIVER OAKS, 1387.30 FEET TO THE NORTHEASTERLY CORNER OF THOSE LANDS DESCRIBED AS EAST PARCEL AND RECORDED IN SAID OFFICIAL RECORDS BOOK 1973, PAGE 339; THENCE SOUTH 88°27'11" WEST, ALONG THE NORTHERLY LINE THEREOF, 2017.46 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF ROBERTS ROAD, AN 80 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED, SAID POINT LYING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1459.72 FEET; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°04'29", AN ARC LENGTH OF 333.10 FEET TO A POINT ON SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°56'25" WEST, 332.38 FEET; THENCE NORTH 22°24'01" WEST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG A NON-TANGENT LINE, 2403.92 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2093, PAGE 791, OF SAID PUBLIC RECORDS; THENCE NORTH 67°12'59" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS, 2228.20 FEET TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER LYING ON THE WESTERLY LINE OF SAID RIVER OAKS; THENCE SOUTH 16°46'29" EAST, ALONG SAID WESTERLY LINE, 710.04 FEET TO THE POINT OF BEGINNING.

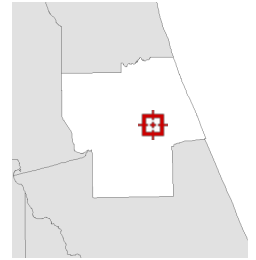
CONTAINING 141.47 ACRES, MORE OR LESS.

EXHIBIT “B”
DEPICTION OF ANNEXATION AREA





Overview



Legend

- Parcels
- Yearly Sales
 - 2019
 - 2020
 - 2021
- Roads
- MLS Listings
- Streams and River

Date created: 6/30/2021
Last Data Uploaded: 6/30/2021 7:35:56 AM

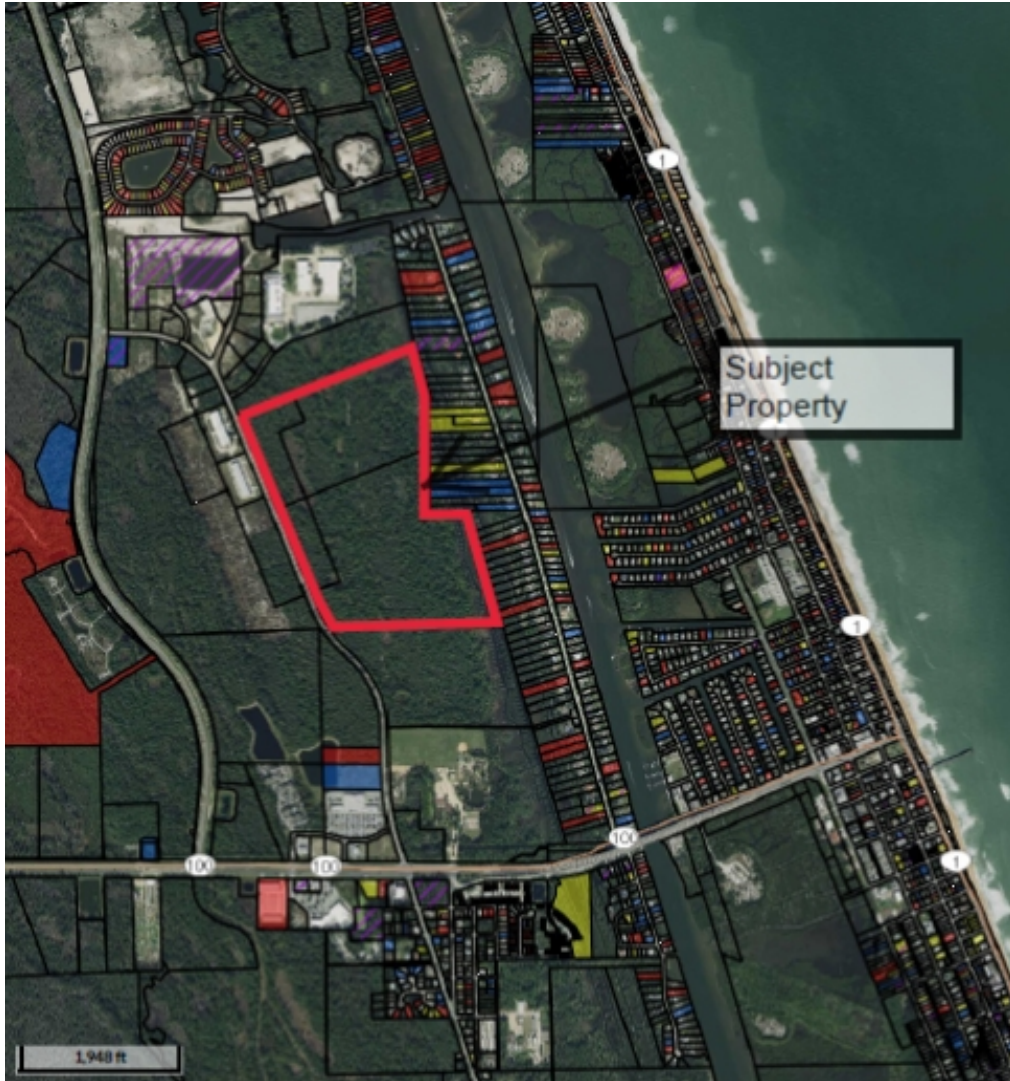
Developed by  Schneider
GEOSPATIAL

Grand Reserve East

Annexation

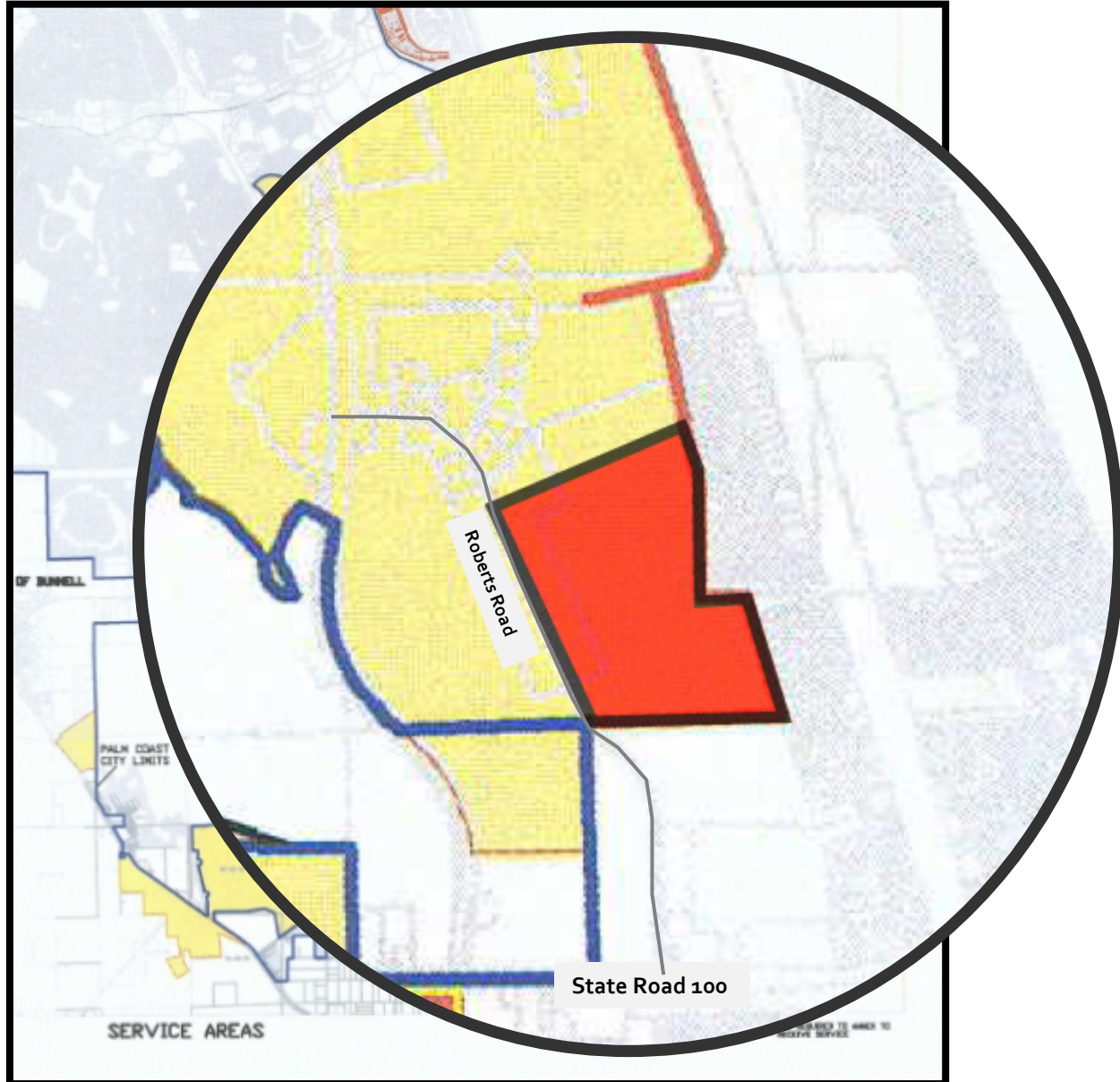
City Council
Public Hearing

Grand Reserve East Annexation – BACKGROUND



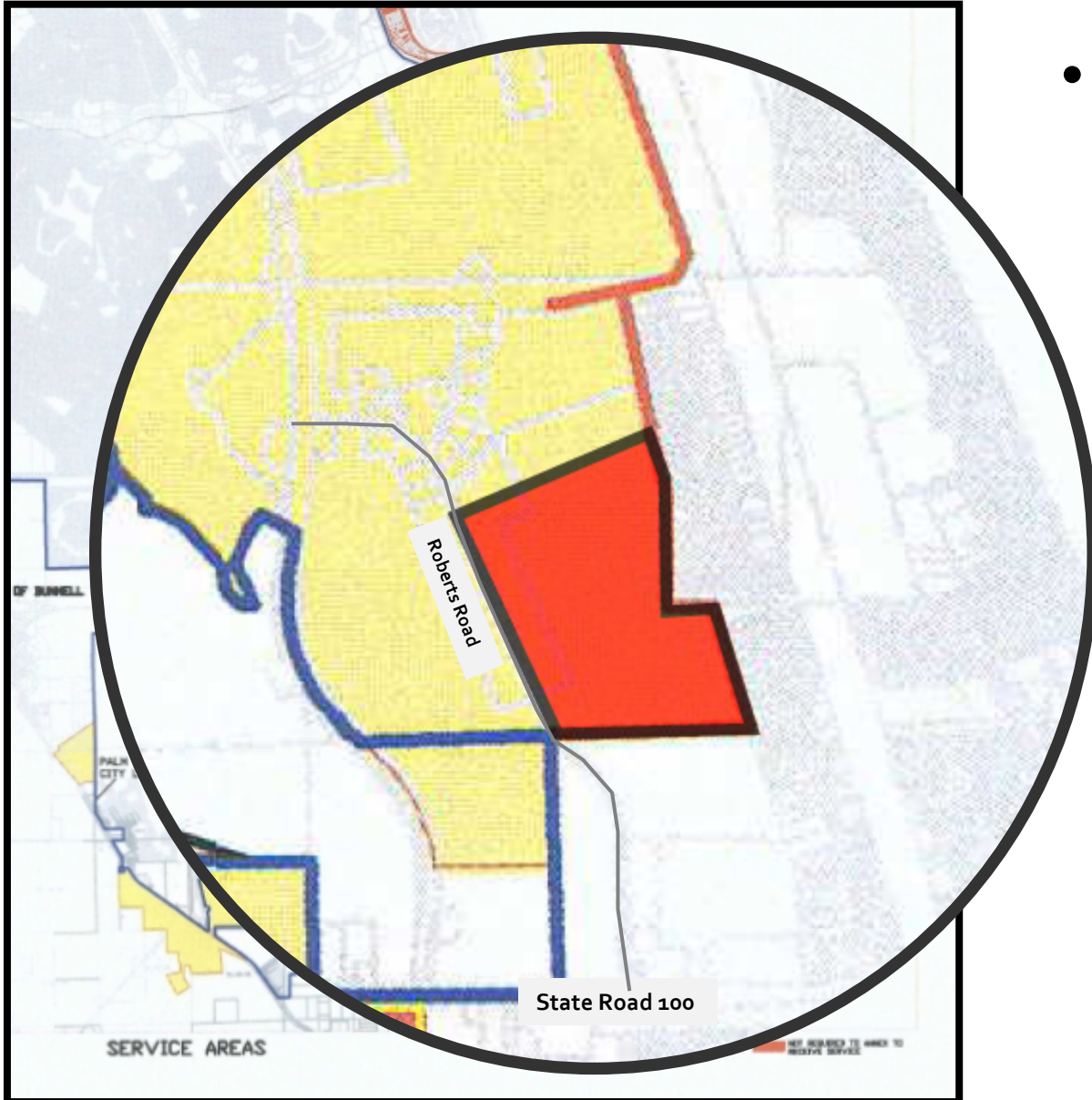
- 141.7+/- acres
- Vacant

Grand Reserve East Annexation – BACKGROUND



- Property is within Palm Coast Utility Service Area (based on 2007 Settlement Agreement)
- Properties in service area are required to Annex per Ordinance 2007-03

Grand Reserve East Annexation – BACKGROUND



- Annexation is consistent with Florida Statutes Chapter 171
- Contiguous to the City's boundary,
- Reasonably compact, and is not part of another incorporated municipality and will be used for urban purposes,
- Does not create an enclave

Grand Reserve East Annexation

- Staff recommends that the City Council approve the annexation of Grand Reserve East

Questions?

