



City of Palm Coast
Agenda
COUNCIL BUSINESS
MEETING

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

Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Ed Danko
Council Member John Fanelli III
Council Member Nick Klufas

Tuesday, April 19, 2022

9:00 AM

COMMUNITY WING

City Staff

Denise Bevan, City Manager

Neysa Borkert, 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 and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting 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>.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session.
- Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

D. 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.
- (2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public,

there may be discussion by the City Council.

(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 portions of the agenda at the times indicated by the Chair during the meeting.

E. MINUTES

1. MINUTES OF THE CITY COUNCIL:

APRIL 5, 2022 BUSINESS MEETING

APRIL 12, 2022 WORKSHOP MEETING

F. PRESENTATIONS AND PROCLAMATIONS

2. PROCLAMATION - COMMUNITY VOLUNTEER MONTH

3. PROCLAMATION - NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

4. PROCLAMATION - APRIL AS SEXUAL ASSAULT AWARENESS MONTH

5. PROCLAMATION - NATIONAL CRIME VICTIMS' RIGHTS WEEK APRIL 24, 2022 THROUGH APRIL 30, 2022

6. PRESENTATION - VOLUNTEER FIRE FIGHTER SERVICE AWARDS

7. PRESENTATION - EMPLOYEE RECOGNITION

G. RESOLUTIONS

8. RESOLUTION 2022-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER, INC. TO PROVIDE ENGINEERING SERVICES FOR FINAL WATER QUALITY MONITORING PROGRAM IMPLEMENTATION

H. ORDINANCES SECOND READ

- 9. ORDINANCE 2022-XX AMENDMENTS TO THE COMPREHENSIVE PLAN BASED ON EVALUATION AND APPRAISAL PROCESS**
- 10. ORDINANCE 2022-XX PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION**

I. CONSENT

- 11. RESOLUTION 2022-XX APPROVING FLEET PURCHASES OF (2) JLG T350 TOW-PRO BOOM LIFT, (1) HYDRAULIC EXCAVATOR, AND (1) TRAILER**
- 12. RESOLUTION 2022-XX APPROVING THE PIGGYBACK OF NJPA/SOURCEWELL, STATE OF MINNESOTA CONTRACT#070121 WITH JOHNSON CONTROLS FOR THE PURCHASING OF EQUIPMENT, PARTS, INSTALLATION AND SERVICE FOR THE CITY'S HVAC AND BUILDING AUTOMATION SYSTEMS**

J. OTHER BUSINESS

- 13. APPOINTMENT TO FILL A VACANCY ON THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE (BEAC)**

K. PUBLIC PARTICIPATION

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

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

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

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

- 14. REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR MARCH 2022**

O. ADJOURNMENT

- 15. WORKSHEET**

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department CITY ADMINISTRATION	Amount
Division	Account
	#
Subject MINUTES OF THE CITY COUNCIL: APRIL 5, 2022 BUSINESS MEETING APRIL 12, 2022 WORKSHOP MEETING	
Presenter : Virginia Smith, City Clerk	
Background :	
Recommended Action : APPROVE MINUTES OF THE CITY COUNCIL: APRIL 5, 2022 BUSINESS MEETING APRIL 12, 2022 WORKSHOP MEETING	



**City of Palm Coast
Minutes
COUNCIL BUSINESS
MEETING**

City Hall
160 Lake Avenue
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www.palmcoastgov.com

**Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Ed Danko
Council Member John Fanelli III
Council Member Nick Klufas**

Tuesday, April 5, 2022

6:00 PM

COMMUNITY WING

City Staff

Denise Bevan, City Manager

Neysa Borkert, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

Mayor Alfin called the meeting to order at 6:00 PM

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

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

D. PUBLIC PARTICIPATION

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Dave Billings-swale issues and palm trees.

Robert MacDonald-question on comments on items on the agenda.

Shanda Praeda-code enforcement issues. Why can't wheels of car be on grass? Fence at rear of property has overgrown on vacant lot.

Pat Borelli-code enforcement pamphlets. FCAR meeting and provide to realtors.

Mike Martin-start of petition to amend the Charter.

Kerry Purdy-swim team issues to build a proper pool.

Steve Carr-Florida Park Drive traffic issues.

James Vincent-affordable housing issues.

Donna Walsh-voted for a different Mayor due to real estate issues. How much real estate is going into the Mayor's pocket? Pools and clean water and great space to spread their arms.

Mr. DeSantis-look at all these people in this room. When are you going to start working for them. Tired of coming here to tell you to do your job.

Sims Jones-affordable housing

Jane Gilbert-pool issues-synchronized swimming; our team drives an hour away to Oveido to have a pool that is deep enough.

Monique-swale issues; turning lanes-Whiteview, Cypress Point, and Royal Palms traffic backs up due to no right turn lane. Old Kings Road needs to be widened.

Heidi Gerkin-aquatic center needed here in Palm Coast.

Emma LaChance-Airbnbs.

Tyrone Washington-code and tree issue; tree fell on power lines; put in claim with City and the League denied claim in part and paid in part.

Joel Davidson-encourage on the pool center.

Alan Lowe-update on salt water canals. Second-street solutions Florida Park, Blare Drive - suggesting speed bumps to speed hump. There are 10 speed humps in Town Center.

Claudia Dowd-expressed her opinion on how important it is to have a pool. Having two disabled children this is the way to help our special needs children.

Ilia Stockman-swim team and pool issues.

Ellie Yorkie-swim team and pool issues.

Lela Jacoli-swim team and pool issues.

Emma Pugliese-swim team.

Gabbie Spence-Synchro Bells would like a deeper pool.

Ms. Gilbert-Synchro Bells needs a deeper pool.

Steve Maroney-code enforcement; does not think we, the residents should have to sign a complaint. Growth-we need to slow it down and allow the Police and Fire and hospitals to catch up. What about our schools too?

Sheila Allen-elderly form of the swim team; we need heated pools for therapy.

Matt Spence-swim team issues-need an aquatic center with a pool deep enough for these teams.

Al Krier-safety on Cimmaron. Submitted survey and petition, which is attached to these minutes. Thanked the swim team members for coming too. Thanked Council for their assistance. Good place to live and I like living here.

Alex K-wants a bigger pool. Doesn't like driving to Jacksonville.

Responses to Public Comments:

VM Branquinho-I do not believe in special people but I believe in special situations. We owe it to all to look harder at the possibilities - swimming invests in our children. To Ms. Walsh-I doubt anyone on this dais is taking money from the realtors. I recused myself at one situation. To Mr. Simms-affordable and workforce housing are two different things; we cannot confuse the two. Affordable housing problem is when it is subsidized. I am concerned with the density. To Mr. Lowe-let's meet regarding the speed humps and speed zones.

CM Klufas-accolades to the swimmers for their representation; Seminole Woods drainage-it is indeed a need for an additional culvert. Old Kings Road-has to be

phased and broken into different pieces-funding is coming from FDOT. Speed bumps-there is a catch-22: install to slow traffic but pollution will increase. Short term rentals-thank you for your information on the swim locations.

CM Danko-wants to make sure the City Manager has the contact information.

CM Fanelli-thanked Mr. Washington for his service to the country. Thank you to Mr. Lowe on the traffic solution suggested. Requested all residents share their concerns and their possible solutions.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL:
MARCH 15, 2022 BUSINESS MEETING
MARCH 22, 2022 SPECIAL BUSINESS MEETING
MARCH 22, 2022 SPECIAL BUDGET WORKSHOP**

Pass

Motion made to approve by Vice Mayor Branquinho and seconded by Council Member Danko

**Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli
III**

F. PRESENTATIONS AND PROCLAMATIONS

- 2. PRESENTATION-PUBLIC SAFETY RECOGNITION AWARDS**

Chief Forte presented a public safety recognition award. Chief Berryhill presented awards to crews that provided Mutual Aid to those in Bay County.

Mayor Alfin provided the recognition to our Animal Control team for all their efforts in saving our local pets.

- 3. PROCLAMATION-APRIL AS WATER CONSERVATION MONTH**

VM Branquinho presented this Proclamation to Ms. Gretchen Smith of SJRWMD and Mr. Garann Hopkins, Environmental Specialist from the City's Utility Department.

Mayor Alfin encouraged everyone to take the pledge.

G. ORDINANCES FIRST READ

4. **ORDINANCE 2022-XX PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION**

Pass

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

Approved - 4 - Mayor David Alfin, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

Denied - 1 - Vice Mayor Eddie Branquinho

City Attorney Borkert read the title into the record.

Mayor Alfin presented on this item.

Comments on #1- Mayor Alfin requested Council's comments on #1.

VM Branquinho is not in favor of an increase in salary.

CM Klufas-thanked everyone for being here. Suggested phasing in the increases.

CM Danko-knocked on thousands of doors when he ran for office. I am fortunate enough to be retired. There are two seats open and we only have 3 candidates running for these seats. Supports this Ordinance.

CM Fanelli-one reason I believe I was selected is I bring a unique perspective. I knew this would be coming up on the agenda and one of the first big issues I would have to weigh in on. I knew it would be big but I also think it is a lot bigger than I thought. Has to take vacation leave from the School Board to represent the citizens of Palm Coast to be here at a 9am meeting. Sees a disproportionality but wants to hear what the residents have to say and Council before he makes his decision.

VM Branquinho-since inception, all Councils prior and this Council have worked for minimal wage. We have 0% municipal debt, we have best water, best town to retire. We were all happy to do it.

VM Branquinho-this raise will not raise taxes but it comes from our taxes; we will find that money even if we have organizational cuts; this is not a business career for me-I fill this job as a duty; I do not want to be a politician; I personally feel I do not deserve this raise. I do not think this size of a raise is warranted. Ballot or discuss a raise. With all due respect I do not agree with this raise.

CM Klufas-decisions on cataclysmic. We are stable. Must have stability as a Council.

CM Danko-I am the only one up here that voted against an increase in taxes; I will push for a rollback rate.

CM Fanelli-when you come up and share your comments, share what it is about the position do you feel warrants no increase.

CM Klufas-we have term limits in Palm Coast. County commission does not. With term limits it forces the turnover of the elected body.

Public Comment:

Vince Ligori-that is the most disgusting speech I have ever heard. Some reasonable level-in what universe is 365% reasonable. Quit, resign. Opposes the increase. Let it go to the ballot.

Robert MacDonald-what is the difference-an Ordinance to give Council a raise but yet we have a Resolution to elect the City Manager. Congratulates the new Councilman. I do not think he should be able to vote on the Ordinance or Resolution.