City of Palm Coast, Florida

Agenda Item

Agenda Date: August 3, 2021

Department	FINANCIAL SERVICES	Amount
Item Key		Account
		#
Subject	RESOLUTION 2021-XX SETTING A PROPOSED MAXIMUM MILLAGE (TRIM) RATE AND SETTING THE FIRST (TENTATIVE) BUDGET HEARING DATE, TIME, AND LOCATION FOR THE FISCAL YEAR 2022 BUDGET	
Presenter:	Helena Alves, Financial Director	
Background:		
UPDATE FROM THE JULY 20, 2021 BUSINESS MEETING		
This item was heard by City Council at their July 20, 2021 Business Meeting. City Council requested this item be heard by a full Council at the August 3, 2021 Business Meeting when the newly elected Mayor takes office. As a reminder, the TRIM must be transmitted to the State by 1:00 p.m. on August 4, 2021.		
UPDATE FROM THE JULY 13, 2021 WORKSHOP		
This item was heard by City Council at their July 13, 2021 Workshop. Staff updated revenues and certain budgets as outlined in the attached. Ms. Avles, Finance Director will present Council with these changes at the business meeting for Council's consideration.		
ORIGINAL BACKGROUND FROM THE JULY 13, 2021 WORKSHOP		
Local governments must conform to the maximum millage limitation requirements as outlined in Section 200.065(5), F.S. Within 35 days of the certification of value, the City of Palm Coast must inform the property appraiser of the current year proposed millage rate and the first budget hearing date and location which will be advertised on the Notice of Proposed Property Taxes (TRIM notice) that the property appraiser mails.		
At the workshop on July 13 th 2021, Financial Services staff presented City Council with a presentation of the proposed General Fund budget for FY 2022. As discussed, staff is proposing a maximum millage rate of 4.6989 mills, which is a 5.37 % increase from the rolled-back rate of 4.4593 mills, and the first budget hearing to be held at 5:30 p.m. on Thursday, September 9, 2021, at the Palm Coast City Hall Community Wing, located at 160 Lake Ave, Palm Coast.		
Recommended Action:		
ADOPT RESOLUTION 2021-XX SETTING A PROPOSED MAXIMUM MILLAGE RATE AND THE FIRST BUDGET HEARING DATE, TIME, AND LOCATION FOR THE FY2022 BUDGET.		

RESOLUTION 2021 - _____
PROPOSED MAXIMUM MILLAGE RATE

A RESOLUTION OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, SETTING A PROPOSED MAXIMUM AD VALOREM MILLAGE RATE AND TENTATIVE BUDGET HEARING DATE, TIME AND LOCATION FOR THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA, FOR FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast, Flagler County, Florida, must provide the Property Appraiser with a proposed millage rate, the current year rolled-back rate and the date, time, and meeting place of the Tentative Budget hearing; and

WHEREAS, this notification must be provided by August 4, 2021; and

WHEREAS, the gross taxable value of property within the City of Palm Coast, Flagler County, Florida, has been certified by the County Property Appraiser to the City of Palm Coast as \$6,413,371,450.

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

SECTION 1. PROPOSED MILLAGE AND PUBLIC HEARING. The City Council of the City of Palm Coast, Flagler County, Florida, sets the fiscal year 2021-2022 proposed millage rate at 4.6989 mills, which is an 5.37% increase from the rolled-back rate of 4.4593 mills. The Tentative Budget Hearing will be held at 5:30 p.m. on Thursday, September 9, 2021, at the Palm Coast City Hall Community Wing, located at 160 Lake Ave, Palm Coast.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED and ADOPTED at the meeting of the City Council of the City of Palm Coast, Florida, on the 3rd day of August 2021.

CITY OF PALM COAST, FLORIDA

David Alfin, Mayor

ATTEST:
VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Fiscal Year 2022 Proposed General Fund Budget Tuesday, August 3, 2021

Helena P. Alves, CGFO, CIA, MBA
Financial Services Director



BUDGET PRESENTATION TIMELINE

JAN - MAR

- Survey Results 3/09
- Review 10 year CIP Plan 3/09
- Annual Financial Audit 3/16
- Annual City Council
SAP evaluation 3/11 -3/31

APR - JUNE

- YTD Budget Results Presentation 4/13
- Fund Accounting & Revenue
Restrictions Presentation 5/11
- Property Tax Presentation 6/08



BUDGET PRESENTATION TIMELINE

JUL - SEPT

- Adopt Maximum Millage Rate 7/20, 8/03
Budget Workshop Presentations to City Council
 - General Fund 7/13
 - Proprietary Funds 7/27
 - Internal Services, Capital & All Other Funds 8/10
 - Final Proposed Budget – All Funds 8/24
 - Public Hearings to Adopt Tentative 9/09 and Final 9/22 Millage Rate & Budget

OCT - DEC

- FY21 Year End Close-Out
- End of Year Review with Departments
- Preparation of Budget Book



Presentation Overview

- TRIM Timeline Review
- 2022 Maximum Millage Rate Proposal
- Proposed Personnel Changes
- General Fund Revenue & Expenditures
- Maximum Millage Rate Recommendation



TRIM Process Timeline



By June 1

Property appraiser provides total assessed value of non-exempt property

By July 1

Property appraiser certifies the taxable value

Within 35 days of value certification, notify Property Appraiser of:

Current year proposed (maximum) millage rate

Date, time and meeting place of the Tentative Budget Hearing

TRIM Process Timeline



First Public Hearing September 9, 2021

Advertised on the TRIM
Notice

Tentative Budget and
Millage

Final Public Hearing September 22, 2021

**Final Budget and Millage
adopted**

**Final Millage cannot
exceed the adopted
tentative millage**

2022 Maximum Millage Rate Proposal

	Millage Rate
FY 2021	4.6989
Proposed FY 2022	4.6989

General Fund Full Time Positions



	2021	Proposed 2022	Change
City Manager's Office	3	2	-1
Communications & Marketing	4	5	1
Economic Development	3	3	0
City Clerk	3	2.5	-0.5
City Attorney	0.5	0.5	0
Human Resources	5.4	6.4	1
Financial Services	15	16	1
Planning	17.66	18.66	1
Code Enforcement	25.36	25.21	-0.1
Fire	63	66	3
Streets Maintenance	56	51	-5
Parks Maintenance	21.5	23.5	2.0
Construction Management & Engineering	6	7	1
Parks & Recreation	14.5	19.2	4.7
Total Full Time Positions	237.92	246.01	8.09

Personnel Changes

City Manager	<ul style="list-style-type: none">• Transfer – Senior Staff Assistant from City Manager to Communications
Human Resources	<ul style="list-style-type: none">• New –Risk / Benefits Specialist
Financial Services	<ul style="list-style-type: none">• New – Finance Technician I
City Clerk	<ul style="list-style-type: none">• Transfer –.5 FTE Senior Staff Assistant from City Clerk to Information Technology Internal Services
Fire	<ul style="list-style-type: none">• New - 3 Firefighter / EMT

Personnel Changes: Continued

Public Works	<ul style="list-style-type: none">• New – Signal Technician I• New – Maintenance Technician – Special Projects
Community Development	<ul style="list-style-type: none">• Transfer – Codes - Code Enforcement Supervisor Split 65 / 35 with Building• New – Planning – Planning Technician
Parks & Recreation	<ul style="list-style-type: none">• New – Park Maintenance –Maintenance Worker• New - Park Maintenance-Equipment Operator II• New – Seasonal Recreation Leader II Part Time - Youth• New – Recreation Specialist – Golf• New – Cart Attendant / Starter – Part Time / Seasonal - Golf
Construction Management and Engineering	<ul style="list-style-type: none">• New – Senior Project Manager

Budget includes 4% average merit raise and 3% adjustment to cost of living for FY 22

General Fund Revenues and Expenditures



General Fund Revenue Projections



	Adopted 2021	Estimated 2021	Proposed 2022	Change 2021-2022	Percentage Change
Ad Valorem Tax (Property Taxes)*	\$ 25,778,616	\$ 25,778,616	\$ 28,576,369	\$ 2,797,753	
1/2 cent Sales Tax	2,500,027	3,000,000	3,334,675	834,648	
Communication Services Tax**	2,206,616	2,206,616	2,225,000	18,384	
State Revenue Sharing	990,191	1,019,592	1,421,782	431,591	
Other Taxes	760,000	760,000	775,000	15,000	
Permits, Fees & Special Exceptions	1,146,150	1,215,650	1,255,600	109,450	
Fines and Forfeitures	476,000	526,000	531,000	55,000	
Charges for Services	1,901,050	2,410,871	2,438,384	537,334	
Charges for Internal Services	3,723,273	3,723,273	3,496,796	(226,477)	
Other Revenue	274,400	333,855	411,847	137,447	
Transfers	48,196	19,400	22,100	(26,096)	
Transfers - PILOT***	1,055,921	1,055,921	1,117,669	61,748	
Appropriated Fund Balance	3,353,244	3,000,000	650,000	(2,703,244)	
Total General Fund Revenue	\$ 44,213,684	\$ 45,049,794	\$ 46,256,222	\$ 2,042,538	4.5%

*2022 Based on Proposed TRIM Rate

** Estimated State will release amounts in late July

***Paid In Lieu of Taxes - compensate a local government for some or all tax revenue that it loses because of the nature of the ownership or use of a particular piece of real property. Relates to foregone property tax revenue

Administrative Services

	Adopted 2021	Estimated 2021	Proposed 2022	FY 21-22 Change	Percentage Change
City Council	\$ 156,032	\$ 126,953	\$ 133,413	\$ (22,619)	-14.5%
City Manager's Office	456,532	516,951	456,298	(234)	-0.1%
City Clerk's Office	305,445	304,945	291,916	(13,529)	-4.4%
City Attorney	544,231	640,495	574,801	30,570	5.6%
Communications & Marketing	542,883	539,083	653,807	110,924	20.4%
Economic Development	511,002	457,802	484,682	(26,320)	-5.2%
Human Resources	672,160	672,160	816,630	144,470	21.5%
Financial Services	1,621,808	1,611,650	1,783,749	161,941	10.0%
Total Expenditures	\$ 4,810,093	\$ 4,870,039	\$ 5,195,296	\$ 385,203	8.0%



Public Safety

	Adopted 2021	Estimated 2021	Proposed 2022	FY 21-22 Change	Percentage Change
Fire Department	\$ 9,968,010	\$ 9,901,595	\$ 10,969,847	\$ 1,001,837	10.1%
Flagler County Sheriff's Contract	4,035,818	4,246,544	5,279,200	1,243,382	30.8%
Total Expenditures	\$ 14,003,828	\$ 14,148,139	\$ 16,249,047	\$ 2,245,219	16.0%



Operations

	Adopted 2021	Estimated 2021	Proposed 2022	FY 21-22 Change	Percentage Change
Construction Management & Engineering	\$ 761,009	\$ 758,159	\$ 927,685	\$ 166,676	22%
Planning	2,054,790	2,052,657	2,208,595	153,805	7%
Code Enforcement	2,862,032	2,859,092	3,009,687	147,655	5.2%
Streets Maintenance	7,761,623	7,483,966	7,717,653	(43,970)	-0.6%
Total Expenditures	\$ 13,439,454	\$ 13,153,874	\$ 13,863,620	\$ 424,166	3.2%