Mike Martin-quoting a President "Ask what not what your Country can do for you but what you can do for your Country." Opposes this increase. Phase step is ok but looking to take your power away from you. You work for us. Challenge you to change the language that it will not affect you, if you are truly looking for new better blood.

Alan Peterson-fully supports an increase. If you received an inflationary raise, it would be around 30% more than what you earn. Increase it by a 1/3. \$12K to Council and \$15K to the Mayor. The statement that it will not raise taxes is ludicrous. Taxes would be increased with any type of raise. Service to the public is the type of individual you want.

Cornelia Downing-Manfre-welcomed Council Member Fanelli. Asked all to be respectful in your agreements and disagreements. Believes the City Council should be paid as a constitutional officer. If it does not raise taxes, what can we trim for the justification of the raises. Would like the public to support this.

Mike Libarger- I have served on public committees. As Council president I easily spent at least 20-35 hours per week. We did our job at \$0 unless we got paid out of pocket expenses. We were not paid at all. It was our give back to the community we love. If any Council feels overworked, resign.

Janet Castaneda-protesting this increase. I say no to the pay increases without a vote of the people. You do not need to increase the salaries to attract qualified candidates. The proof was in the 8 applicants willing to serve. Residents want a civic minded Council-those that believe in service.

Donna Walsh-wanted to apologize that I miscommunicated that you were stealing. When I was voting I heard the Mayor was heavy in real estate. I care for the trees. I believe in a raise, I believe in dreams and visions; I believe in trimming; we need to continue to cleanse Palm Coast. Every dollar has an assignment.

Sims Jones-I have been approached by many people, what do you think about this raise? I tell them, if they are doing a good job then they deserve it. The people do not think City Council is not doing a good job. I hear what about 'the people,' we hired them to do a better job. We only hear what their agendas are. I listen to the people complain. I said I would come and speak for the people. I am for a raise but the people do not want you to have a raise. Maybe at a later time. They do not trust their government.

Steve Carr-my whole career, my merit was based on the job I did. I did not get to pick and choose the tasks I completed. Has come for 12 years complaining about traffic. It has been ignored for 12 years.

James Vincent-the raise should have been done over the years; it should have been kept up with.

Chantel-I say no to the increase. Health benefit package-maybe you need it. When I was working I never chose my increase. Opposes the increase.

Susan-welcomed CM Fanelli. What do you feel like you have done to feel you deserve the raise? Councilman Danko blocked me on social media.

Gerry-I will be brief, think of all the people that served this City pro-bono. Love the City. Put that first. Proposed increase most agree but the next proposal you may not.

Leslie Johnson-thanked Council for the opportunity to speak. You all called yourself stupid. Do you represent yourselves or the residents? You are not stupid. You should be compensated; will you quit your day time jobs and take this on as fulltime employment? I do not have a problem with that. A response from you when the residents ask would be good.

Lisa Perkins-father was a Mayor in his late 70's. He had a lot of experience under his belt. He felt it was an honor to serve. Doesn't understand. It takes time and experience to serve. Regarding the raise, it is not the time. Fix issues that we have around the City instead.

Alan Lowe-I think you deserve a raise but not sure it should be the amount you are proposing. I am insulted because I am qualified. I think you should take that back. The position deserves the raise but the wording you used is insulting. Put it out to a vote. Suggested a smaller increase to the salaries as it is deserved.

William D-it took a topic as contentious as this to get me out of the house and see democracy in action. If you take a pulse, does it persuade you to change your vote. Will you listen to the will of the people. Not in favor of the proposed increase but perhaps a smaller increase.

Sheila A-not so much of a raise as it is a philosophy. Opposes.

Council continued their discussion following public comment.

VM Branquinho-I am retired. My pension cannot afford a 2% increase. I will not get that. To Ms. Johnson-I think we are confused-I am confused we are

confusing service and honor with employment. It should be an honor to be here to do the job for the people, by the people. I love Palm Coast. If I move from Palm Coast, I want to move to Palm Coast. Being here at the dais is the easiest part.

CM Klufas-thank you for all the comments. The diversity was appreciated. The function of our Council is diversity. Being in this seat has educated me in how important it is to have diversity on the Council. To set up the future Council's and Palm Coast.

CM Danko-thank you Nick, I agree.

CM Fanelli-clarifying-I am done in November. This raise will not impact me in any way. I am not voting for myself for a raise. I understand this is a hard thing to do. To vote oneself a raise. That is how our system of government works here locally. I have listened with an open mind and an open heart. A lot of you feel additional compensation is warranted to manage that 250 million dollar budget and make good decisions.

Mayor Alfin provided closing comments on this issue. First thanked the community for coming out this evening. Complimented each of his fellow Council members that you have come together to collaborate for the good of our community. Spoke with original Mayor of Palm Coast and he commented on how his Council did not get along. Palm Coast has been voted the #1 retirement community.

VM Branquinho-motion to get a 30% raise to \$12K for Council and \$15K for Mayor. Second by CM Klufas for discussion. We should not push this down the road to the next Council. It will be continuously a problem.

CM Klufas withdrew motion after Council held a discussion. Motion died for a lack of a second.

H. RESOLUTIONS

5. RESOLUTION 2022-XX APPROVING THE NEWLY APPOINTED CITY MANAGER'S CONTRACT

R20220054

Pass

Motion made to approve by Council Member Danko and seconded by Vice Mayor Branquinho

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

City Attorney Borkert read the title into the record.

Mayor Alfin provided a brief overview to this item.

Public Comment

Robert MacDonald-when do we pass an Ordinance on first read? Attorney Borkert clarified there is a second read of the Ordinance. CM salary increase will be what? Mayor Alfin stated her contract is set at \$175K. I think she deserves it.

6. RESOLUTION 2022-XX AUTHORIZING A BANK LOAN WITH SOUTHSTATE BANK FOR THE PURPOSE OF FINANCING STORMWATER IMPROVEMENTS

R20220049

Pass

Motion made to approve by Vice Mayor Branquinho and seconded by Council Member Danko

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

City Attorney Borkert read the title into the record.

Ms. Helena Alves, Finance Director, Mr. Mark Galvin, Financial Consultant from Hilltop Securities and Mr. Carmelo Morales, Project Manager presented to Council on this item.

Council held a discussion on this item confirming with the City Attorney that their office reviewed all of these documents. Attorney Borkert confirmed the firm has reviewed all the documents.

Mayor Alfin-our theme at the City-Buy local Be Local-we are please SouthState Bank has been chosen. Congratulations to the Finance Department for obtaining these conservative transactions.

Public Comment

There were none.

I. CONSENT

7. RESOLUTION 2022-XX APPROVING A CONSTRUCTION CONTRACT WITH RJ SULLIVAN CORPORATION; A WORK ORDER WITH CPH, INC., FOR ENGINEERING SERVICES AND AN INCREASE OF SRF LOAN AMOUNT FOR THE WASTEWATER TREATMENT FACILITY 2 EXPANSION PROJECT

R20220053

Pass

Motion made to be adopted on consent by CM Klufas and seconded by VM Branquinho

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

- 8. RESOLUTION 2022-XX APPROVING A CONTRACT WITH TB LANDMARK CONSTRUCTION, INC., FOR CONSTRUCTION OF THE L-SECTION PEP MAIN IMPROVEMENTS**

R20220052

Pass

Motion made to be adopted on consent by CM Klufas and seconded by VM Branquinho

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

- 9. RESOLUTION 2022-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC., FOR CONSTRUCTION OF THE RELOCATION OF CHEMICAL INJECTION AT WATER TREATMENT PLANT 2**

R20220050

Pass

Motion made to be adopted on consent by CM Klufas and seconded by VM Branquinho

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

- 10. RESOLUTION 2022-XXX APPROVING THE EXTENSION OF THE CONTRACT WITH MEDIQUICK WALK-IN EMPLOYEE CLINIC**

R20220051

Pass

Motion made to be adopted on consent by CM Klufas and seconded by VM Branquinho

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

- 11. RESOLUTION 2022-XX APPROVING THE PURCHASE OF TWO (2) FIRST PRODUCTS VC 60 3 POINT HITCH VERTICUTTERS/CARBIDE TIP BLADES**

R20220048

Pass

Motion made to be adopted on consent by CM Klufas and seconded by VM Branquinho

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

J. PUBLIC PARTICIPATION

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

Alan Peterson-trash collection out for bid again. When I was on Council we proposed once per week and we did a test with the big containers in the B section for about a month. It was well accepted by those residents who were part of the test but the issues were that the containers were very big and did not fit in their garages. Also because it was bigger it was hard to maneuver. We did test in February when school is in. If you could arrange a test it may be desirable by the residents. Also, found it did not save much money. It was not worth the potential aggravation. Charter section where the public was to vote on it. I do think the charter should give you flexibility. Something should go back in the charter regarding a major shift in Council's compensation.

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

CM Danko-thanked FCSO, Code and Animal Control and the vets in their responses to the dog incident that occurred where the dog was shot due to tearing up a teddy bear or something like that.

CM Fanelli-Jericho Taylor-amazing and glad we were able to recognize him. I was able to attend the Small Business Expo last weekend. So many things to be thankful for in our community. I attend the Blue Knights ride and proud to be there and bring his children and see some of our real true super heroes in real life. Lastly, thanked all of our City staff that opened up our Customer Service Center during the inclement weather.

VM Branquinho-thanked everyone who spoke tonight. Thanked two of the candidate who spoke on the Council salary item. State of the City is being run in partnership with the City. Ms. Bevan requested clarification on "partnership" VM Branquinho-clarified.

The President of the Chamber would like to meet with me and a few members of the Chamber with no bullying. I will not attend the State of the City due to the partnership with the Chamber.

Mayor Alfin clarified there is no partnership for the "State of the City". There is an event after the "State of the City" that is open to the public. The State of the City is free.

CM Klufas-great job to the Palm Harbor Golf Team for the greens looking so good. Thanked Ms. Bevan for her quick response on the Seminole Woods issue.

Mayor Alfin-attended an event where we memorialized one founding member of Palm Coast-John Moden. His memory was memorialized with a live oak being planted at Waterfront Park. Very fitting that for a man that built this City from the ground up. RIP John Moden and his family and thanked him for his service.

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

Nothing at this time.

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

In spirit of recognizing our excellence in our City. Each department is outlining the succession planning. Great pride announcing the promotion of Chief of Staff Lauren Johnston to Assistant City Manager. Congratulations to Lauren Johnston, Assistant City Manager.

Ms. Johnston thanked Ms. Bevan and that she is honored and happy to carry the torch with Ms. Bevan.

N. ADJOURNMENT

The meeting was adjourned at 9:55 PM

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

12. WORKSHEET



**City of Palm Coast
Minutes
COUNCIL WORKSHOP
AMENDED**

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

**Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Ed Danko
Council Member John Fanelli III
Council Member Nick Klufas**

Tuesday, April 12, 2022

9:00 AM

COMMUNITY WING

City Staff

**Denise Bevan, City Manager
Neysa Borkert, City Attorney
Virginia A. Smith, City Clerk**

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A CALL TO ORDER

Mayor Alfin called the meeting to order at 9 A.M.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

Deputy City Clerk Kaley Cook called the roll. All members were present.

D 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.
- (2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
- (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.

Mayor Alfin provided the rules and procedures for Public Comment.

Dan Bryant, Safety Committee for Cimmaron, shared about a good discussion with Carl Cote and received an update. Mr. Bryant provided latest traffic statistics, which show an increase from November and shared a concern about large trucks. Mr. Bryant stated that he appreciates the work that is going on and looking forward to hearing more.

Robert MacDonald spoke about security in the Community Wing and shared that he thought the security was supposed to be temporary and that the metal detector should be for everybody, not just for the Public. Mr. MacDonald also spoke about a door in the Council Chambers that says for emergency use. Mr. MacDonald requested to know why that door was used and why the city employees don't have to use the metal detector.

Mayor Alfin asked City Manager Bevan to provide information to City Council regarding safety.

Vice Mayor Branquinho shared comments regarding employee access points that do not have security guards.

E PRESENTATIONS

Mayor Alfin explained the purpose of Council Workshops.

1 PRESENTATION - ANNUAL INVESTMENT REPORT PFM ASSET MANAGEMENT

Helena Alves, Finance Director provided a brief background of the item. Scott Stitcher, representative of PFM Asset Management, presented the annual investment report to Council.

Council discussion included inflation, investment strategies, tolerance for risk, and investment categories.

2 PRESENTATION - UPDATES TO THE SPLASH PAD AT HOLLAND PARK

Assistant City Manager Lauren Johnston presented on the item. Trevor Arnold, of Gray Robinson, provided potential paths forward.

Council discussion included possibility of finding experts to assist with the process, possibilities of new amenities, compliments to City Staff for their efforts, material shortage, funding to fix the splash pad, potential alternatives to a water based park with cost estimates, predicted deficiencies, and interim options for use.

Mayor Alfin asked staff to return with information for Council consideration.

3 PRESENTATION - BELLE TERRE PARK

James Hirst, Outdoor Recreation Manager, presented to Council on the item. Sam Elsheikh, of OLC Designs, presented the analysis and recommendations to Council.

Council discussion included number of residents using the pool, safety concerns, cost to replace and repair, Council visit to the facility, explanation of fire code concerns, request for a usage report, and suggestion to bring various members along on Council visit to the facility.

4 PRESENTATION - SAFETY UPDATES

Lauren Johnston, Assistant City manager, presented to Council on this item.

Council discussion included protection shields at City facilities and at the dais, direction to staff to hold this discussion until after the May 10, 2022 Council Workshop.

F PUBLIC PARTICIPATION

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

Greg Blose, Palm Coast-Flagler Regional Chamber of Commerce, commented on the splash pad. Thanked the City of Palm Coast for their assistance with the small business expo a few weeks ago.

Antonio Amaral Jr. asked Council to conduct an audit of City processes and procedures. Mr. Amaral stated that the building department is in violation, Stormwater had money misappropriated from them, and the Utility Department overcharges for water and sewer connection fees. None of these issues have been brought up in the annual audits. Mr. Amaral asked for a system of procedure audit.

G DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Mayor Alfin spoke about a meeting with local veterans at Heroes Memorial Park. There is a need to keep the park a quiet haven to honor and recognize our service men and women, along with first responders. The Veteran's Affairs Counsel will provide a proposal to Council regarding necessary improvements. Additionally, Mayor Alfin opened discussion regarding the proposed Council Compensation Ordinance. Mayor Alfin shared five points of support for the

proposed Council Compensation Ordinance and encouraged Council discussion on what feels appropriate for Council Compensation increase.

Vice Mayor Branquinho thanked Mayor Alfin for efforts with the Heroes Memorial Park. Vice Mayor Branquinho shared comments regarding Council compensation and scheduling. Listen to the people. Offensive comment that more pay means someone will do a better job. Bring to the ballot for this amount. We weren't going to give staff a 3% but now we are looking at giving Council a 365% increase. We can do this much better by doing a \$12,000-\$15,000 increase.

Mayor Alfin suggested reducing the compensation increase amount based on comments he has received from the public.

Council Member Klufas congratulated Riley Opelka on his successes, complimented the Eggstravaganza event, and commented on Council Compensation. Council Member Klufas spoke about the unique situation that legislators have in giving themselves a raise. Council Member Klufas suggested a phased raise and/or lower the raise to something equivalent to the school board. Prudently look for the best foot forward.

Council Member Danko shared that he has received comments in support and rejection. I think we did the right thing for the future.

Council Member Fanelli shared that he has received comments supporting the increase. Appreciates that the Mayor brought forth this conversation. Amenable to looking at the appropriate compensation and how to roll it out. Discussion in the community is focused on people rather than the requirements of the position. Council Member Fanelli shared his personal experience and time dedicated to Council and shared that this is not a volunteer position, it is well beyond that. Mayor Alfin reiterated that the goal is to find a solution that all Council Members are in favor of. Council understands, and is aware, of the job function of job requirements. Discussion will continue at the next business meeting.

City Attorney Neysa Borkert provided information about first and second reading of the Ordinance and provided the process for amending the Ordinance.

Vice Mayor Branquinho informed Council about a petition to the Ordinance and asked Council if they concur to hold the second read of the Ordinance until the petition is complete.

City Attorney Borkert provided a timeline of the process to Council.

Vice Mayor Branquinho shared congratulations to Riley Opelka and complimented the Eggstravaganza event. Vice Mayor Branquinho asked about Council policy and procedure regarding cell phones and pagers being off and suggested directing people to keep their phones on silent.

Council Member Fanelli shared compliments to the Eggstravaganza Event. Additionally, Council Member Fanelli would like to take Mr. Amaral up on the meeting to discuss his public comments. Council Member Fanelli also shared about an event at the Flagler Auditorium on April 26 at 5 p.m.

There were none.

I DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

City Manager Denise Bevan shared that City offices will be closed on April 15, 2022 in observance of Good Friday.

Vice Mayor Branquinho asked public speaker Antonio Amaral Jr. if he is suggesting an external or internal audit and asked Mr. Amaral to meet for further discussion.

J ADJOURNMENT

The meeting was adjourned at 11:32 a.m.

Respectfully submitted by: Kaley Cook, Deputy City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: April 19, 2022

Department CITY ADMINISTRATION	Amount
Division	Account
	#
Subject PROCLAMATION – COMMUNITY VOLUNTEER MONTH	
Presenter: Mayor and City Council	
<p>Background: The Palm Coast City Council will present a proclamation to the volunteers of the City of Palm Coast Boards and Committees as well as the Volunteer Firefighters for Palm Coast. April is both Florida Volunteer Month and National Volunteer Week (from April 17-23). The City of Palm Coast has over 70 volunteers who deserve special recognition for their contributions to the City. These volunteers assist our firefighters and fire police and serve as members of our Code Enforcement Board, Planning and Land Development Review Board, Volunteer Fire Fighter Pension Board, and the Beautification and Environment Advisory Committee.</p>	
<p>Recommended Action : PROCLAMATION- COMMUNITY VOLUNTEER MONTH</p>	



PROCLAMATION

WHEREAS, April is both Florida Volunteer Month and National Volunteer Week (from April 17-23), established as the official time in our State to recognize and celebrate the efforts of volunteers at the local, state, and national levels; and

WHEREAS, volunteering enhances the lives of those who give so generously of themselves while increasing their self-esteem and physical well-being, gaining opportunities to learn new skills and abilities and acquiring chances to meet new friends and associates; and

WHEREAS, the very essence of the quality of life we enjoy in Palm Coast is immersed in our community's enthusiasm for volunteerism, as it has become the path that has led us to grow and develop together; and

WHEREAS, our City of Palm Coast government is blessed with an abundance of devoted, compassionate volunteers who assist in various departments, including support for our courageous fire fighters and fire police and service as members of our Volunteer Firefighters Pension Board, Code Enforcement Board, Planning and Land Development Review Board and the Beautification and Environment Advisory Committee; and

WHEREAS, City of Palm Coast residents of all ages are discovering the joys of volunteering, whether they are Flagler Palm Coast or Matanzas High School teens searching for community service, newcomer baby boomers wanting to explore future retirement options or our venerable seniors looking to stay young by spending their time helping friends and neighbors; and

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and Palm Coast City Council do hereby recognize the month of April as

“COMMUNITY Volunteer month”

and encourage residents to acknowledge the positive impact our City volunteers achieve in our community as they dedicate themselves tirelessly and selflessly to make Palm Coast a loving place in which to live, work and play.

Signed this 19th day of April, 2022.

CITY OF PALM COAST, FLORIDA

Witnessed by:

David Alfin, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department CITY ADMINISTRATION	Amount
Division	Account
	#
Subject PROCLAMATION - NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK	
Presenter : Mayor and City Council	
Background : The Flagler County Sheriff's Office has requested the City proclaim the week of April 10, 2022 through April 16, 2022 as National Public Safety Telecommunicators Week.	
Recommended Action : PROCLAIM APRIL 10, 2022 THROUGH APRIL 16, 2022 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK	



PROCLAMATION

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

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

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

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

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

WHEREAS, Public Safety Telecommunicators of the Flagler County Sheriff's Office have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, Each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, April 10-April 16, 2022, as

"NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"

in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this 19th day of April 2022.