Parks & Recreation

	Adopted 2021	Estimated 2021	Proposed 2022	FY 21-22 Change	Percentage Change
Parks & Recreation	\$ 1,818,794	\$ 1,818,842	\$ 2,072,154	\$ 253,360	14%
Palm Coast Aquatics Center	423,345	423,345	456,699	33,354	8%
Palm Coast Tennis Center	350,811	308,586	369,144	18,333	5%
Palm Harbor Golf Club	1,548,984	1,541,764	1,772,972	223,988	14%
Parks Maintenance	2,325,110	2,317,494	2,914,398	589,288	25%
Total Expenditures	\$ 6,467,044	\$ 6,410,031	\$ 7,585,367	\$ 1,118,323	17.3%



Non-Departmental

	Adopted 2021	Estimated 2021	Proposed 2022	FY 21-22 Change	Percentage Change
Expenditures	\$ 1,061,031	\$ 1,537,393	\$ 1,210,983	\$ 149,952	
Transfers	782,234	1,330,283	1,501,909	719,675	
UNF/ JU	3,000,000	3,000,000	-	(3,000,000)	
Contingency	650,000	600,035	650,000	-	
Total Expenditures	\$ 5,493,265	\$ 6,467,711	\$ 3,362,892	\$ (2,130,373)	-38.8%

Transfers	FY2022	FY2021
CRA TIF	\$951,909	\$ 780,283
ERP Infrastructure Updating	\$ 0	\$ 550,000
Transfer to Streets Improvement	\$550,000	\$ 0



Truth in Millage (TRIM) Property Taxes



Millage Rate & Property Tax History

Fiscal Year	Property Value	Percent Change	Total Millage	Ad Valorem Receipts	Population
2022	\$6,413,371,450	10.22%	4.6989*	\$29,081,038*	94,000*
2021	\$5,826,214,849	6.86%	4.6989	\$26,281,729	89,437
2020	\$5,452,170,314	9.14%	4.6989	\$24,594,435	86,768
2019	\$4,995,651,282	8.30%	4.6989	\$22,535,103	84,575
2018	\$4,612,577,686	6.66%	4.5937	\$20,495,631	82,760
2017	\$4,324,453,760	4.40%	4.2450	\$17,702,201	81,184

*Proposed Millage and Estimated Numbers

Millage Rate Options

Millage Rate	
Rolled-Back Rate	4.4593
2022 Majority Vote	6.3365
2022 Two-Thirds Vote	6.9702
FY 2021 Millage Rate	4.6989
Proposed FY 2022	4.6989

Options Not Currently Funded



Options Not Currently Funded

Options

Budget Impact

Flagler County Sheriff's Office Request for 10 additional deputies:

6 deputies (included in proposed millage rate)

\$ -

Additional cost for 4 deputies

\$ 456,300

City of Palm Coast - Current Operational Needs

\$ 615,730

City of Palm Coast - Funding of Pavement Deficit

\$ 1,000,000



Council Action - Millage Options

Options	Description	Additional Millage	Total Millage	Amount	Impact to Average Tax Bill
	Current Proposed Millage		4.6989		
A	Fund FCSO Full Request - 4 Deputies	0.0737	4.7726	\$ 456,300	\$ 7.37
B	Fund City's Current Operational Needs	0.0995	4.8721	\$ 615,730	\$ 9.95
C	Fund Streets Pavement Deficit	0.1616	5.0337	\$1,000,000	\$ 16.16
				TOTAL	\$ 33.48

Homesteaded Property with same millage rate of 4.6989 would have an estimated increase of approximately \$47.17, due to the increase in taxable value.



Council Action - Millage Options

Options	Description	Additional Millage	Total Millage	Amount	Impact to Average Tax Bill
A	Currently Proposed		4.6989		\$ 13.69
B	Fund FCSO Full Request - 4 Deputies	0.0737	4.7726	\$ 456,300	\$ 7.37
C	Fund City's Current Operational Needs	0.0995	4.8721	\$ 615,730	\$ 9.95
D	Fund Streets Pavement Deficit	0.1616	5.0337	\$1,000,000	\$ 16.16

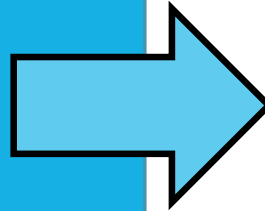
** Homesteaded Property with same millage rate of 4.6989 would have an estimated increase of approximately \$47.17, due to the increase in taxable value.



Learn More!

Visit www.palmcoastgov.com and click the link

Access to the FY22 budget calendar, budget worksheets, and previous Council presentations



2022 BUDGET
PREPARATION



Questions



City of Palm Coast, Florida Agenda Item

Agenda Date: August 3, 2021

Department	PLANNING	Amount
Item Key	11315	Account
		#
Subject	RESOLUTION 2021-XX AMENDING THE CDBG FFY 2019 ANNUAL ACTION PLAN TO ADD \$340,392 FROM THE CARES ACT FOR A PUBLIC SERVICE SUBRECIPIENT ASSISTANCE PROGRAM	
Presenter : Jose Papa		
Background: The proposed amendment to the CDBG FFY 2019 Annual Action Plan will be the incorporation of \$340,392 in CARES Act funding (Round 3) into the action plan. An amendment to add the Round 3 CARES Act funding to the FFY2020 Action Plan was previously approved by City Council on July 20. HUD has informed the City that the funding must be added to the FFY 2019 Action Plan rather than FFY 2020. There are no changes to the funding amount or to the proposed use of the funds.		
Recommended Action : ADOPT RESOLUTION 2021-XX AMENDING THE CDBG FFY 2019 ANNUAL ACTION PLAN TO ADD \$340,392 FROM THE CARES ACT FOR A PUBLIC SERVICE SUBRECIPIENT ASSISTANCE PROGRAM		

RESOLUTION 2021-_____
AMENDING THE FFY 2019 CDBG ANNUAL ACTION PLAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AMENDING THE FFY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN TO ALLOCATE \$340,392 OF FUNDING FROM THE CARES ACT FOR PUBLIC SERVICE SUBRECIPIENT ASSISTANCE PROGRAM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast (the “City”) participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as an entitlement jurisdiction; and

WHEREAS, the City has prepared all the necessary documents, notices and forms to participate in the CDBG program; and

WHEREAS, the City Council has adopted a Citizen Participation Plan establishing the policies and procedures to be followed to encourage participation by residents and affected parties in the development of the City’s CDBG programs; and

WHEREAS, the City implemented the policies and procedures of the Citizen Participation Plan to ensure appropriate and adequate citizen participation; and

WHEREAS, the City has completed a five-year consolidated plan (Consolidated Action Plan), which is a required comprehensive planning document in order to receive funding under the CDBG program; and

WHEREAS, the City annually prepares a one-year action plan (Annual Action Plan) to outline the proposed use of the available CDBG funds for the fiscal year; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) made available \$340,392 of funding in Round 3 allocation of funds to the City of Palm Coast to prevent, prepare for, and respond to coronavirus; and

WHEREAS, the City intends to provide these funds to non-profit agencies by means of a Public Service Subrecipient Assistance Program (Grant Program); and

WHEREAS, the Citizens Advisory Task Force (CATF) held a public hearing on May 26, 2021, to hear public testimony of all interested parties regarding the use of the CARES Act Round 3 funding; and

WHEREAS, the CATF has reviewed and recommended that the City Council approve the proposed amendment; and

WHEREAS, the 5-day comment period for the amendment as provided by exception under the CARES Act was held from July 26, 2021 to July 30, 2021; and

WHEREAS, the City Council held a public hearing on August 3, 2021, to hear public testimony of all interested parties regarding the amendments.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AMENDMENT TO FEDERAL FISCAL YEAR 2020 ANNUAL ACTION PLAN. The City Council of the City of Palm Coast hereby approves the amendment to the FFY 2019 Annual Action Plan, to allocate \$340,392 of funding from the CARES Act for a Public Service Subrecipient Assistance Program for non-profit agencies.

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 5. CONFLICTS. All Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 3rd day of August 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA A. SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR., ESQ.

City of Palm Coast, Florida Agenda Item

Agenda Date : August 3, 2021

Department	Information Technology	Amount
Item Key	11250	Account
		#
Subject	RESOLUTION 2021-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY CONTRACT WITH MILLER ELECTRIC COMPANY FOR VIDEO SURVEILLANCE AND ACCESS CONTROL REPAIR & MAINTENANCE CITY WIDE USAGE	
Presenter : Doug Akins		
Background : The City of Palm Coast utilizes Miller Electric to provide video surveillance, access control repair and maintenance for security purposes City Wide on an as-needed basis. This would include all City security cameras and the access control system, such as gates and door badge access, etc. In addition, Miller Electric handles all the A/V issues in the Community Wing. City staff is recommending piggybacking the Osceola County Contract (# RFP-21-12227-TP) with Miller Electric for the video surveillance and access control repair & maintenance. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid. Since the underlying contract is an agreement on a per unit price basis, City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council.		
Recommended Action : ADOPT RESOLUTION 2021-XX APPROVING PIGGYBACKING THE OSCEOLA COUNTY CONTRACT WITH MILLER ELECTRIC FOR VIDEO SURVEILLANCE AND ACCESS CONTROL REPAIR & MAINTENANCE FOR CITY WIDE USAGE		

RESOLUTION 2021 - ____
MILLER ELECTRIC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE OSCEOLA COUNTY CONTRACT (RFP-21-12227-TP) WITH MILLER ELECTRIC, FOR THE VIDEO SURVEILLANCE AND ACCESS CONTROL REPAIR AND MAINTENANCE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast desires to utilize the Osceola County contract for video surveillance and access control repair and maintenance; and

WHEREAS, Miller Electric desires to provide the above mentioned product and service to the City of Palm Coast.

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

SECTION 1. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contract between Osceola County and Miller Electric, for video surveillance and access control repair and maintenance as 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 Contract as depicted 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 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 August 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – piggyback contract Miller Electric

Approved as to form and legality

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



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Miller Electric Company

Bid/Contract Ref # RFP-21-12227-TP Video surveillance and access control security system installation, maintenance, repairs and upgrades

Agency Name: Osceola County

Contract Type: Piggyback

Contract Value Over \$30K

Resolution # 2021- City Council Approval Date: _____

Contract Term End Date 4-30-2024

Renewable Y/N Y If yes # and length of renewals: _____
May be extended when in the best interest of the County

City's Project Manager(s) Doug Akins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Osceola County Agreement for Video surveillance and access control security system installation, maintenance, repairs and upgrade services, as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

Interim City Manager _____ Date: _____

Vendor Name and Email Andy Bowman abowman@mecojax.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Miller Electric Company
Andy Bowman
6805 Southpoint Parkway
Jacksonville, FL 32216

RE: Engagement Letter Authorizing Piggyback

Contract for Video Surveillance and Access Control Repair, Maintenance, Upgrades and New Installations

Contract Name

Osceola County, FL RFP-21-12227-TP

Contract Reference

Dear Andy,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Jesse K. Scott

Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

Miller Electric Company

By: Andy Bowman

DocuSigned by:

4087402723 (Authorized Signatory)

Andy Bowman

Print Name: _____
Title: Vice President - Integrated Solutions

Date: Jul 26, 2021 | 12:48 PM PDT



ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.

B. Subcontractors

(i) SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CTIY upon request.

C. SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

2. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

CITY OF PALM COAST

By: _____

Print: Matthew Morton

Title: City Manager

Date: _____

SUPPLIER

DocuSigned by:
By: Andy Bowman
(Authorized Corporate Officer)
40B771C2F173470...

Print Name: Andy Bowman

Title: Vice President - Integrated Solutions

Date: Jul 26, 2021 | 12:48 PM PDT

In Process

OSCEOLA COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

DEPT/OFFICE:	INFORMATION TECHNOLOGY	MEETING DATE:	7/12/2021
DIRECTOR/MANAGER:	RICHARD VAN NATTA	REQUEST TYPE:	Consent

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign a service agreement with Miller Electric Company, Jacksonville, Florida for the award to provide Countywide video surveillance and access control security system installation, maintenance, repairs and upgrades, including continued standardization of security systems in County facilities, on an as needed basis; and authorization for the County Manager to sign amendments that do not exceed 10% of the Board's total approved amount (RFP-21-12227-TP); estimated expenditures shall not exceed \$2,322,000.00 through April 30, 2024.