CITY OF PALM COAST, FLORIDA

Witnessed by:

David Alfin, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department CITY ADMINISTRATION Division	Amount Account #
Subject PROCLAMATION - APRIL AS SEXUAL ASSAULT AWARENESS MONTH	
Presenter : Mayor and City Council	
Background : The Flagler County Advocate Alliance and Flagler Sexual Assault Response Team (comprised of Victim Advocates and Representatives from Bunnell Police Department, Family Life Center, Flagler Beach Police Department, Flagler County Sheriff's Office and the Office of the State Attorney, Seventh Judicial Circuit, Flagler Fire Rescue, AdventHealth Palm Coast, and many more) is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors The Family Life Center has requested the City proclaim April as Sexual Assault Awareness month.	
Recommended Action : PROCLAIM APRIL AS SEXUAL ASSAULT AWARENESS MONTH	



PROCLAMATION

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

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

WHEREAS, during 2021, Family Life Center, as the certified Rape Crisis Center in Flagler County, provided 500 hours of peer-crisis counseling for survivors, 1,608 supportive services and answered 67 sexual assault crisis hotline calls for survivors of sexual assault and their families living in Flagler County; and

WHEREAS, the “Building Safe Online Spaces Together” public awareness campaign (a program of National Sexual Violence Resource Center) is designed to continue the conversation about building online communities centered on respect, inclusion, and safety and the ways we can work together to end sexual harassment, assault, and abuse online and offline; and

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

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

NOW, THEREFORE, BE IT PROCLAIMED, THE PALM COAST MAYOR AND CITY COUNCIL RECOGNIZE APRIL 2022 AS

SEXUAL ASSAULT AWARENESS MONTH IN PALM COAST

Signed, this 19th day of April, 2022.

Witnessed by:

City of Palm Coast,

Virginia A. Smith, City Clerk

David Alfin, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department CITY ADMINISTRATION Division	Amount Account #
Subject PROCLAMATION - NATIONAL CRIME VICTIMS' RIGHTS WEEK	
Presenter : Mayor and City Council	
Background : Flagler County Advocates Alliance (comprised of Flagler County Sheriff's Office Victim's Advocates, Flagler Beach Police Department Victim Advocate, State Attorney's Victim Advocate Seventh Judicial Circuit Flagler, and Family Life Center) and the Victim's Service Coalition of the 7th Judicial Circuit are working together to support and protect the rights of victims of crime. The Family Life Center has requested the City proclaim April 24, 2022 through April 30, 2022 as National Crime Victims' Rights week.	
Recommended Action : PROCLAIM APRIL AS NATIONAL CRIME VICTIM'S RIGHTS WEEK	



PROCLAMATION

WHEREAS, the victims' rights movement has resulted in the passage of laws at the local, state, and federal levels that established essential rights for victims;

WHEREAS, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims; and

WHEREAS, incorporating communities existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime. With the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger, and hope without fear of judgment, and will feel understood, heard, and respected; and

WHEREAS, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime – especially those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate, and trauma-informed services are offered to all victims of crime; and

WHEREAS, the City of Palm Coast is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

WHEREAS, Flagler County Advocates Alliance (comprised of Flagler County Sheriff's Office Victim's Advocates, Flagler Beach Police Department Victim Advocate, State Attorney's Victim Advocate Seventh Judicial Circuit Flagler, and Family Life Center) and the Victim's Service Coalition of the 7th Judicial Circuit are working together to support and protect the rights of victims of crime.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, April 24, 2022 through April 30, 2022 be recognized as

"CRIME VICTIM'S RIGHTS WEEK"

Signed, this 19th day of April, 2022.

Witnessed by:

City of Palm Coast,

Virginia A. Smith, City Clerk

David Alfin, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department CITY ADMINISTRATION Division	Amount Account #
Subject PRESENTATION - VOLUNTEER FIRE FIGHTER SERVICE AWARDS	
Presenter : Timothy Wilsey, Volunteer Fire Fighter Battalion Chief	
Background : This item is to recognize three (3) Volunteer Fire Fighters with 30 years of service.	
Recommended Action : FOR PRESENTATION ONLY	

City of Palm Coast, Florida Agenda Item

Agenda Date: April 19, 2022

Department	COMMUNICATIONS & MARKETING	Amount
Division		Account #
Subject	PRESENTATION - EMPLOYEE RECOGNITION	
Presenter: Brittany Kershaw, Communications & Marketing Director		
Background: A presentation for City Council highlighting employee recognitions.		
Recommended Action : FOR PRESENTATION PURPOSES ONLY		

City of Palm Coast, Florida Agenda Item

Agenda Date: April 19, 2022

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	\$112,193.00
Division	STORMWATER	Account	# 54205509-031000
Subject	RESOLUTION 2022-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER, INC. TO PROVIDE ENGINEERING SERVICES FOR FINAL WATER QUALITY MONITORING PROGRAM IMPLEMENTATION		
Presenter : Carmelo Morales, Stormwater Design & Construction Engineer			
Background :			
COUNCIL PRIORITY:			
This item is for Standard Operations.			
<p>On August 18, 2020, Council approved a work order with England-Thims & Miller to develop a Citywide water quality monitoring strategy that would direct a long-term vision for a future monitoring program and be a prioritization tool for identification of watersheds of the highest priority. The development of a monitoring plan was intended to be an extension of the water quality monitoring strategy and provide specific guidance for the City regarding monitoring locations and approaches. The development of the Plan included a desktop survey to select potential monitoring locations within the four highest priority watersheds and a field investigation of those locations to finalize the site selection and appropriate data collection approaches for the four sites.</p>			
<p>A pilot water quality monitoring station was installed in the Lehigh Canal watershed, which was one of the four priority watersheds identified in the water quality monitoring strategy. The project included a retrofit of the City's R-1 station to a new Campbell Scientific data collection platform, the installation of real-time water quality sensors, a secondary stage measurement sensor and rainfall gage, and the development of dashboards to visualize data and control the R-1 actuator. Based on the results of this initial pilot project, the City would like to continue data collection at the R-1 station and install a new water quality station in another of the priority watersheds, the Matanzas River watershed.</p>			
<p>Under the existing contract (RFSQ-CD-19-70), staff negotiated a scope and fee not-to-exceed \$112,193.00 with England-Thims & Miller. City staff has determined that the cost of services are reasonable and fair and are consistent with these types of services for a project of this size and scope.</p>			
<p>Funds for this project have been budgeted for out of FY 2022 Stormwater Engineering account.</p>			

SOURCE OF FUNDS WORKSHEET FY 2022

SW Engineering- Professional Services 54205509-031000	\$ 175,000.00
Total Expended/Encumbered to Date.....	53,769.40
Pending Work Orders/Contracts.....	0
Current (WO/Contract).....	\$ 112,193.00
Balance	\$ 9,037.60

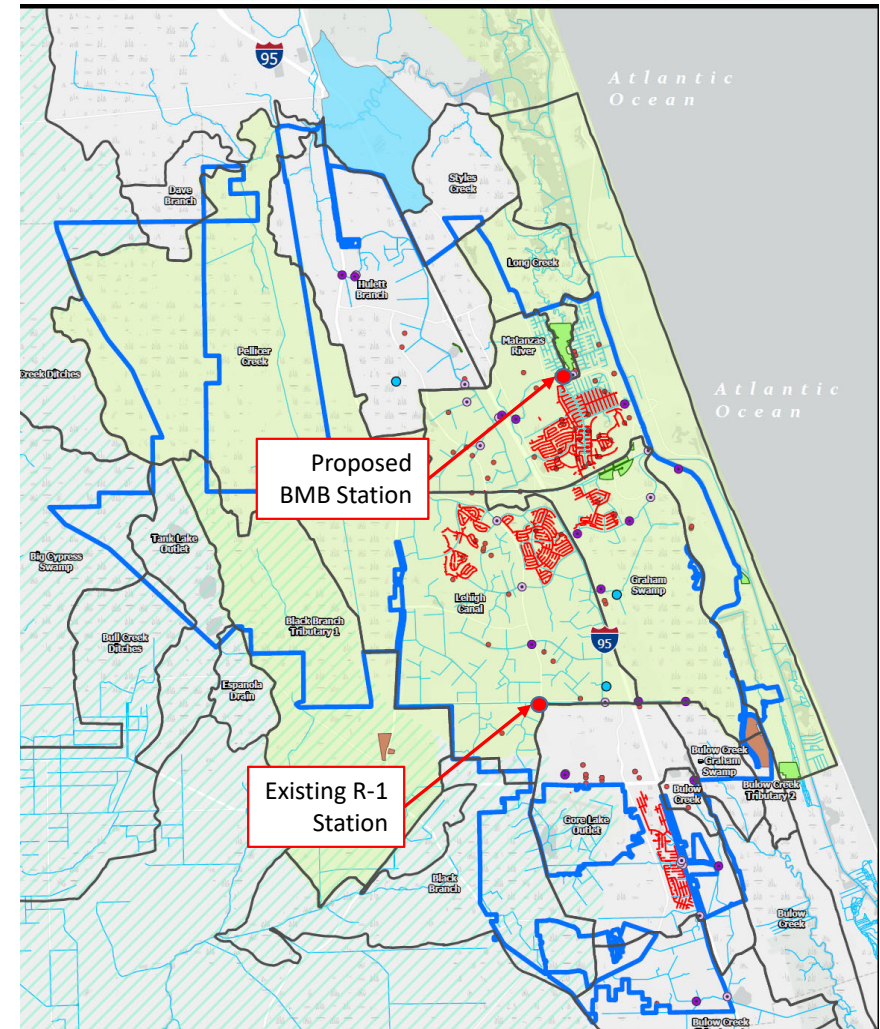
Recommended Action :

ADOPT RESOLUTION 2022-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER, INC. TO PROVIDE ENGINEERING SERVICES FOR FINAL WATER QUALITY MONITORING PROGRAM IMPLEMENTATION

WATER QUALITY Monitoring Program Implementation

- **Sampling**
 - **Why Sample?**
 - This data will enhance the City's ability to assess these watersheds and characterize potential sources of pollutants that could impact downstream FDEP impairments.
 - Get an early start to compliance with the Phase 1 MS4 permit (FDEP) requirements.
 - **What's being sampled for?:**
 - **Manual Grab Samples**
 - Total Phosphorus (TP), Total Nitrogen (TN), Total Suspended Solids (TSS), Iron, and Chlorophyll
 - **Sonde Sensor**
 - pH, Dissolved Oxygen, Turbidity, Specific Conductivity, Temperature

City of Palm Coast – Water Quality Monitoring Watershed Prioritization



RESOLUTION 2022-_____
WATER QUALITY MONITORING PROGRAM

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER ISSUED TO ENGLAND-THIMS & MILLER, INC., FOR ENGINEERING SERVICES FOR THE FINAL IMPLEMENTATION OF THE WATER QUALITY MONITORING PROGRAM; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, England-Thims & Miller, Inc., is engaged in a continuing services agreement to provide engineering services for the final implementation of the water quality monitoring program; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said contract to England-Thims & Miller, Inc., for the above-referenced engineering services.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to England-Thimes & Miller, Inc. for the final implementation of the water quality monitoring program, 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 work order 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, is 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 19th day of April 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

ATTACHMENT: EXHIBIT “A” – WORK ORDER WITH ENGLAND-THIMS & MILLER, INC

CITY OF PALM COAST – SCOPE OF SERVICES - FINAL MONITORING PROGRAM IMPLEMENTATION

Introduction

The City hired the team of ETM and Woolpert (ETM/Woolpert) to develop a City-wide water quality monitoring strategy (Strategy) that would direct a long-term vision for a future monitoring program and be a prioritization tool for identification of watersheds of the highest priority. Following acceptance of the Strategy by the City, ETM/Woolpert began the development of a monitoring plan (Plan) that was intended to be an extension of the Strategy and provide specific guidance for the City regarding monitoring locations and approaches (e.g. instrumentation). The development of the Plan included a desktop survey to select potential monitoring locations within the four highest priority watersheds and a field investigation of those locations to finalize the site selection and appropriate data collection approaches for the four sites.