STRATEGIC PLAN GOAL

High Quality Transportation and Infrastructure

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: 2322000.00

Funds are appropriated in various department budgets countywide for this purpose. Fund availability is confirmed prior to the issuance of a purchase order.

Appropriations beyond Fiscal Year 2021 are subject to future Board approval.

APPROVING DEPARTMENTS

OMB:	Sharon Chauharjasingh
Procurement:	Rebecca Jones
Attorney:	Frank Townsend

BACKGROUND INFORMATION

- This agreement provides for new installation as well as upgrades, maintenance and repairs to the County's video surveillance and access control systems countywide on an as-needed basis.
- This request also includes authorization for the County Manager to execute amendments for additional services providing such amendments do not exceed 10% of the Board's total approval amount.
- The estimated cumulative expenditure of \$2,322,000 includes tasks, projects, upgrades, and new installations necessary to allow the County to effectively manage video surveillance and access control affecting various facilities Countywide such as, the Sheriff's Office Administrations Building, Corrections facility, Emergency Operations Center, Courthouse, Libraries, Government Center, Administration Building and other locations as needed.
- A formal solicitation process was completed including advertisement, notification through VendorLink which resulted in 59 plan holders downloading the solicitation documents, resulted in a total of one (1) response received by the due date and time, with no responses received from Osceola County vendors.
- On March 24, 2021, the Evaluation Committee (EC) met to discuss the proposal. The EC unanimously agreed the proposal submitted by Miller Electric Company met the service requirements of the County.
- On February 20, 2020, the Board established the standardization of the Genetec Closed Circuit Television and Access Control systems for video surveillance and access control services Countywide.

- In confirming with Genetec, the manufacturer of the County's video surveillance and access control system, based upon the size, complexity and support needs of the County's security system, Miller Electric Company is the only firm in our region that is certified by Genetec to maintain, repair, and support our video surveillance and access control system implementation.
- The Project Manager for the Agreement will be Dan Andrews, Information Security Manager.
- Staff recommends approval and award of this request.

In Process

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and MILLER ELECTRIC COMPANY, 6805 Southpoint Parkway, Jacksonville, Florida 32216 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for video surveillance and access control security system installation, maintenance, repairs and upgrades, pursuant to RFP-21-12227-TP, and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The Term of this Agreement shall begin on execution by the County and continue through April 30, 2024, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or

any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Two Million Three Hundred Twenty Two Thousand and 00/100 Dollars (\$2,322,000.00) for

the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its

subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:

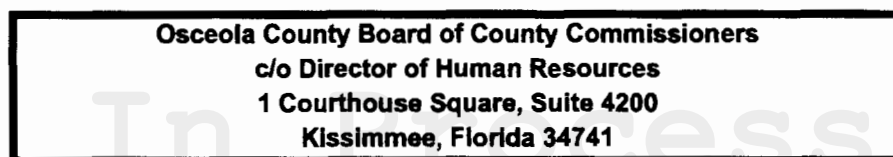
1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto:
2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence:
3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence:
4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE; Two Million Dollars (\$2,000,000.00)
8. EXCESS/UMBRELLA COVERAGE: Two Million Dollars (\$2,000,000.00); and,
9. WORKERS' COMPENSATION: Employers liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,

2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.



- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. **COUNTY OBLIGATIONS.**

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. **ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 12. **PUBLIC RECORDS.**

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida

Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

SECTION 13. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the

judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 17. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing, address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the

COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Miller Electric Company
Attention: Brent T. Zimmerman
6805 Southpoint Parkway
Jacksonville, Florida 32216

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this

Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 33. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Dan Andrews, Information Security Manager
Osceola County Information Technology Department
1 Courthouse Square, Suite 2400
Kissimmee, Florida 34741
Phone: (407) 742-5836
Email: dan.andrews@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Melissa Haynie, Sr. Project Manager
Miller Electric Company
528 Northlake Blvd., Suite 1024
Altamonte Springs, Florida 32701
Phone: (407) 328-5220
Email: Mhaynie@mecojax.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: *Twinn Jensen*
Chair/Vice Chair

**ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD**

By: *Shirley McCoy*
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

July 12, 2021

MILLER ELECTRIC COMPANY.

By: *R. Andrew Bowman*
Print: R. ANDREW BOWMAN
Title: VICE PRESIDENT
Date: 5/20/2021

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was executed before me this 20th day of May, 2021, by R. Andrew Bowman as Vice President of Miller Electric Company, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Danyel Feldt
NOTARY PUBLIC, State of Florida

(stamp)

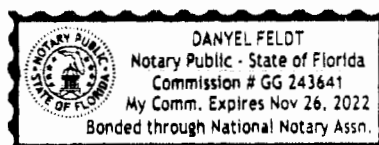


Exhibit "A"

Scope of Services and Technical Requirements.

A. Objective:

It is the intent of the Osceola County to contract with a qualified Contractor for various installation, maintenance, repairs and upgrades to the County's physical and electronic Genetec™-based security, video surveillance and access control systems. The awarded contractor shall furnish all parts, materials, equipment, labor and supervision as necessary to install, construct, maintain, calibrate, refurbish and replace any components or security system projects associated with the County's Genetec™ security systems. The awarded contractor shall also supply technical and programming services to maintain and optimize various security databases and systems associated with the County's electronic security, video surveillance and access control systems countywide.

B. Special Conditions:

All Proposers must meet and maintain for the duration of the contact:

1. The Awarded Contactor must be an authorized Genetec™ Unified Elite certified integrator and must submit proof with their submittal.
2. The Awarded Contactor shall be an authorized Genetec™ Unified Elite certified integrator, and have on staff no less than four (4) factory trained technicians in the installation, maintenance and service of Omnicast™ digital video surveillance systems.
3. The Awarded Contactor shall be an authorized Genetec™ certified integrator, and have on staff no less than two factory trained technicians in the installation, maintenance and service of Synergis™ IP access control systems.
4. The Awarded Contactor must be a Florida Certified Electrical Contractor and must submit a copy of their State of Florida Department of Business and Professional Regulation certificate with their proposal.
5. The Awarded Contactor must be a Florida Certified General Contractor and must submit a copy of their State of Florida Department of Business and Professional Regulation certificate with their proposal.
6. The Awarded Contactor shall have and maintain, on staff, a minimum of one (1) employee that is BISCO Registered Communications Distribution Designer (RCDD).
7. The Awarded Contactor shall have, and maintain, on staff a minimum of one (1) employee that is an Axis Certified Professional and must provide the appropriate certificate with their proposal.
8. The Awarded Contactor shall have, and maintain, on staff, a minimum of one employee that is Genetec™ Certified and must provide proof of certification with their proposal.

C. Scope of Work:

1. *Repairs / Corrective Maintenance:* In the event of equipment failure, the Contractor will provide the supervision, labor, and equipment necessary to return the affected system(s) to normal operation. The Contractor will also provide the necessary

replacement materials and parts. The Contractor is expected to respond 24 hours a day, seven days a week, and to be on-site with a trained technician within two (2) hours after being notified of emergency need or within two (2) business days for non-emergency needs in accordance with the terms of this Contract.

2. *Preventive Maintenance:* The Contractor will perform inspections, cleaning, performance checks, and consumable replenishment or replacement, and system calibrations. The Contractor will provide a breakdown of recommended preventive maintenance activities and schedule for Osceola County approval.
3. *Renewal and Replacement:* If as a result of either corrective or preventive maintenance the Contractor discovers deficiencies, and the correction or resolution of such deficiencies requires a level of effort or expenditure beyond the tasks specified and authorized in the Purchase Order Form, the Contractor shall submit to the County a proposal for the additional work necessary.
4. *Provision of Material and Parts:* The Contractor is expected to provide the necessary materials and replacement parts for both corrective and preventive maintenance. Osceola County may at its option provide parts and consumables from its own inventory for Contractor installation.
5. *Asset Inventory and Database:* The Contractor will create and maintain, in a format acceptable to Osceola County, a database of all equipment (including recommended spare parts) covered by this Contract. Definitions, identification conventions, and an initial list of security system components will be provided to Osceola County; the Contractor will verify all asset data provided to Osceola County and confirm its accuracy. The Contractor is also expected to add to, delete from, or modify any security system asset data provided by Osceola County. All replaced equipment will be entered into the database. The database will remain the property of Osceola County.
6. The Contractor shall assist in design, document review, construct, furnish and install all security control and associated equipment as specified to perform the intended function on an as-required basis. Work shall include the following: all labor, materials and equipment to complete the specifications; manufacturing and factory tests; delivery to the site; programming; interfacing with all existing alarm, access control, video and security systems; calibration; installation; system start-up services; training; and incidentals required to completely furnish and install security equipment at Osceola County facilities as designated.
7. The Contractor shall supply technical and programming services as required to troubleshoot and optimize Osceola County's existing alarm, access control, and video surveillance systems. These services shall be charged on an hourly basis per the price schedule.
8. The Contractor shall provide detailed documentation and diagrams to the County when installing a new system or significantly altering an existing one. The documentation requirements will be agreed upon with the County per project.
9. Programming services shall include alarm, access control, and video surveillance equipment and systems programming, software maintenance and data backups. The hourly rates for these services shall include all application and documentation files being supplied to Osceola County on electronic media. All Contractor supplied

programming services and applications turned over to or installed in Osceola County systems shall become property of Osceola County.

10. The Contractor shall provide technical support such as cost estimates, recommend actions of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.
11. The Contractor shall supply technical telephone support services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, as required. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time.
12. The Contractor shall provide Vulnerability Assessments on new and existing facilities per Homeland Security. These services shall be provided as Security Consultant Services.

D. Security:

The following security guidelines must be followed as part of this Agreement:

1. All posted facility security requirements will be maintained at all times.
2. Failure to comply with any security requirement may result in the worker(s) removal from any County facility.
3. It is at the COUNTY's sole discretion to remove personnel and/or to disallow their entry, at any time, with no cost or penalty to the COUNTY.
4. The CONTRACTOR'S employees must wear easily identifiable company uniforms (i.e. logo shirts).
 - a. NO shorts
 - b. NO sleeveless shirts
 - c. Objectionable Tattoo's (determined at the County's sole discretion) must be covered or the person may be denied entry.
5. All CONTRACTOR'S personnel will carry a current legal photo Identification card (such as a US State issued Driver's License) **and** a Contractor issued photo Identification card.
 - a. These must be presented immediately upon the request of the County.
 - b. A refusal to show identification will result in denied access, and/or the immediate escort and removal from County property. That action may further result in their clearances being permanently revoked.
6. All personnel affiliated with the CONTRACTOR who may be tasked with entering County facilities covered by this contract agreement may be required to complete a **background investigation**. Individuals must submit their information at the Contract initiation, or at least 48 hours prior to requiring entry. These persons include, but are not limited to:
 - a. Service Technicians, apprentices and helpers
 - b. Supervisors
 - c. Managers
 - d. Company/Corporate Officers
 - e. Owners
 - f. Volunteers
 - g. Contract Employees

- h. Subcontractors
 - i. Consultants
7. The depth of these investigations will vary by each facility's level of security access and will be detailed by the County's Project Manager or their designee upon the award of an Agreement. The County commonly uses, but does not limit itself to the following resources:
 - a. FDLE - (Florida Department of Law Enforcement)
 - b. JIS - (Judicial Inquiry System)
 - c. FCIC - (Florida Crime Information Center)
 - d. NCIC - (National Crime Information Center)
 - e. FDOH - (Florida Department of Health)
 - f. FDOC - (Florida Department of Corrections)
 - g. JLA - (Jessica Lunsford Act)
 - h. CJIS - (Criminal Justice Information Services)
 - i. CJNet - (Criminal Justice Network)
 - j. DAVID - (Driver And Vehicle Information Database)
 8. Any persons found guilty of a Felony charge within the last twenty (20) years from the date of the background investigation may be denied access into any Osceola County facility.
 - a. Any persons found guilty of Misdemeanor charges will not immediately be refused entry. The County will undertake an additional case-by case review and the individual may be approved access depending on the specific charge, quantity and severity of the misdemeanors.
 - b. Any persons who have been arrested, brought to any Osceola County facility, classified and housed anywhere in Osceola County within the last ten (10) years will be denied.
 9. Any Contractor personnel who will have continuous access to any County facility, or have the ability to view or access sensitive information within these facilities will need to be fingerprinted in addition to having their background check conducted.
 10. The initial cost at contract start-up will be covered by the County, any subsequent investigations, at any time, for any reason, may be at the cost of the CONTRACTOR.
 11. Only the personnel who pass the background investigations will be approved and authorized to access restricted County facilities.
 12. County facilities that may mandate background investigations are:
 - a. County Administration
 - b. Courts
 - c. Law Enforcement
 - d. Corrections
 - e. Constitutionals
 - f. Communications
 - g. Libraries (and any other facility where JLA may apply)
 - h. Health Care
 13. NOTE: The level of security and the requirement of a background investigation may be updated at any time, at the discretion of the County.