In collaboration with staff from Xylem-YSI, the ETM/Woolpert team recently installed a pilot water quality monitoring station in the Lehigh Canal watershed which was one of the four priority watersheds identified in the Strategy. The project included a retrofit of the City's R-1 station to a new Campbell Scientific data collection platform, the installation of real-time water quality sensors, a secondary stage measurement sensor and rainfall gage, and the development of dashboards to visualize data and control the R-1 actuator. Based on the results of this initial pilot project, the City would like to continue data collection at the R-1 station and install a new water quality station in another of the priority watersheds, the Matanzas River watershed.

The following scope of work includes a variety of services including the following:

- Purchase of equipment and installation of a new water quality station on Big Mulberry Branch in the Matanzas River watershed. This will include upgrades and integration with the nearby Long Creek stage station.
- Data hosting and oversight of the data from both water quality stations and the Long Creek station on the previously developed website dashboards for 12 months
- Assistance and training for the City on operation/maintenance of the water quality stations at both station locations for 12 months
- Collection of wet weather grab samples and coordination with the laboratory for water quality analysis
- Development of a final technical report summarizing the results of the data collection.

The proposed scope of work below follows the recommendations outlined in Section 1.0 of the Plan. For this scope of services, the water quality stations herein will be referred to as R-1 and Big Mulberry Branch (BMB).

Task 1- Station Installation

This task includes various sub-tasks related to installation of a new water quality monitoring station (BMB) on Big Mulberry Branch in the Matanzas River watershed. The proposed BMB station will be located off Palm Harbor Parkway, just north of the Channel Side event venue where Big Mulberry Branch discharges into an existing brackish canal. The equipment will be located near the concrete weir behind Channel Side, directly across the canal from the Long Creek Nature Preserve.

Prior to installation, the City will be responsible for seeking permission to install and operate/maintain the station from any directly or indirectly affected landowners, but Woolpert will provide technical support (sample station photographs or sketches) as needed. The City should anticipate the possible need to include legal staff in the

development of a landowner agreement for the proposed monitoring station. Woolpert can provide sample landowner agreements if needed for use in these negotiations.

Upon receiving approval from the landowner, Woolpert will retain and work closely with Xylem-YSI's Integrated System and Services (YSI) group to purchase and install the needed monitoring equipment. The station will include an equipment enclosure, remote telemetry components including a Campbell Scientific CR1000x data logger and programmable 4G cellular modem (Campbell Scientific or Sierra Wireless), a solar panel/regulator, staff gage and Nile radar for measurement of stage, and associated wiring/cables. The station will also include an EXO2 YSI data sonde outfitted with water quality sensors for the measurement of turbidity, dissolved oxygen, pH/conductivity, and temperature. The station will also include a radio to receive data from the existing Long Creek station (herein referred to as LC) located on the dock, on the east side of the canal.

The current Mission DCP at LC on the dock will be replaced with a Campbell Scientific CR310 data logger and radio transmitter to send canal stage data, collected from the existing Pulsar sensor, and rainfall data collected using a newly installed Hydrological Services TB4 rainfall gauge, to the Big Mulberry Creek water quality monitoring station, BMB. YSI will install the rain gage on the existing LC monitoring station support structure.

Although subject to minor modification based on field conditions, the monitoring station at BMB will likely consist of a 4-inch perforated aluminum casing pipe mounted vertically or parallel with the stream bank side-slope on the upstream face of the concrete weir. The tethered data sonde will rest on a dowel within the casing pipe, with cables extending outward, connected to the data logger contained within the nearby enclosure. The enclosure and solar panel will be mounted to a 2-inch aluminum pole adjacent to the stream bank or on the backside of the weir. Upon completion of the installation and systems integration by ISS, a Woolpert staff member will inspect the station and provide a final punch list for completion.

Task 2 - Data Hosting/Visualization

Task 2.1 - Programming & Website Development

Woolpert will work with appropriate representatives of the City to setup a Verizon unlimited data plan for the new modem similar to the plan that was setup for the R-1 station in the Lehigh Canal watershed. After integration of the new field equipment by YSI at Big Mulberry Creek, Woolpert will program the field datalogger and cellular modem to collect and transmit the measured field parameters at the desired frequency. Woolpert will revise the previously developed Vista Data Vision (VDV) web interface (for R-1 data) to receive the additional data from BMB and LC for display through various forms of graphs and summary tables. Woolpert will also develop a map interface on VDV to spatially depict the location of the two water quality stations and the Long Creek canal station.

Woolpert will conduct a Teams virtual call to present a draft form of the VDV website with water quality and flood-related stage data to the City for review and comment. This task will also include the programming of alarm conditions for various parameters to initiate maintenance activities or to notify Woolpert and the City of potential illicit discharges or flooding conditions in real-time. Alarms may include text messages or e-mails to notify appropriate personnel. Woolpert will work with the City to identify conditions that are desired to initiate an alarm. Costs associated with this task will include a small monthly software data hosting fee from Vista Data Vision.

Task 2.2 - Data Hosting

Woolpert will host the transmitted data from the R-1 and BMB water quality stations (see Data Hosting Terms section of this document) and the LC stage/rainfall station for up to 12 months. Woolpert will review recorded field data and alarm conditions twice/week for quality control during the deployment period. In the event of significant

adverse conditions (i.e. suspected sanitary sewer overflow), Woolpert will immediately notify the City of these observations to facilitate potential illicit tracking; additional, less time sensitive maintenance/equipment observations will be cataloged in a Google Sheet for routine reference by the City. The data hosting effort will help identify any potential problems as they occur and reduce the potential for inaccurate reporting over significant periods of time.

Woolpert will also continue to maintain the previously developed Campbell Real-Time Monitoring and Control (RTMC) Pro dashboard for operation of the gate at station R-1. The RTMC Pro dashboard will allow the City to quickly assess the conditions (water level) of the Royal Palm Canal, the position of the actuator/gate, and control/adjust the position of the actuator/gate.

Task 3- Operation and Maintenance

The City has expressed a desire for technical support/training and to gradually take over responsibilities associated with operation and maintenance of the new sensors. As outlined in Section 1.1 of the Plan, Woolpert recommends assorted forms of routine maintenance and will provide the following services to assist the City:

Task 3.1 – Equipment Calibration

After installation of the new water quality station, Woolpert will conduct calibration of the Exo water quality sensors for both stations (R-1 and BMB) with a representative(s) of the City. Calibration solutions for the initial portion of this contract term will be purchased by Woolpert through YSI and provided to the City for the calibration. In addition, Woolpert will purchase a variety of labware for the City to assist with calibration of sondes. Woolpert will also develop a calibration sheet and standard operating procedures for use by the City to track routine calibration efforts and ensure the collection of reliable water quality data. Based on water quality data collected at R-1 during the pilot project (no notable sensor drift), Woolpert recommends calibration of the water quality sensors every 6-8 weeks. This task includes up to 40 hours of Woolpert labor to complete these tasks to prepare and provide up to 2 days of on-site assistance during the initial calibration and deployment of the sondes calibration process.

Task 3.2 – On-Call Technical Assistance

Woolpert does not anticipate frequent technical assistance needs from the City due to the reliability of the vendors and brands of equipment proposed for this project. In addition, Xylem-YSI provides free technical support and help videos for the use of their sondes/sensors. However, the Woolpert team has over a decade of experience with all of the station components in a wide range of municipal applications and could provide additional practical experience/guidance if needed. The City will likely experience a learning curve with the use of the field dataloggers and modems that will require technical support. This might include, but not be limited to, challenges with the cell service provider, firmware updates, or potential malware. Woolpert can also provide remote guidance regarding calibration verification of the rain gages. This task includes up to 24 hours of on-call technical assistance as needed over the term of this agreement.

Task 4 – Grab Sample Collection

As recommended in Section 1.2 of the Plan, Woolpert will collect manual grab samples at both R-1 and BMB to supplement the continuous sensor data. This data will considerably enhance the City's ability to assess these watersheds and to characterize potential sources of pollutants that may impact existing or potential future downstream FDEP impairments. Woolpert will coordinate with Advanced Environmental Laboratories (AEL) to obtain sample bottles, chain of custody forms, and coordinate sample delivery throughout the 12-month contract

term. Laboratory analysis will be requested for parameters that were previously identified in the Plan as priorities within the two monitored watersheds as follows:

- Total Phosphorus (TP), orthophosphorus
- Total Nitrogen (TN), total kjeldahl nitrogen, nitrate
- Total Suspended Solids (TSS)
- Iron, hardness
- Chlorophyll-a

Woolpert will collect up to 3 stormflow samples per storm (12 samples annually/station) during four storm events, at the R-1 and BMB water quality monitoring stations. Pending appropriate weather conditions, Woolpert will collect one Spring, two Summer, and one Fall storm event. Stormflow sampling will be attempted during low and high intensity rainfall events, to capture the variability in hydrologic and associated water quality conditions. With guidance from Woolpert, the City will collect two seasonal dry weather samples (8 annually/station) on separate days at both water quality stations for characterization of baseflow conditions and comparison to stormwater sample results. The City will have considerable flexibility to collect these quarterly dry weather samples as schedules allow.