E. Response Time:

1. The Contractor must provide service twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year, including weekends and holidays.
2. Emergency Response Services:
 - a. Upon notification, the Contractor must respond with a knowledgeable trained technician to the Osceola County site within two (2) hours of notification for critical emergency service
3. Non-Emergency Services:
 - a. Upon notification, the Contractor must respond with a knowledgeable trained technician to the Osceola County site within two (2) business days of notification for non-critical non-emergency service.
4. For all Contractor-installed systems, the Contractor will work with the County's Project Manager or designee to maintain an inventory of commonly used or restricted availability parts and provide delivery within four (4) hours for inoperable systems or within 5 business days for non-emergency needs. Any exceptions must be approved and agreed upon with the County.
5. For all non-Contractor installed systems the Contractor must provide evidence of part order placement and an estimated time of arrival (ETA) on delivery of the parts within forty-eight (48) hours after receiving the Purchase Order. After delivery of parts, installation must be completed within two (2) hours for inoperable systems or within 5 business days for non-emergency needs.
6. The Contractor shall provide the services of a professional answering service or dispatcher service for non-normal business hours contact.

F. Hours of Work:

1. **Normal Business Hours** – Normal Business hours are between the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding County holidays. Work performed during these hours will be billed as “**Straight Time Hours**” work. The Contractor is expected to perform work during these hours unless approved in advance and in writing by the County's Project Manager or designee.
 - a. Work scheduled in advance to be performed after Normal Business Hours shall be charged as “**Straight Time Hours**” work.
2. **After Hours** – After Hours are between the hours of 5:01 PM to 6:59 AM or on Saturday or Sunday or on County holidays. Work performed during these hours, including Emergency Work, will be billed as “**Over-Time Hours**” work. Work cannot be performed during these time frames unless approved in advance by the County's Project Manager or designee.
3. **Emergency Call Out:** Emergency Call Outs shall be charged at the “**Over-Time Hours**” rate, unless the Emergency Call out takes place during Normal Business Hours.
4. The County reserves the right to negotiate the hourly charge for work that starts during the Normal Business Hours but is completed within two hours after the start of After Hours.
5. No work may be performed on County holidays or after normal business hours without prior written authorization by the County's Project Manager or designee.

G. Project Proposals/Estimates:

1. For each project, the Contractor shall submit a complete written estimate prior to initiation of any work.
2. The written estimate shall include the scope of work to be performed, estimated cost of labor, including estimated hours and positions, and a list of parts and materials to be used. The project requestor shall evaluate the estimates and, if found acceptable, shall provide written authorization in the form of a Purchase Order prior to the Contractor proceeding with the work.
3. No work is to be performed without a valid Purchase Order issued by Osceola County.
4. The County shall not honor any unauthorized charges.

H. Permits:

1. The Contractor shall be responsible to apply for and obtain all permits required to complete the assigned projects.
2. Charges for permits fees shall be reimbursed at cost and shall not be marked up.
3. The Contractor shall provide supporting documentation of all permit fee charges.

I. Travel Time Expenses: The Contractor's travel time will be billed one way from the point of origin closest to the job site, as either the technician's location or Miller Electric, Company's Altamonte Springs office.**J. Workmanship and Inspection:**

1. The Contractor shall employ professional, qualified, and responsible service technicians to perform the work. The Contractor is expected to employ service technicians trained in the maintenance and installation of the specific types of equipment used in the Osceola County video and security systems.
2. The County may, in writing, require the Contractor to remove any employee from a jobsite that the County deems incompetent or careless.
3. The County will make inspections at our discretion of the work performed under the contract.
4. Any inspection by the County does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.
5. All deficiencies noted during an inspection will be corrected by the Contractor at no additional cost to the County.
6. If the Contractor fails to correct the defects within seven (7) days, the County will be entitled to have such work remedied by other sources and the Contractor may be fully liable for all costs and expenses reasonably incurred by the County.

K. Emergency Services:

1. Emergency Services are those services initiated during non-normal business hours and/or requiring priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-

business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

2. Normal Business Hours under this agreement are Monday through Friday, 7:00AM through 5:00 PM, excluding published County holidays.
3. It is understood the awarded contractor shall have personnel available twenty-four (24) hours a day, seven (7) days a week throughout the term of the resulting agreement.
4. The Contractor shall maintain a 24 hour, 365 day answering service for incoming service calls. All service calls shall be logged and the log shall be submitted to Osceola County on a monthly basis.
5. Repeated failure to meet established response times will be considered as grounds to terminate this agreement.

L. Additional Obligations of the Contractor:

During the performance of work pursuant to this Contract, the Contractor will:

1. Supervise and direct all work, in accordance with industry standards and any applicable manufacturer's instructions, and may not in any way void a manufacturer's warranty.
2. Be responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Services.
3. Provide an adequate number of skilled workers who are thoroughly trained and experienced in providing the services that are the subject of this specification.
4. Be responsible to Osceola County for the acts and omissions of their employees, subcontractors and their agents and employees, and all other persons performing any of the work as specified herein.
5. Assign a Project/Contract Manager who will have full authority to act on behalf of the Contractor on all matters relating to daily operation of the contract.
6. Provide Osceola County with a monthly schedule for all planned work, and reschedule such work when notified by Osceola County that the work cannot be performed at that time. The Contractor will not be compensated if work cannot be performed due to foreseeable circumstances.
7. Maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be re-installed or repaired as appropriate. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
8. Maintain documentation of all work performed under this Contract on forms provided or approved by Osceola County. All such documentation will become the property of Osceola County upon termination of this Contract. Invoices submitted by the Contractor will not be approved for payment unless written documentation of all work for which the Contractor seeks payment are attached. At the minimum, documentation will include:
 - a. Contractor name, complete address, and contact information
 - b. Date, time, and location of site visit
 - c. Reason for site visit
 - d. Brief description of work performed or accomplished

- e. Any observed deficiencies or operational issues and recommendations for resolution
- f. Required or recommended follow-up
- g. Parts and/or consumables used
- h. Labor hours
- i. Participating Contractor personnel
- j. Osceola County Purchase Order number
- k. Approval by Contractor Operations Manager

All work performed will be certified as complete by the project requestor or delegated evaluator prior to payment of the invoice.

M. Site Clean-Up and Waste:

1. The Contractor will, at all times, keep the adjacent areas of the job site free from accumulation of waste materials or rubbish caused by their operations.
2. The Contractor shall maintain a neat and clean workspace both during and after the performance of work. All trash will be removed from the site and deposited as appropriate.
3. Any fireproofing, caulking or other materials that must be removed for the installation or performance of maintenance will be re-installed or repaired as appropriate.
4. Ensure that necessary markings are installed where appropriate to identify new circuits, cables, or equipment as applicable.
5. The Contractor will remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies and materials, leaving the job site in a clean, ready to use condition.
6. The Contractor will **not** use trash receptacles on the County's premises without authorization.
7. All waste materials associated with these services will be handled in accordance with all federal, state and local regulations.

N. Warranty

All projects and work performed under this agreement shall have a minimum 24 month parts and labor warranty. Should the manufacturer's warranties exceed 24 months, the manufacturers' warranty shall prevail with only the Contractor's normal labor rates being charged after the initial 24 month period.

O. Re-Repair Services.

The awarded contractor shall monitor, track and identify services that require re-repair. The awarded contractor shall not include the costs of such repairs in their monthly statement.

P. Parts and Materials.

1. The Contractor shall bill the County for GenetecTM security system specific parts and materials based on a discount off Manufacturer Suggested Retail Price (MSRP), based on a published catalog. This includes, but is not limited to, GenetecTM, AxisTM,

Synergis™, Omnicast™ and HID™ products.

2. The Contractor shall provide to the County semi-annually, at a minimum, a copy of the published catalog documenting MSRP.
3. The Discount provided shall be an established minimum. Osceola County reserves the right to negotiate the Discount on large project, when in the best interest of the County.
4. When providing Invoices, the Contractor shall note on the documentation the MSRP cost and the resulting price after applying the Discount.
5. For items identified as consumables, the County will pay the Contractor for such materials as reimbursement plus at 15% markup for administration. Consumables are items used in order to connect the various main components into the access control and video surveillance system. This includes, but is not limited to wires, "pull strings", conduit, connectors, tape, junction boxes, various chemicals, shop supplies and other similar items. The Contractor will provide a list of items they have used as part of their invoice.

Q. Subcontractor Costs.

1. **The awarded contractor is required, and must be able to perform, fifty-one percent (51%) of the work described herein without the use of subcontractors.**
2. Should the Contractor require the services of a subcontractor, the services and subcontractor's pricing must be detailed on the invoice submitted to the County (with back-up receipts and documentation).
3. The County will pay the Contractor for the sub-contracted services at the Contractors cost, as a reimbursement plus at 15% markup for administration.
4. The Contractor is responsible for all payments to their subcontractors.
5. The Contractor assumes all liability and is solely responsible for ALL subcontractor work and actions.
6. The use of subcontractors must be approved in advance by the County's Project Manager or Designee. The County will have full discretion over whether the Contractor may or may not utilize a subcontractor.

R. Equipment Rentals.

1. Should the Contractor require the use of equipment, such as specialty and heavy equipment, the rental of such equipment and pricing must be detailed on the invoice submitted to the County (with back-up receipts and documentation).
2. The County will pay the Contractor for the rental of equipment the Contractors cost, as a reimbursement plus at 15% markup for administration.
3. The Contractor is responsible for all payments for equipment rental.
4. The Contractor assumes all liability and is solely responsible for ALL equipment rentals they obtain.
5. The use of rental equipment must be approved in advance by the County's Project Manager or designee.

S. Annual Maintenance and Support (SMA).

The Contractor, as a system integrator, shall provide to the County access to all Genetec™ maintenance and support programs.

Exhibit "B"
Pricing Schedule

Labor Hours Price Schedule Standard/Normal Hours	
Description	Hourly Rate
Project Management	\$ 115.00
Installation Technician	\$ 105.00
Installation Technician (Helper)	\$ 95.00
Field Engineer	\$ 115.00
Service Technician	\$ 105.00
Application Engineer	\$ 115.00
Draftsman/CADD Technician	\$ 115.00
Clerical (O&M Documentation)	\$ 75.00

Labor Hours Price Schedule Over Time/After Hours	
Description	Hourly Rate
Project Management	\$ 172.50
Installation Technician	\$ 157.50
Installation Technician (Helper)	\$ 142.50
Field Engineer	\$ 172.50
Service Technician	\$ 157.50
Application Engineer	\$ 172.50
Draftsman/CADD Technician	\$ 172.50
Clerical (O&M Documentation)	\$ 112.50

Genetec™ Specific Parts and Materials	
Description	Percentage Discount
All Genetec™, Axis™, Synergis™, Onmicast™, HID™ and other Genetec™ System specific Parts and Materials	13% minimum

Miscellaneous Consumable Parts and Materials	
Description	Percentage Markup
Miscellaneous Consumable Parts and Materials	Cost plus 15%

Subcontractor and Equipment Rental Costs	
For both Subcontractor and Equipment Rental Costs, the County will provide a reimbursement of expenses. The awarded contractor will provide a copy of the subcontractor and equipment rental invoice to support reimbursement with their invoice for work performed.	
Description	Estimated Costs
Subcontractor Costs	Cost plus 15% - requires prior approval by the County's Project Manager or Designee
Equipment Rental Costs	Cost plus 15% - requires prior approval by the County's Project Manager or Designee

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In Process



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ZALLEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cecil W. Powell & Company
219 N. Newnan Street
Jacksonville, FL 32202

CONTACT NAME: **Zachary Allen, CRM, CRIS, MLIS**
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: **ZAllen@cwpowellins.com**

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: **Zurich American Ins Co** 16535INSURER B: **Travelers Prop Cas Co of Am** 25674INSURER C: **XL Specialty Insurance Co** 37885

INSURER D:

INSURER E:

INSURER F:

INSURED
Miller Electric Company
P O Box 1799
Jacksonville, FL 32201-1799

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	GLO038137505	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> XCU					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
						EBL AGGREGATE \$ 1,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	BAP038137605	7/1/2020	7/1/2021	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 15,000,000
	EXCESS LIAB	CLAIMS-MADE	ZUP-15P20283-20-NF	7/1/2020	7/1/2021	AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				Aggregate \$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N <input checked="" type="checkbox"/> N/A	WC038137405	7/1/2020	7/1/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater		UM00040936MA20A	7/1/2020	7/1/2021	Any One Item: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Video Surveillance and Access Control Security System Installation, Maintenance, Repairs and Upgrades

Osceola County is included as additional insured as respects general liability and auto liability on a primary and non-contributory basis per the attached endorsements. A waiver of subrogation is granted in favor of the additional insured as respects general liability, auto liability, and workers compensation per the attached endorsements, and where permitted. Umbrella liability applies excess to general liability, auto liability, and employers liability (workers compensation). 30 days notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

Osceola County
1 Courthouse Square
Kissimmee, FL 34741

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Miller Electric Company
Addendum to Certificate of Insurance**

Additional Description of Operations:

Auto Liability Includes:

Hired and Non-Owned Liability

Hired and Non-Owned Physical Damage - Deductibles as follows:

\$250 Comprehensive; \$500 Collision

General Liability – Additional Insured Status:

Additional Insured status provided through U-GL-2162-A CW (02/19) endorsement. This form allows for entities to be named as additional insureds via one of the 04/13, 07/04, or 10/01 edition date versions of the ISO CG 20 10 and CG 20 37 endorsements, as required and specified by the applicable contract(s). If no form version is specified, then the 04/13 editions of the CG 20 10 and CG 20 37 endorsements will apply.