The analytical results and subsequent analysis in Task 5 will characterize water quality throughout the year and provide a much more reliable depiction of local conditions. This will arm the City to address current and future MS4 permit requirements, evaluate the City's SWMP for appropriate BMPs, respond to citizen or agency concerns about general water quality conditions, and develop relationships between continuous and discrete data for more comprehensive annual watershed summaries.

All laboratory costs are included in the Reimbursable Expenses of this scope of work.

Task 5 – Data QC/Reporting

This task includes on-going evaluation of the continuous field data at both the R-1 and BMB water quality stations for quality control to identify any unusual or suspect pollutant concentrations. Woolpert staff will download data from VDV and use specialized Kisters Wiski software to perform detailed quality control of the dataset including stage, rainfall, turbidity, pH, conductivity, dissolved oxygen, and turbidity. This is critical to ensure a reliable long-term dataset for future spatial and temporal comparison. This includes minor corrections (where justifiable) or removing any questionable data. In the event of a significant volume of questionable data, Woolpert staff will contact field staff from the City for guidance regarding the quality of the data.

Upon developing the final dataset, Woolpert will conduct statistical analysis for all continuously recorded parameters and laboratory results. Data will be provided in appropriate tables and graphs to assist with future trend analysis and data interpretation at both water quality stations. This will include characterization of results during dry and wet conditions to improve the City's ability to characterize potential pollutant sources and possible BMP needs. Data will also be compared to FDEP regulatory standards where appropriate. Woolpert will also investigate preliminary relationships between continuous sonde parameters and laboratory data that would allow the City to continuously estimate concentrations of priority pollutants (i.e. TP, TN, TSS, Chlorophyll-a, iron).

The current deliverable for this overall task will include a variety of summary tables and graphs, but ETM/Woolpert recommend this information to be compiled into a brief summary report in the future as City budgets allow.

Task 6- Project Management

This task includes routine project management responsibilities including project setup, vendor management, client correspondence, and internal scheduling/team coordination.

Expenses

Expenses requiring reimbursement may include but are not limited to mileage (or work truck rental fees), monthly data hosting fees from VDV, AEL laboratory analysis costs, labware for sonde calibration, field monitoring and calibration equipment, rainfall gage calibration kit, Xylem material/labor expenses associated with the monitoring station installation, and typical travel expenses. Reimbursable expenses will be invoiced to the City with no additional mark-up from ETM/Woolpert.

Data Hosting Terms

Woolpert's data hosting responsibilities are intended to ensure that data is stored in such a manner as to permit access by the City, as well as interested and affected parties as designated by the City. Woolpert's data hosting responsibilities are:

- a) Install, maintain, and operate software to host data from each monitoring station. This responsibility shall include customary maintenance of the software and associated servers during normal business hours which are defined as 8:00 AM to 5:00 PM EST/EDT, Monday through Friday, and not including the following holidays- New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after , and Christmas Day.
- b) Program modems at each monitoring station to call the server at selected intervals with appropriate phone numbers and routing information.
- c) Provide timely responses to the partners on the access of the data, including changes and/or upgrades to the system.
- d) Each station will be setup on the web page for viewing purposes and various security levels will be setup to maintain data security
- e) Designate, by name or position a representative who shall act as the Woolpert Data Hosting Coordinator and designate also at least one back-up representative.

Data displayed on the web page will be raw field data and will not have any quality control routines or checks prior to posting. Each individual user of the real-time data will be responsible for any quality control processes before use. Woolpert cannot and does not warrant the accuracy of the real-time data and shall not be responsible for any use of such data.

Project Assumptions/Notes

- Due to the location of the station and the need for in-stream data, debris and potential damage during a high flow event will always be a risk. Woolpert will take precautions to minimize such risk including the installation of electronics as high as practical (yet still accessible). This scope of work does not include services associated with replacement of any components of the station if destroyed due to water, lightning, or debris.
- This scope does not include signage for the monitoring station or fencing for safety or to deter potential vandalism. The City may want to consider one or both of these features.

- The City will be responsible for the monthly payment of cellular service through their preferred cellular carrier for each of the station modems at R-1 and BMB. This small expenditure is not part of this proposed contract.
- The City will survey the new BMB station after installation to allow for Woolpert to provide stage information and other points of reference (e.g. top of bank) relative to a preferred vertical datum on the monitoring website.
- Although the proposed BMB station may be installed on the north side of Mulberry Creek, the City should coordinate with the Channel Side Event Center regarding station aesthetics and access through their property if still needed.
- This proposal includes fee to support laboratory costs for up to 20 total samples/site for a total of 40 samples (for the listed water quality parameters) at R-1 and BMB.
- This proposal does not include a technical summary report due to budgetary constraints. It is recommended that a report is considered in the future to compile monitoring data results and to document interpretation of the respective results.

Compensation

Woolpert and Xylem-YSI estimates the following fee for each of the requested services:

Task Number	Task	Fee
Task 1	Station Installation (oversight)	\$ 1,420
Task 2	Data Hosting/Visualization	\$ 10,704
Task 3	Operation and Maintenance	\$ 7,680
Task 4	Grab Sample Collection	\$ 8,420
Task 5	Data QC/Reporting	\$ 13,410
Task 6	Project Management (includes ETM/Woolpert)	\$ 13,000
	Expenses	\$ 1,235
	Sub-Total	\$ 54,600
Xylem-YSI	Equipment	\$ 32,436
	Installation Materials	\$ 5,200
	Labor	\$ 7,980
AEL	Laboratory Testing	\$ 11,000
	Sub-Total	\$ 57,593
	Total	\$112,193

Compensation for these services shall be billed hourly based on the labor classifications and hourly rate table below.

Hourly Rate Table

Labor Classification	Hourly Rate
Administrative Assistant	\$60
Billing Manager	\$80
Enviro Scientist I	\$85
Junior Professional/EIT	\$98
Enviro Scientist II	\$100
Task Manager	\$110
Prof Engineer I	\$120
Phase Manager	\$135
Prof Engineer II	\$140
Project Manager I	\$150
Technical Specialist	\$165
Project Manager II	\$170
Senior Programmer	\$180
Customization Specialist	\$210
Project Director	\$230

Table 1
CITY OF PALM COAST
Surface Water Quality Monitoring Program Implementation

CONSULTANT: England-Thims & Miller, Inc. CONTRACT NO.:																					
TASK	ACTIVITY	ETM														Expenses	TOTAL				
		Principal		Project Manager		Data Manager		GIS Manager		GIS Analyst		GIS Technician		Administrative Assistant			Hours BY ACTIVITY	COST BY ACTIVITY			
		\$245.00		\$180.00		\$157.00		\$160.00		\$133.00		\$121.00		\$84.00							
		MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST						
1	Station Installation	5	\$1,225.00	27	\$4,860.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	5.3	\$445.20	\$0.00	37	\$6,530.20	
2	Data Hosting/Visualization																				
2.1	Programming and Website Development																				
2.2	Data Hosting																				
3	Operation and Maintenance		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0	\$0.00	
3.1	Equipment Calibration																				
3.2	On-call Technical Assistance																				
4	Grab Sample Collection	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$0.00	\$0.00	0	\$0.00	
5	Data QC/Reporting	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$0.00	\$0.00	0	\$0.00	
6	Project Management	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$0.00	\$0.00	0	\$0.00	
	Xylem Equipment																				\$0.00
	Xylem Installation Materials																				\$0.00
	Xylem Labor																				\$0.00
	AEL Laboratory Testing																				\$0.00
	TOTAL NOT TO EXCEED FEE	5	\$1,225.00	27	\$4,860.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	5	\$445.20	\$0.00	37	\$6,530.20	

Final Fee Estimate and Hourly Rate Schedule											
City of Palm Coast - Monitoring Program Implementation			Date: 4/5/2022								
FEE ESTIMATE - MASTER											
CLIENT NAME ETM/City of Palm Coast											
TASK	SCOPE OF SERVICES DESCRIPTION	FEE ESTIMATE	Project Director	Project Manager II	Technical Specialist	Task Manager	EIT	Enviro Scientist II	Enviro Scientist I	Billing Manager	Admin Assistant
1	Station Installation		\$230	\$170	\$165	\$110	\$98	\$100	\$85	\$80	\$60
1.1	Support for site approval - sample pics/sketch/agreements	\$570.00	1	2							
1.2	Coordination with YSI on final quote/equipment	\$340.00		2							
1.3	Final inspection/punch list	\$510.00		1					4		
	SUB TOTAL TASK	\$1,420.00	1	5	0	0	0	0	4	0	0
2	Data Hosting/Visualization										
2.1	Programming & Website Development				4						
	Coordination with Verizon/City - modem setup	\$660.00			4						
	Datalogger programming and alarm notifications	\$856.00			4		2				
	Revise VDV pages to display new data/add map page	\$1,708.00	2		4		6				
	Virtual VDV demo/walk through	\$560.00	1		2						
2.2	Data Hosting										
	Bi-weekly website review	\$2,600.00						26			
	Google sheet notes/contact City for notable observations	\$4,320.00	2		4			32			
	SUB TOTAL TASK	\$10,704.00	5	0	18	0	8	58	0	0	0
3	Operation and Maintenance										
3.1	Equipment Calibration (40 hours)	\$4,680.00			16				24		
3.2	On-Call Technical Assistance (24 hours)	\$3,000.00			12				12		
	SUB TOTAL TASK	\$7,680.00	0	0	28	0	0	0	36	0	0
4	Grab Sample Collection										
4.1	Coordination with AEL	\$1,010.00	1	2		4					
4.2	Weather tracking	\$2,440.00		4		16					
4.3	Sample collection/transit to lab	\$3,610.00	2	3		24					
4.4	Advise City on baseflow sampling	\$1,360.00		8							
	SUB TOTAL TASK	\$8,420.00	3	17	0	44	0	0	0	0	0
5	Data QC/Reporting										
5.1	Data scrubbing/corrections - Wiski - BMB, R-1, and Long Creek	\$6,200.00						62			
5.2	Statistical analysis - continuous and grabs, develop graphs/tables	\$6,086.00	1	16			32				
5.3	Regression analysis	\$1,124.00		2			8				
5.4	Develop summary report	\$0.00									
	SUB TOTAL TASK	\$13,410.00	1	18	0	0	40	62	0	0	0
6	Project Management										
6.1	Project Setup/Invoicing	\$1,240.00		4						1	8
6.2	Team Coordination/Scheduling	\$1,976.00		8		2		2			
6.3	Sub-consultant Management	\$970.00	1	4							1
6.4	Client Correspondence/Virtual Mtgs	\$2,280.00	4	8							
	SUB TOTAL TASK	\$6,466.00	1	24	0	2	2	2	0	1	9
MANHOUR PROJECT TOTALS		\$48,100.00	11	64	46	46	50	122	40	1	9