Professional and Contractors Pollution Legal Liability

Policy # CEO744696804

Insurer: Indian Harbor Insurance Company

Effective 07/01/2020; Expiration 07/01/2021

Policy Aggregate Limit of Liability: \$5,000,000

Coverage A - Professional Liability

Limit of Liability Each Act, Error, or Omission: \$5,000,000

Aggregate Limit of Liability: \$5,000,000

Retention: \$100,000

Professional Liability Coverage is Claims Made.

Retroactive date: 12/03/2010

Coverage B - Contractors Pollution Legal Liability

Each Pollution Condition: \$5,000,000

Aggregate Limit of Liability: \$5,000,000

Retention: \$100,000

Pollution Coverage is occurrence based.

Installation Floater & Riggers Liability

Policy # Renewal of UM00040936MA20A

Insurer: XL Specialty Insurance Co

Effective 07/01/2020 - 07/01/2021

Basic Limit: \$5,000,000

Maximum Amount of Payment: \$10,000,000

Temporary Location: \$1,000,000

Transit: \$1,000,000

Deductible: \$2,500

Separate Named Storm deductible applies – 2% of the completed value subject to \$10,000 minimum for listed coastal counties.

Excludes Flood and Earth Movement

Riggers Liability

Coverage Limit: \$50,000

Crime Coverage

Policy # 169804990

Insurer: Continental Casualty Company

Effective: 07/01/2020 - 07/01/2021

Coverage A - Employee Theft - \$5,000,000 - Per Occurrence

Coverage A1 - Client Property - \$5,000,000 - Per Occurrence

Deductible - \$35,000 - Per Occurrence


ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO038137505

Effective Date: 07/01/2020

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

In Process



General Liability Supplemental Coverage Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO038137505	07/01/2020	07/01/2021	07/01/2020			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
 - (2) Liability for "personal and advertising injury" if:
 - (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
 - (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
 - (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.
- Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:
- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
 - (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:
 - (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section **III – Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section IV – **Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.

In Process



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO038137505	07/01/2020	07/01/2021	07/01/2020	84099000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO038137505

COMMERCIAL GENERAL LIABILITY
CG 20 32 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured:****Any Engineers, Architects or Surveyors while not engaged by you, to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

In Process

POLICY NUMBER: BAP038137605

COMMERCIAL AUTO
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured: MILLER ELECTRIC COMPANY	

SCHEDULE**Name of Person(s) or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: BAP038137605

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MILLER ELECTRIC COMPANY**Endorsement Effective Date:****SCHEDULE****Name(s) Of Person(s) Or Organization(s):**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN
CONTRACT AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP038137605	07/01/2020	07/01/2021	07/01/2020	84099000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

In Process

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 43****BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT**

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2020

Policy No. WC038137405

Endorsement No.

Insured

Miller Electric Company

Premium \$

Insurance Company

Zurich American Insurance Company

**WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY**

COMMERCIAL INSURANCE

ENDORSEMENT

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured
MILLER ELECTRIC COMPANY

Policy Number
WC 0381374-05

MODIFICATION OF TIME FOR NOTICE OF CANCELLATION OR NONRENEWAL

MODIFICATION OF TIME FOR NOTICE OF CANCELLATION OR NONRENEWAL

THIS ENDORSEMENT MODIFIES THE CANCELLATION OR NONRENEWAL PROVISIONS OF THE POLICY AND ANY OTHER ENDORSEMENT TO THE POLICY STATING THE NUMBER OF DAYS NOTICE TO BE PROVIDED BY US IN THE EVENT OF CANCELLATION OR NONRENEWAL.

TO THE EXTENT THAT THE POLICY OR OTHER ENDORSEMENT REQUIRES THAT WE PROVIDE NOTICE IN THE EVENT OF CANCELLATION OR NONRENEWAL, WRITTEN NOTICE WILL BE GIVEN THE INSURED NO LESS THAN 60 DAYS PRIOR TO THE EFFECTIVE DATE OF THE CANCELLATION OR NONRENEWAL.

NOTHING IN THIS ENDORSEMENT MODIFIES THE NUMBER OF DAYS NOTICE TO BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

IN NO EVENT WILL THE NUMBER OF DAYS NOTICE OF CANCELLATION OR NON-RENEWAL CONTAINED IN THE PROVISIONS OF THIS ENDORSEMENT BE LESS THAN WHAT IS REQUIRED BY LAW.

5/21/2021

Detail by Entity Name

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

MILLER ELECTRIC COMPANY

Filing Information

Document Number 176698
FEI/EIN Number 59-0361850
Date Filed 12/29/1953
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 08/02/2019
Event Effective Date NONE

Principal Address

6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Changed: 03/27/2019

Mailing Address

SUSAN A. WALDEN
P. O. BOX 1799
JACKSONVILLE, FL 32201

Changed: 02/22/1999

Registered Agent Name & Address

WALDEN, SUSAN A
6805 Southpoint Parkway
Jacksonville, FL 32216

Name Changed: 02/22/1999

Address Changed: 01/14/2020

Officer/Director Detail

Name & Address

Title CEO

BROWN, HENRY K
6805 SOUTHPOINT PARKWAY

5/21/2021

Detail by Entity Name

JACKSONVILLE, FL 32216

Title ST

WALDEN, SUSAN A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CHAI

AUTREY, RONALD A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

BROWN, DANIEL A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CHAIRMAN EMERITUS

AUTREY, HENRY E
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VICE PRES

WITT, EDWARD E, JR
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

STALLINGS, DAVID L
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

SMITH, DONALD
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

MACDONALD, JAMES
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

TESNEY, ROBERT

5/21/2021

Detail by Entity Name

6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

O'HALLORAN, EDWARD
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

HEBERT, KEVIN
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VC

WITT, EDWARD E, SR.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

SEAY, BRIAN
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

CREEL, JAMES A
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title ASST S

ZIMMERMAN, BRENT T.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title ASST T

PRICE, ROCHELLE B.
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title CFO

HENSLEY, KYLE
6805 SOUTHPOINT PARKWAY
JACKSONVILLE, FL 32216

Title VP

In Process

Detail by Entity Name

5/21/2021

Detail by Entity Name

11/11/2003 - 11/11/2003	new image in PDF format
11/14/2003 - 11/14/2003	new image in PDF format
11/17/2003 - 11/17/2003	new image in PDF format
11/24/2003 - 11/24/2003	new image in PDF format
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12/30/2003 - 12/30/2003	new image in PDF format
12/31/2003 - 12/31/2003	new image in PDF format

In Process

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



MILLER ELECTRIC COMPANY

*Powering the Possibilities*P.O. Box 1799 (32201)
6805 Southpoint Parkway, Jacksonville FL 32216

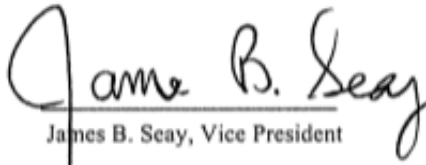
AFFIDAVIT OF COMPLIANCE WITH E-VERIFY REQUIREMENTS

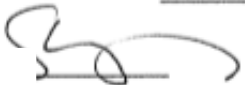
State of FLCounty of Duval

AFFIDAVIT OF COMPLIANCE


The undersigned first duly sworn, deposes and states as follows:

This is to certify that [Company Name] Miller Electric Company is a party to a Memorandum of Understanding with the Department of Homeland Security to use E-Verify system for all of its new hires. Our Company's E-Verify participation number is 128783. In keeping with our Memorandum of Understanding, all new hires are through the E-Verify system.


James B. Seay, Vice President

2/27/15State of FloridaCounty of DuvalSubscribed and sworn to before me, this 27th day of Feb 20 15.Personally Known X or Produced Identification _____By James B. Seay 

SUMMER STARLING
Notary Public, State of Florida
My Comm. Expires Aug 23, 2016
Commission No. EE 207776

 An official website of the United States government
[Here's how you know](#)



Menu ☰

My Company

My Company Profile

Company Information

Company Name

Miller Electric Company

Doing Business As (DBA)

Company ID

128783

Enrollment Date

06/18/2008

Employer ID Number

590361850

DUNS Number

005834205

Total Number of Employees

1,000 to 2,499

NAICS Code

238

Sector

In Process

City of Palm Coast, Florida

Agenda Item

Agenda Date: August 3, 2021

Department	STORMWATER	Amount	\$969,707.50
Item Key	11320	Account	54029083-063000-85005
Subject	RESOLUTION 2021-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, FOR THE CONSTRUCTION OF THE 2021 SANITARY SEWER LINING PROJECT		
Presenter : Alex Blake			
Background : One of City Council’s priorities is to implement water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding and other hazards. In support of the adopted priority, staff has identified areas of the City’s gravity sewer collection system which are susceptible to ground water infiltration. These locations tend to be in older parts of the system that were constructed using vitrified clay pipe and which are deep below ground level and therefore submersed beneath the groundwater table for much of the year. As these pipes have aged; cracking, shifting and root intrusion have created points of entry into the pipe for ground water to seep in. The cumulative effect of this condition results in increased flows to the City’s pump stations and to the wastewater treatment plants. To improve the structural integrity of these sanitary sewer gravity mains and seal them from groundwater infiltration, an annual Capital Improvement Project was budgeted to perform cured-in-place pipelining. The first two contracts, completed in FY19 and FY20, lined approximately 60,000 feet of gravity sewer mains. Stormwater & Engineering plans to continue the program for the next three (3) to four (4) years to meet all of the rehabilitation needs of the existing gravity sewer pipe system. On July 15, 2021, bids were received from four (4) qualified contractors. Bid totals including base bid and both (2) bid alternates, range from \$969,707.5 to \$2,331,420.00. The low bid total was submitted by Miller Pipe Line, LLC of Indianapolis, Indiana. Miller Pipe Line, LLC is an experienced pipe lining company which has performed work throughout the state of Florida. City staff recommends award of the contract to the low bidder, Miller Pipeline, LLC for the amount of \$969,707.50. The notice of intent to award, project bid tabulation and project area map are attached as exhibits to this item. This project is in the utility 5-Year Capital Improvement Plan.			
SOURCE OF FUNDS WORKSHEET FY 21			
Utility Capital/General Plant R&R			\$2,237,779.86
Total Expended/Encumbered to Date.....			\$1,581,800.12
Pending Work Orders/Contracts.....		\$	0
Current (WO/Contract).....		\$	500,000.00
Balance.....		\$	155,979.74

SOURCE OF FUNDS WORKSHEET FY 22

Utility Capital/General Plant R&R	\$1,000,000.00
Total Expended/Encumbered to Date.....	\$ 0
Pending Work Orders/Contracts.....	\$ 0
Current (WO/Contract).....	\$ 469,707.50
Balance.....	\$ 530,292.50

Recommended Action :

RESOLUTION 2021-XX APPROVING A CONTRACT WITH MILLER PIPELINE, LLC, FOR THE CONSTRUCTION OF THE 2021 SANITARY SEWER LINING PROJECT.