SUB-CONTRACTOR	
Xylem-YSI	\$45,616.00
REIMBURSEMENT TOTALS	\$45,616.00

REIMBURSABLE EXPENSES	QUANTITY	UNIT COST	UNIT
Rental Car	3	\$75.00	/day
Hotel	2	\$150.00	/day
Meals	3	\$65.00	/day
AEL - Lab Costs - 3 samples/storm/site	4	\$1,650.00	storm
AEL - Lab Costs - 1 sample/event/site	8	\$550.00	baseflow
Mileage - sample collection/delivery to AEL	440	\$0.585	miles
REIMBURSEMENT TOTALS		\$11,977.40	
PROJECT TOTALS (Woolpert Only)		\$105,693.40	

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department	COMMUNITY DEVELOPMENT	Amount
Division	PLANNING	Account #
Subject	ORDINANCE 2022-XX AMENDMENTS TO THE COMPREHENSIVE PLAN BASED ON EVALUATION AND APPRAISAL PROCESS	
Presenter : Jose Papa, Sr. Planner		
<p>Background: THIS IS A LEGISLATIVE MATTER.</p> <p><u>UPDATE FROM THE FEBRUARY 1, 2022 BUSINESS MEETING</u> This item was heard by City Council at their February 1, 2022 Business Meeting. There were no changes suggested to this item. After 1st reading, the proposed amendments were sent to the Department of Economic Opportunity and other state agencies including the Dept. of Transportation, the Water Management District, the Regional Council, the Dept. of Environmental Protection). The agencies were provided 60 days to provide any objections, recommendations, or comments on the proposed amendments. The review agencies did not provide any recommendations for changes.</p> <p><u>ORIGINAL BACKGROUND FROM THE FEBRUARY 1, 2022 BUSINESS MEETING</u></p> <p>Florida Statutes requires each municipality to submit and have an approved Comprehensive Plan. As stated in Florida Statutes, “the comprehensive plan shall provide the principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development” ... of a community. A Comprehensive Plan contains the goals, objectives, and policies that describe how the local government’s programs, activities, and land development regulations will be initiated, modified, or continued to implement the comprehensive plan in a consistent manner. The plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations. Additionally, the Comprehensive Plan includes a map series which includes the Future Land Use Map (FLUM). The FLUM is a general depiction of the potential uses for a parcel of land in the City and provides the basis for the more detailed zoning map.</p> <p>The City of Palm Coast adopted its first Comprehensive Plan in 2004. In addition to site specific Future Land Use Map amendments, the City also adopted amendments as follows:</p> <ul style="list-style-type: none"> • 2010 - Major update of the Comprehensive Plan to move timeframe from 2020 to 2035, • 2015 – Evaluation and Appraisal Based Amendment, and • 2018 - Update of the Water Supply Plan (Infrastructure Element, and Capital Improvements Element). 		

Proposed Amendments based on Evaluation and Appraisal of the Comprehensive Plan

The proposed amendments are initiated based on the Evaluation and Appraisal of the Comprehensive Plan as outlined in Florida Statutes.

The Evaluation and Appraisal of the Comprehensive Plan Process (Chapter 163.3191)

1. Every seven years, the City must determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated. **The last Evaluation and Appraisal Update to the Comprehensive Plan was in 2015.**
2. Notify the state land planning agency by letter of this determination. **The DEO received the City's Evaluation and Appraisal letter on February 10, 2021.**
3. If the local government determines amendments to the comprehensive plan are necessary, the local government shall prepare and transmit the proposed amendments to the State Land Planning Agency within one year of such determination. **The City's amendments are due on February 10, 2022.**
4. Failure to submit proposed amendments within one year of notification may not amend its comprehensive plan until it complies with the requirements. **City staff proposes adoption of the Evaluation and Appraisal Amendments by April 2022.**
5. The evaluation and appraisal should address **changes in state requirements** since the last update of the comprehensive plan and **update the plan based on changes to local conditions.**

In order to meet the requirements of Chapter 163.3191, City staff reviewed the Comprehensive Plan to identify amendments required due to changes in state statutes since 2015 (the time of the last Evaluation and Appraisal Update), as well as necessary updates (changes to dates or references). These amendments are summarized below.

Amendments Due to Changes in State Statutes

No amendments necessary. In 2021, the Florida Legislature passed legislation requiring all Comprehensive Plans to include a Private Property Rights Element. The City adopted this element on September 2021. Other changes to Florida Statutes since 2016 do not require an amendment to the Comprehensive Plan.

Amendments to Update References (Housekeeping Items):

A review of the comprehensive plan revealed some outdated references to documents associated with capital improvements. As a result, staff proposes to update dates and references to documents and projects in the following elements of the Comprehensive Plan.

- Public Recreation and Open Space – the proposed amendment will update the inventory of Recreation facilities, and the list of short-range (5-years and less), mid-range (6-10 years), and long-range (10+ years) park projects based on the capital improvements plan as reviewed and adopted annually by City Council.
- Capital Improvements – the proposed amendment will update reference to the most

recently adopted School District Work Plan (FY 21/22). This most recent work plan includes proposed capacity improvements through addition of seats at Matanzas High School, the construction of a new Middle School, and planning for a new High School.

- Public School Facilities – update language to cite most recent School District Work Plan

At the January 19, 2022, Planning and Land Development Regulation Board meeting, these amendments were approved by a vote of 6 to 0. No comments were received from the Board nor the public.

Recommended Action :
ADOPT ORDINANCE 2022-XX AMENDMENTS TO THE COMPREHENSIVE PLAN BASED ON EVALUATION AND APPRAISAL PROCESS

ORDINANCE 2022-____
**UPDATE OF THE COMPREHENSIVE PLAN BASED ON THE EVALUATION
AND APPRAISAL PROCESS**

**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; AMENDING THE FOLLOWING
ELEMENTS: PUBLIC RECREATION AND OPEN SPACE,
CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITY;
TO UPDATE REFERENCES RELATED TO CAPITAL
IMPROVEMENTS TO REFLECT BEST AVAILABLE DATA AND
CHANGES IN LOCAL CONDITIONS; 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* which includes the City of Palm Coast Comprehensive Plan Map Series, which Plan and Map Series have been amended from time-to-time; 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 amending the future land use designation of property; and

WHEREAS, Section 163.3191 requires a local government to review and evaluate its Comprehensive Plan every seven (7) years to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan; and

WHEREAS, Section 163.3191 requires a local government to prepare and transmit within 1 year, plan amendment(s) for review if the local government determines amendments to its comprehensive plan are necessary to reflect changes in state requirements; and

WHEREAS, the City submitted an Evaluation and Appraisal Letter (EAL) to the State Land Planning Agency on January 26, 2021 stating the City intends to amend the Comprehensive Plan as required by Chapter 163.3191(2); and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB), acting as the Local Planning Agency, considered the proposed Comprehensive Plan Amendments at a public hearing on January 19, 2022; and

WHEREAS, the PLDRB acting as the Local Planning Agency has determined that the proposed text amendments are internally consistent with the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, on January 19, 2022, the PLDRB voted 6 to 0 to recommend to the City Council the transmittal and APPROVAL of the amendments; and

WHEREAS, the City Council of the City of Palm Coast has determined that amending the Comprehensive Plan is necessary and appropriate; and

WHEREAS, the City Council of the City of Palm Coast has determined that amending the Comprehensive Plan is internally consistent with the goals, objectives, and policies 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 interest 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 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 which are based on the staff report, the City Council agenda memorandum and all supporting data and analysis related to this amendment.

(b). The City Council of the City of Palm Coast hereby adopts and incorporates the exhibits into this Ordinance 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 *City of Palm Coast Comprehensive Plan*.

SECTION 2. AMENDMENT TO THE POLICIES OF THE FOLLOWING ELEMENTS OF THE COMPREHENSIVE PLAN: PUBLIC RECREATION AND OPEN SPACE, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES.

The associated Policies are amended as shown in Exhibit 1.

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.

It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to Section,” “Article,” or other appropriate word.

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 when the state land planning agency posts a “Notice of Intent” on its website. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission issues 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 1st day of February, 2022.

ADOPTED on second reading after due public notice and public hearing the 19th day of April 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Exhibit 1 – Evaluation and Appraisal Based Comprehensive Plan Amendments

Comprehensive Plan Amendments from the Evaluation and Appraisal Process

City Council - 2nd reading

Evaluation and Appraisal of the Comprehensive Plan (Chapter 163.3191)

Changes since First Reading of Amendments – February 1, 2022

- **Amendments sent to State Agencies for Objections, Recommendations, and Comments Report (60 days)**
- **No comments from any review agency**
- **No changes from 1st reading**

Evaluation and Appraisal of the Comprehensive Plan (Chapter 163.3191)

1. Every seven years, determine whether the comprehensive plan needs update to reflect changes in state requirements or changes in local conditions since the last evaluation.
 - **The last Evaluation and Appraisal Update to the Comprehensive Plan was in 2015.**
2. Notify the state land planning agency by letter of this determination.
 - **The DEO received the City's Evaluation and Appraisal letter on February 10, 2021.**

Process for the Evaluation and Appraisal of the Comprehensive Plan (Chapter 163.3191)

3. Local government shall prepare and transmit the proposed amendments to the State Land Planning Agency within one year of such determination.
 - **The City's amendments are due on February 10, 2022.**

4. Local government may not amend its comprehensive plan until it complies with the requirements.
 - **City staff proposes adoption of the Evaluation and Appraisal Amendments April 2022 (2nd reading).**

Process for the Evaluation and Appraisal of the Comprehensive Plan (Chapter 163.3191)

5. The evaluation and appraisal should address **changes in state requirements** since the last update of the comprehensive plan and **update the plan based on changes to local conditions.**

Review of the Comprehensive Plan (Chapter 163.3191) Proposed Amendments

Amendments Due to Changes in State Statutes

- In 2021, the Florida Legislature passed legislation requiring all Comprehensive Plans to include a Private Property Rights Element.
- Property Rights Element adopted on September 2021.
- Other changes to Florida Statutes since 2016 do not require an amendment to the Comprehensive Plan.

No amendments necessary.