RESOLUTION 2021-_____
2021 SANITARY SEWER LINING PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONSTRUCTION CONTRACT WITH MILLER PIPELINE, LLC., FOR THE 2021 SANITARY SEWER LINING PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires construction of the 2021 Sanitary Sewer Lining project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Miller Pipeline, LLC, for the above referenced services.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract, in the amount of \$969,707.50, with Miller Pipeline, LLC., for the 2021 Sanitary Sewer Lining project, as 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 any necessary documents.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with 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 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 August 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

David Alfin, Mayor

Virginia A. Smith, City Clerk

Attachments: Exhibit A-Contract with Miller Pipeline, LLC

Approved as to form and legality

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



NOTICE OF INTENT TO AWARD

Project: ITB-SWE-21-43 – 2021 SANITARY SEWER LINING

Date: 7/26/2021

Appeal Deadline: Appeals must be filed by 5:00 PM on 7/29/2021

Firm	Bid
Miller Pipeline, LLC Indianapolis, IN	\$969,707.50 (Corrected Calculation)
Insituform Technologies Chesterfield, MO	\$1,120,655.00
Atlantic Pipe Services Sanford, FL	\$1,506,700.00 (Corrected Calculation)
Gulf Coast Underground, LLC Theodore, AL	\$2,331,420.00
Advanced Plumbing Technology Clermont, FL	Non-Responsible (Minimum experience requirement not met)
Vortex Services, LLC Tampa, FL	Non-Responsive (Forms not submitted as requested)

The intent of the City of Palm Coast is to award ITB-SWE-21-43 to Miller Pipeline, LLC



For questions regarding the NOIT please contact Procurement Coordinator CLuedke@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office 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 Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



ITB-SWE-21-43 - 2021 SANITARY SEWER LINING

Project Overview

Project Details	
Reference ID	ITB-SWE-21-43
Project Name	2021 SANITARY SEWER LINING
Project Owner	Casey Luedke
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The contractor shall furnish all labor, materials, equipment, tools, supervision and any other items required for: cured in place pipe lining of approximately 31,500 linear feet of existing sanitary sewer gravity pipe and additive alternate of up to approximately 10,600 LF of cured in place lining of existing sanitary sewer.
Open Date	Jun 16, 2021 8:00 AM EDT
Intent to Bid Due	Jul 14, 2021 2:00 PM EDT
Close Date	Jul 15, 2021 2:00 PM EDT

Awarded Suppliers	Reason	Score
Miller Pipeline LLC		289.06 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-I (Except Form C), and Bidder Profile Sheet	Jul 15, 2021 2:01 PM EDT	Casey Luedke
Section 00200, Forms A-F, and Bidder Bid Form	Jul 15, 2021 2:01 PM EDT	Casey Luedke
License - Underground Utility or General Contractor	Jul 15, 2021 2:01 PM EDT	Casey Luedke
Construction Forms 5 & 6	Jul 15, 2021 2:01 PM EDT	Casey Luedke
Bid Form A Bid Schedule	Jul 15, 2021 2:01 PM EDT	Casey Luedke
Section 00100, Form C Financial Statements	Jul 15, 2021 2:01 PM EDT	Casey Luedke
Bid Security	Jul 15, 2021 2:01 PM EDT	Casey Luedke
Qualification Form	Jul 15, 2021 2:01 PM EDT	Casey Luedke
Addendum No 1	Jul 15, 2021 2:01 PM EDT	Casey Luedke
Addendum No 2	Jul 15, 2021 2:01 PM EDT	Casey Luedke

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?
Mary Kronenberg, PMP	Jul 15, 2021 2:10 PM EDT	No
Alex Blake	Jul 16, 2021 3:34 PM EDT	No
Jesse Scott	Jul 21, 2021 4:21 PM EDT	No
Carmelo Morales	Jul 20, 2021 8:53 AM EDT	No
james melley	Jul 15, 2021 2:16 PM EDT	No
Ginger Norberg	Jul 15, 2021 3:26 PM EDT	No
Casey Luedke	Jul 15, 2021 2:02 PM EDT	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
Bid Alternate #1 Pricing Review	100 pts	Price from Bid Alternate #1
Bid Alternate #2 Pricing Review	100 pts	Price from Bid Alternate #2
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-I, References, and License
Technical Review of Bid Forms 00200	Pass/Fail	Review Bid Form 00200 A-F
Technical Review Construction Forms	Pass/Fail	Review Forms 5 & 6
Admin Financial Review	Pass/Fail	Review for fiscal solvency
Total	300 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Admin Bid Form Pricing Review	Bid Alternate #1 Pricing Review	Bid Alternate #2 Pricing Review
Supplier	/ 300 pts	Pass/Fail	/ 100 pts	/ 100 pts	/ 100 pts
Advanced Plumbing Technology	295.14 pts	Pass	100 pts (\$701,450.00)	100 pts (\$115,850.00)	95.14 pts (\$117,850.00)
Miller Pipeline LLC	289.06 pts	Pass	95.62 pts (\$733,607.50)	93.44 pts (\$123,980.00)	100 pts (\$112,120.00)
Insituform Technologies	252.46 pts	Pass	82.26 pts (\$852,755.00)	86.81 pts (\$133,450.00)	83.39 pts (\$134,450.00)
Vortex Services, LLC.	184.73 pts	Fail	63.34 pts (\$1,107,500.00)	65.53 pts (\$176,800.00)	55.86 pts (\$200,700.00)
Atlantic Pipe Services	179.18 pts	Pass	62.96 pts (\$1,114,200.00)	60.03 pts (\$193,000.00)	56.2 pts (\$199,500.00)



	Total	Administrative Review	Admin Bid Form Pricing Review	Bid Alternate #1 Pricing Review	Bid Alternate #2 Pricing Review
Supplier	/ 300 pts	Pass/Fail	/ 100 pts	/ 100 pts	/ 100 pts
Gulf Coast Underground, LLC	116.21 pts	Pass	40.59 pts (\$1,728,300.00)	38.96 pts (\$297,360.00)	36.67 pts (\$305,760.00)

	Admin Review Addenda	Technical Review Qualification 00100	Technical Review of Bid Forms 00200	Technical Review Construction Forms	Admin Financial Review
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Advanced Plumbing Technology	Pass	Fail	Mixed	Pass	Pass
Miller Pipeline LLC	Pass	Pass	Pass	Pass	Pass
Insituform Technologies	Pass	Pass	Pass	Pass	Pass
Vortex Services, LLC.	Pass	Pass	Pass	Pass	Fail
Atlantic Pipe Services	Pass	Mixed	Pass	Pass	Pass



	Admin Review Addenda	Technical Review Qualification 00100	Technical Review of Bid Forms 00200	Technical Review Construction Forms	Admin Financial Review
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Gulf Coast Underground, LLC	Pass	Pass	Pass	Pass	Pass

0 Legend

10 Feet



Manholes

BASE BID

21-1



N

WELLSIDE LN

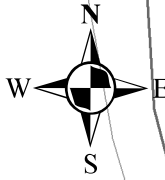
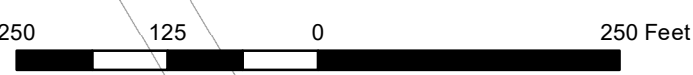
WEISS PI

20-1

20-3

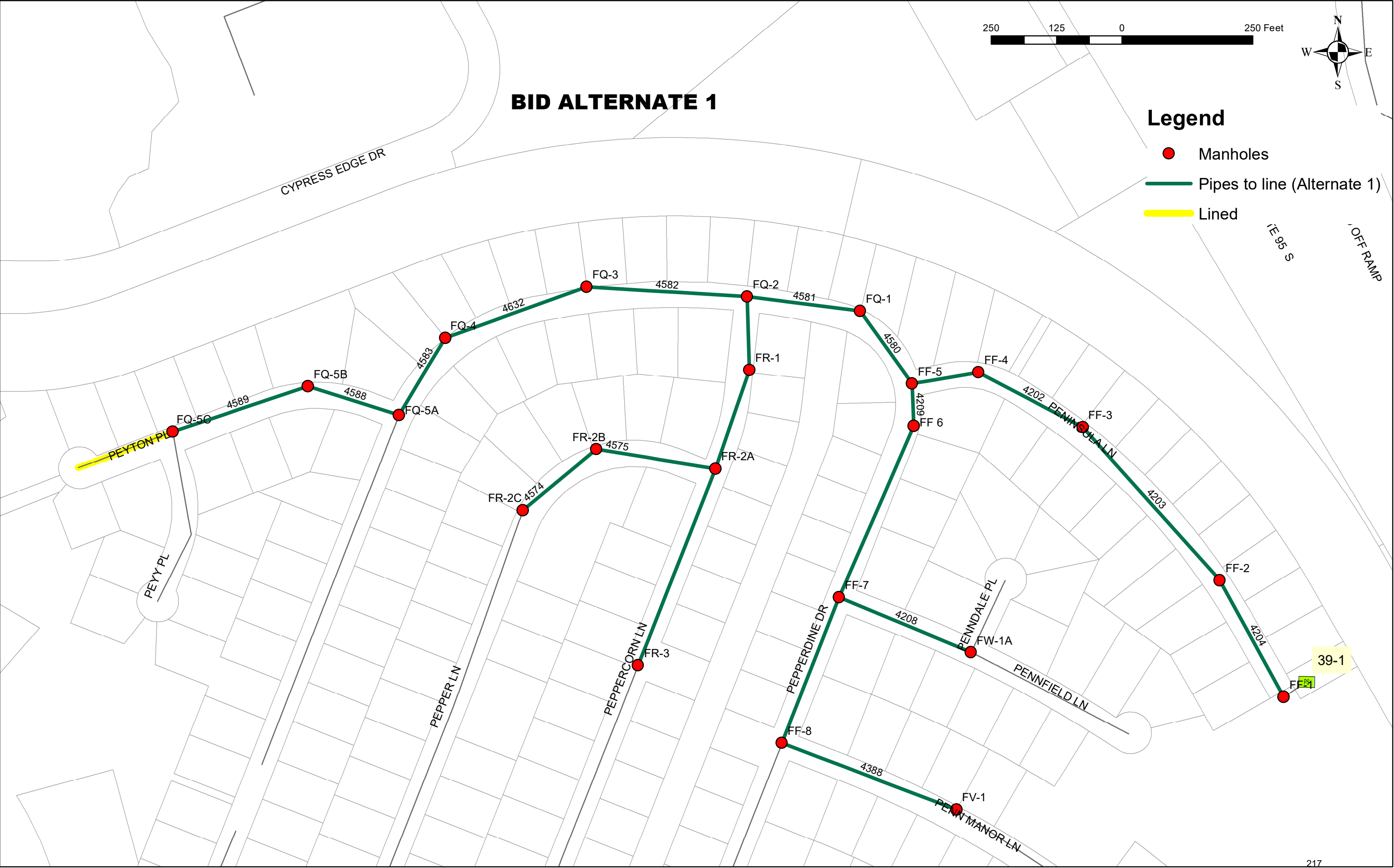
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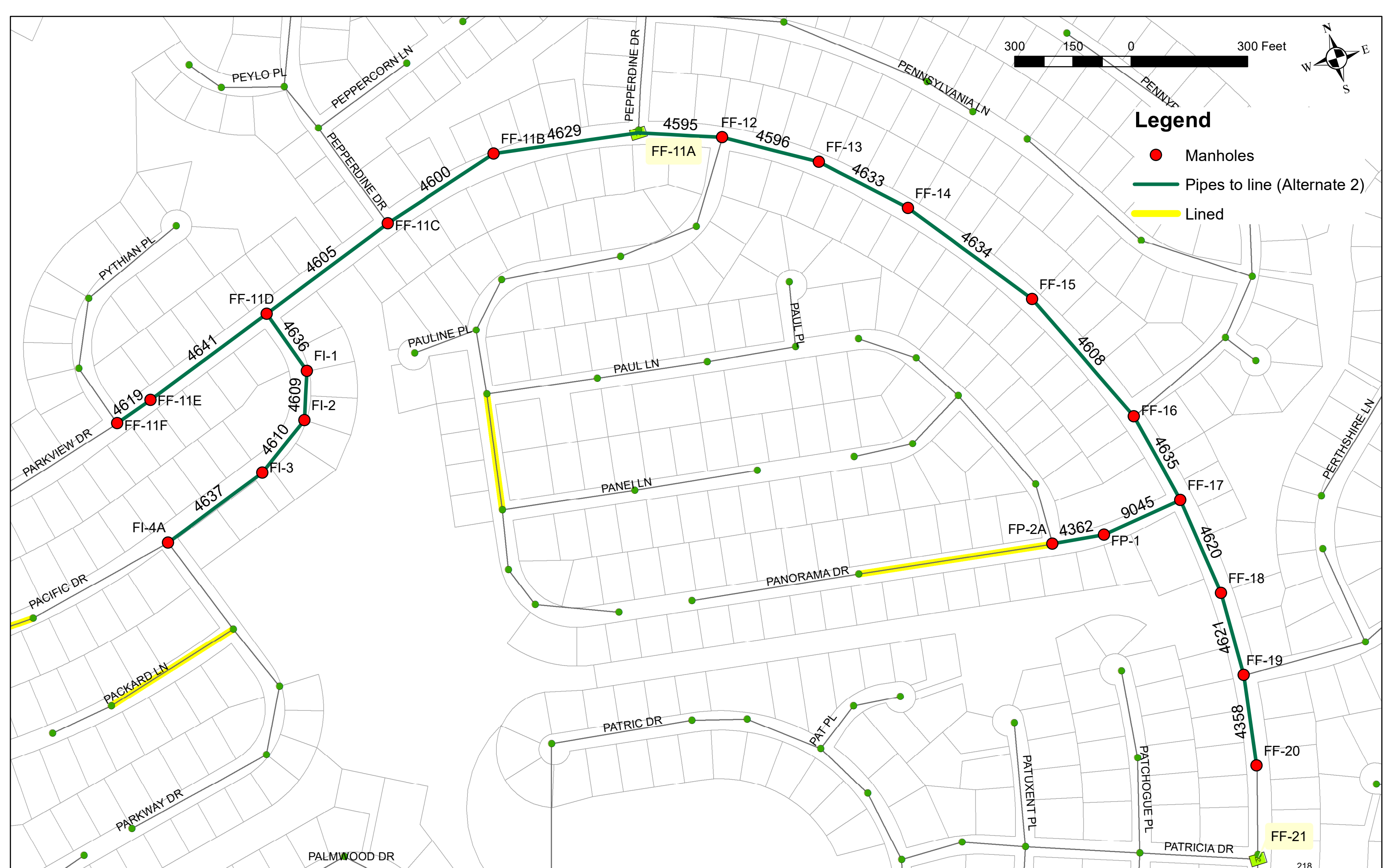
BID ALTERNATE 1



Legend

- Manholes
- Pipes to line (Alternate 1)
- Lined





City of Palm Coast, Florida

Agenda Item

Agenda Date : 8/3/2021

Department	PUBLIC WORKS FLEET DIVISION	Amount	OVER \$30,000.00
Item Key	11236	Account #	65010071- 052000
Subject	RESOLUTION 2021-XX APPROVE PIGGYBACKING THE STATE OF MINNESOTA SOURCEWELL CONTRACT RFP 032521 WITH GENUINE PARTS COMPANY DBA NAPA AUTO PARTS FOR THE PURCHASING OF AUTO PARTS AND SUPPLIES FOR THE CITY'S FLEET.		
Presenter : Lachance/Mancill			
Background : As part of City Council's goals, the Public Works Fleet Division is to ensure that the City's high-value vehicle and equipment is maintained in a safe and operable manner. Each year the Fleet Division seeks complete pricing for the purchase of parts, supplies & equipment for the citywide fleet. By piggybacking the State of Minnesota's Sourcewell contract, it will allow us to take advantage of exclusive and competitive pricing, which is advantageous since the pricing is generally better than what the City could obtain on its own. There is still a shortage on specialty products and filters, due to the continued effects of COVID-19. Sourcewell is able to provide the necessary specialty products and filters to the City of Palm Coast. The utilization of this agreement will provide for the purchase of parts and supplies required for the day-to-day operation and maintenance of the Citywide fleet. Staff is estimating an annual cost of over \$30,000.00 to purchase parts and supplies on an as-needed basis. The Public Works Department recommends piggybacking the State of Minnesota Sourcewell Contract (RFP032521) with Genuine Parts Company DBA NAPA Auto Parts for the purchase of parts, supplies & equipment for citywide fleet. The participating local vendor under this contract is Bunnell Auto Supply Co Inc.			
Recommended Action : ADOPT RESOLUTION 2021-XX APPROVE PIGGYBACKING THE STATE OF MINNESOTA SOURCEWELL CONTRACT RFP 032521 WITH GENUINE PARTS COMPANY DBA NAPA AUTO PARTS FOR THE PURCHASING OF AUTO PARTS, SUPPLIES AND EQUIPMENT FOR THE CITY'S FLEET.			

RESOLUTION 2021-____
PIGGYBACKING STATE OF MINNESOTA SOURCEWELL CONTRACT RFP
032521 WITH GENUINE PARTS COMPANY DBA NAPA AUTO PARTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING STATE OF MINNESOTA SOURCEWELL CONTRACT RFP 032521 WITH GENUINE PARTS COMPANY DBA NAPA AUTO PARTS FOR THE PURCHASING OF AUTO PARTS AND SUPPLIES FOR THE CITY'S FLEET; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Genuine Parts Company DBA NAPA Auto Parts has expressed a desire to provide auto parts to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced products from Genuine Parts Company DBA Napa Auto Parts.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Contract # RFP 032521, relating to the purchase of auto parts from Genuine Parts Company DBA NAPA Auto Parts, 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. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with 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 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 August 2021.

CITY OF PALM COAST, FLORIDA

ATTEST:

DAVID ALFIN, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Piggyback State Of Minnesota Sourcewell Contract RFP 032521 with Genuine Parts Company DBA Napa Auto Parts

Approved as to form and legality

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



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Genuine Parts Company dba NAPA Auto Parts

Bid/Contract Ref # Sourcewell RFP 032521

Agency Name: State of Minnesota (Sourcewell)

Contract Type: Piggyback

Contract Value Over \$30K

Resolution # 2021- City Council Approval Date: _____

Contract Term End Date 5/19/2025

Renewable Y/N Yes If yes # and length of renewals: 1 each 1 year renewal

City's Project Manager(s) Roger LaChance

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Agreement for automotive replacement parts as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

Interim City Manager _____ Date: _____

Vendor Name and Email Don Lachance don_lachance@genpt.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Genuine Parts Company dba NAPA Auto Parts
Don Lachance
2999 Wildwood Parkway
Atlanta, GA 30339

RE: Engagement Letter Authorizing Piggyback

Contract for Aftermarket Vehicle Parts and Supplies

Contract Name

State of Minnesota - Sourcewell - RFP 032521

Contract Reference

Dear Mr. Lachance,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Jesse K. Scott

Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

Genuine Parts Company dba NAPA A

By: Jett Kuntz

(Electronic Signature)

Jett Kuntz

Print Name: _____

Title: Vice President - NAPA Fleet/IBS

Date: Jul 28, 2021 | 5:36 PM EDT



City of Palm Coast, Florida Agenda Item

Agenda Date : August 3, 2021

Department Item Key 11235	Amount Account #
Subject WORKSHEET	
Presenter :	
Background :	
Recommended Action :	

			August 10, 2021 WORKSHOP MEETING	
1		Presentation	Proposed Budget for All remaining funds /5 YR CIPC	Alves/Ragsdale
2		Resolution	OKR Special Assessment	Alves
3		Resolution	Legislative Priorities	DeLorenzo/Bevan
4		Ordinance	Amend Code Trash bins	DeLorenzo
5		Ordinance	Amend Code Collection bins	DeLorenzo
6		Resolution	Employee Health Insurance	Fuller
7		Resolution	Final Nuisance Abatement	Grossman
8		Resolution	Park n Rec Fees	Johnston
9		Presentation	Bike Ped Reviewal (Cimmaron Dr. update)	Papa
10		Presentation	Park Master Plan	Papa
			August 17, 2021 BUSINESS MEETING	
1		Resolution	OKR Special Assessment	Alves
2		Resolution	Legislative Priorities	DeLorenzo/Bevan
3		Ordinance 1st	Amend Code Trash bins	DeLorenzo
4		Ordinance 1st	Amend Code Collection bins	DeLorenzo
5		Presentation	Employee recognitions	Fuller
6		Resolution	Employee Health Insurance	Fuller
7		Resolution	Final Nuisance Abatement	Grossman
8		Ordinance 2nd	Flagler Tribute Rezoning	Hoover
9		Presentation	Teen After School Partnership	Johnston
10		Resoloution	Park & Rec Fee Schedule	Johnston
11		Ordinance 1st	FLUM Flagler Village	Hoover/Papa
12		Ordinance 1st	Rezoning Flagler Village	Hoover/Papa
13		Ordinance 2nd	Grand Reserve East Annexation	Papa
			August 24, 2021 WORKSHOP MEETING-SPECIAL	
1		Presentation	Proposed Final Budget	Alves/Ragsdale
2		Resolution	Fleet Purchases	Mancill/LaChance
			September 7, 2021 BUSINESS MEETING	
1		Ordinance 2nd	Amend Code Trash bins	DeLorenzo
2		Ordinance 2nd	Amend Code Collection bins	DeLorenzo
3		Proclamation	Arbor Day	Mini
4		Proclamation	National Recovery Month	Smith
5		Presentation	New legislation overview	Reischmann
			September 9, 2021 Special Budget Hrg Tentative Budget/Trim 5:30 pm	
1			Tentative Millage & Budget	Alves
			September 14, 2021 WORKSHOP MEETING	

1	Presentation	Building/Planning LOS	DeLorenzo
2	Ordinance	Litter-Code Amendment, Prevention and Awareness	DeLorenzo
3	Resolution	Cultural Arts Grants	Hirst
4	Resolution	Interlocal Agreement Flagler County Marineland Acres	Flanagan
5	Ordinance	Flood Plain	Myers
		September 21, 2021 BUSINESS MEETING	
1	Proclamation	Pink on Parade 5K	Dawson
2	Ordinance 1st	Litter-Code Amendment, Prevention and Awareness	DeLorenzo
3	Resolution	Interlocal Agreement Flagler County Marineland Acres	Flanagan
4	Ordinance 1st	Flood Plain	Myers
		September 22, 2021 Special Budget Hrg FINAL Budget/Trim 5:30 pm	
1	Resolution	Final Millage & Budget	Alves
2	Resolution	Fleet Purchases	Mancill/LaChance
		October 5, 2021 BUSINESS MEETING	
1	Ordinance 2nd	Litter-Code Amendment, Prevention and Awareness	DeLorenzo
2	Resolution	Cultural Arts Grants	Hirst
3	Ordinance 2nd	Flood Plain	Myers
		October 12, 2021 WORKSHOP MEETING	
1	Ordinance	Purchasing code	Alves
		October 19, 2021 BUSINESS MEETING	
1	Ordinance 1st	Purchasing code	Alves
		Future	
1	Resolution	Lease amendment colo facility	Akins
2	Presentation	Security Assessment Review	Akins
3	Presentation	LDC Signs Chapter 9	CDD
4	Resolution	Advent Health Design Srv. Agreement OKR Ext.	Cote
5	Resolution	P1 Control Structure Rehab	Cote
6	Ordinance	Memorial Markers	Cote/Grunewald
7	Resolution	WTP 1 High Service Water Pump	Cote/Kronenburg
8	Ordinance	Boat code	DeLorenzo
9	Resolution	Easement Hardin Agreement	DeLorenzo
10	Resolution	Property exchange -Golf/Marina	DeLorenzo
11	Ordinance 2nd	Slow Way Closure 1/4/2022	DeLorenzo/Cote
12	Resolution	MSA with Service Electric Company for Pole Repair	Flanagan/Roussell
13	Resolution	IAFF Contract	Fuller
14	Ordinance 1st	Animal Control amendment	Grossman

15	Ordinance	LDC Architectural Chapter 13	Hoover/Dawson
16	Presentation	Innovation District Initiatives	Johnston/DeLorenzo
17	Presentation	Community Center Parking	Johnston
18	Ordinance	Logo	Kershaw
19	Proclamation	Diabetes Awareness (Nov. 2)	Smith
20	Appointments	Council Liaisons (Nov. 16)	Smith
21	Appointment	Council Vice Mayor (Nov. 16)	Smith