Review of the Comprehensive Plan (Chapter 163.3191) Proposed Amendments

Amendments Based on Local Conditions

- Staff proposes to update references to documents associated with capital improvements.
 - Public Recreation and Open Space Element
 - update the inventory of Recreation facilities
 - Update list of short-range (5-years and less), mid-range (6-10 years), and long-range (10+ years) park projects based on the capital improvements plan as reviewed and adopted annually by City Council.

Review of the Comprehensive Plan (Chapter 163.3191) Proposed Amendments

Amendments Based on Local Conditions (cont'd.)

- Capital Improvements Element & Public School Facilities Element
 - update reference to the most recently adopted School District Work Plan (FY 21/22). Most recent work plan includes proposed capacity improvements for Matanzas High School, new Middle School, and planning for a new High School.

Review of the Comprehensive Plan (Chapter 163.3191) Proposed Amendments

Recommendation

- The PLDRB finds the proposed amendments internally consistent with the Comprehensive Plan and recommended approval – January 19, 2022
- City Council approved transmittal of the amendments to the State Land Planning Agency – February 1, 2022

Review of the Comprehensive Plan (Chapter 163.3191) Proposed Amendments

Next Steps

- City Council Adoption Public Hearing
- Full Update of the Comprehensive Plan
 - Update timeline from 2035 to 2045
 - Community input through neighborhood meetings
 - Update Data and Analysis
 - Development of new or amended Goals, Objectives, and Policies

**CHAPTER 4
PUBLIC RECREATION AND OPEN SPACE ELEMENT**

Amendment to Update of Inventory of Recreation and Parks Facilities

Table 4.1 Inventory of Existing and Future City of Palm Coast Parks and Recreational Facilities				
Facility Name	Acres	Type	Classification	Status
Belle Terre Park/Frieda Zamba Pool	10.09	Community	Active	Developed
Big Mulberry Creek	58.1	Environmentally Sensitive Land (ESL)	Resource	Undeveloped
Bird of Paradise Park	2.92	Neighborhood	Resource	Developed
Cobblestone Canoe Launch	1.52	Neighborhood	Resource	Undeveloped
Cypress Knoll/East Hampton	14.596.12	Neighborhood	Active	Undeveloped
Heroes Memorial Park	1	Special Facility	Active	Developed
Hidden Lakes Park	9.1	Neighborhood	Resource	Developed
Holland Park-James F. Holland Memorial Park	26.75	Community	Active	Developed
Indian Trails Park	32.71	Community	Active	Undeveloped
Indian Trails Sports Complex	164.11	Community (50.37 acres upland)	Active	Developed
Long Creek Nature Preserve	225.36	Environmentally Sensitive Land (ESL)	Resource	Developed
Matanzas Woods	12.4	Neighborhood	Active	Undeveloped
<u>Matanzas Woods Canoe/Kayak Launch</u>	<u>2.5</u>	<u>Neighborhood</u>	<u>Resource</u>	<u>Undeveloped</u>
Palm Coast Community Center Park	4.79	Community	Active	Developed
Palm Coast Linear Park/St. Joe Walkway	56.77	Environmentally Sensitive Land (ESL)	Resource	Developed
Palm Coast Park DRI (<u>Sports Complex</u>)	65.16 <u>103.51</u>	Community	Active	Undeveloped
<u>Palm Coast Tennis Center Regional Racquet Center</u>	47.98	Special Facility	Active	Developed
Palm Harbor Golf Course	143.59	Special Facility	Active	Developed
Pine Lakes Parkway Multi-Purpose Trail	7.56	Neighborhood	Active	Developed

EXHIBIT 1 – EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS

Ralph Carter Park	13.12	Neighborhood	Active	Developed
Seminole Woods Neighborhood Park	12.4	Neighborhood	Active	Developed
Town Center Central Park	10	Special Facility	Active	Developed
Town Center-Community Center	3.54.8	Community	Active	Undeveloped
Town Center-Cultural Arts Center	8.512.5	Special Facility	Active	Undeveloped
Town Center-Pocket Park	0.63	Neighborhood	Passive	Developed
Waterfront Park	21.1	Special Facility	Resource	Developed
Wild Oaks Park	1.3	Neighborhood	Resource	Undeveloped
Sub Total	955.05			
	992.73			

Lands Committed from Developments of Regional Impact (Lands Not under City Ownership)				
JX Properties-DRI	56.48	Community	Active	Undeveloped
JX Properties-DRI	33.87	Community	Resource	Undeveloped
Neoga Lakes DRI	29	Community	Active	Undeveloped
Neoga Lakes DRI	16	Neighborhood	Active	Undeveloped
Neoga Lakes DRI	75	Community	Resource	Undeveloped
Old Brick Township DRI	25	Community	Active	Undeveloped
Old Brick Township DRI	30	Neighborhood	Active	Undeveloped
Old Brick Township DRI	45	Community	Passive	Undeveloped
Palm Coast Park DRI	10	Neighborhood	Active	Undeveloped
Sub Total	320310.35			

TOTAL ACRES	1275.4
	1303.08

Other Providers				
Lehigh Greenway Rail Trail	194.95	ESL/Open Space	Active	Developed
Graham Swamp	3,790	ESL/Open Space	Resource	Developed
Belle Terre Swim & Racquet Club	N/A	Special Facility	Active	Developed
Cypress Knolls Golf Course	125	Special Facility	Active	Developed
Matanzas Woods Golf Course	125	Special Facility	Active	Developed
Pine Lakes Golf Course	125	Special Facility	Active	Developed

EXHIBIT 1 – EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS

TOTAL ACRES (OTHER OWNERSHIP)	4234359.9 5
Source: City of Palm Coast Comprehensive Plan Update provided by the City of Palm Coast Parks and Recreation Department and Community Development Department (Updated September 1, 2014 December 2021)	

Objective 4.2.2 - Future Recreation and Park and Open Space Facilities

Establish a list of priority recreation and park projects needed to meet population growth through the year 2035 with projects including acquisition of additional parkland, and the development of existing and future park sites. The priority list below will be updated based on the findings of the Evaluation and Appraisal Report (EAR) process, as well as the Recreation and Parks Facilities Master Plan.

Policy 4.2.2.1 - The following prioritized projects shall be considered short-range priorities planned for completion within the next five (5) years:

- ~~A. Complete renovation to Holland Park~~
- ~~B. Complete renovation and addition to the Community Center.~~
- ~~C. A. Complete the development of Long Creek Nature Preserve (Phase 2-Boardwalks).~~
- ~~B. Complete development of the Lehigh Trail Trailhead@ Palm Coast Tennis Center Belle Terre Pkwy.~~
- ~~C. Lehigh Trail Trailhead~~
- ~~D. Waterfront Park Water Access – Phase 1 and Phase 2~~
- ~~E. Matanzas Woods Neighborhood Park~~
- ~~F. Matanzas Lakes Canoe/Kayak Launch~~
- ~~G. Quail Hollow Neighborhood Park~~
- ~~H. Seminole Woods Neighborhood Park Expansion~~
- ~~I. Regional Racquet Center~~
- ~~J. Community Center Parking Expansion~~
- ~~D.K. Indian Trails Sports Complex Parking Expansion~~

Policy 4.2.2.2 - The following prioritized projects shall be considered mid-range priorities planned for completion within five to ten (5-10) years:

- ~~A. Land acquisition (if necessary), design, and construction of a neighborhood or community park as dictated by growth patterns and needs within the City in one of the following neighborhoods: Matanzas Woods, Pine Lakes, or Quail Hollow Construction of Indian Trails Park~~
- ~~B. Complete design and construction of Graham Swamp Trail Phase 2 (from Old Kings Rd. trailhead to Lehigh Trail).~~
- ~~C. Complete master plan, design, and construction of Central Park Phase 3 improvements.~~
- ~~B.D. Design and construction of Long Creek Nature Preserve Phase 3.~~

EXHIBIT 1 – EVALUATION AND APPRAISAL BASED COMPREHENSIVE PLAN AMENDMENTS

Policy 4.2.2.3 - The following prioritized projects shall be considered long-range priorities planned for completion within 10 to 20 years of Plan adoption:

- A. Land acquisition (if necessary), dDesign and construction of a neighborhood or community park as dictated by growth patterns and needs within the City.
- B. Identify potential location and complete design and construction for a Citywide special recreational facility (sports complex, aquatic center, or Frieda Zamba Pool renovation).
Land acquisition (if necessary) and construction of a neighborhood park in one of the following neighborhoods: Matanzas Woods, Pine Lakes, or Quail Hollow.

CHAPTER 8 CAPITAL IMPROVEMENTS ELEMENT

Policy 8.1.1.3 - The Capital Improvements Element includes, by reference, the Flagler County School District ~~2017-2018~~2021-2022 Work Plan, adopted on September ~~19, 2017~~7, 2021 by the Flagler County School Board.

CHAPTER 9 PUBLIC SCHOOL FACILITIES ELEMENT

Policy 9.1.1.7 – The Capital Improvements Element includes, by reference, the Flagler County School District ~~2014-2015~~2021-2022 Work Plan, as adopted on September ~~16, 2014~~7, 2021 by the Flagler County School Board.

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department	MAYOR AND CITY COUNCIL	Amount	
Division	CITY CLERK	Account	
		#	
Subject	ORDINANCE 2022-XX PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION		
Presenter : Mayor David Alfin			
Background :			
<u>UPDATE FROM THE APRIL 5, 2022 BUSINESS MEETING</u>			
<p>This item was heard by City Council at their April 5, 2022 Business Meeting. There were no changes suggested to this item. However, at the April 12, 2022 Workshop, City Council held a lengthy discussion on the amount of the proposed increase. The proposed Ordinance was revised, as shown through track changes, leaving a blank in the amount of the increase for Council's consideration.</p>			
<u>ORIGINAL BACKGROUND FROM THE APRIL 5, 2022 BUSINESS MEETING</u>			
<p>On February 15, 2022, Mayor Alfin requested and received Council concurrence to amend the Council's compensation by Ordinance. Council requested the City Attorney draft the proposed Ordinance and the City Clerk to place on an agenda.</p>			
<p>The City of Palm Coast incorporated in December 1999. The initial City Charter and the amended Charter in 2002 provided for the "City Council; Composition, Qualifications for Office including Compensation and Expenses." Section 6a of the initial Charter stated "The Council and Mayor shall receive compensation as established by ordinance..." As such the Council's compensation has been amended by Ordinance in 2003 and in 2007 to provide for equitable adjustments.</p>			
<p>The demands upon the City Council result in a large amount of time to be devoted toward fulfilling responsibilities and duties to the City and such activities preclude these public officials from engaging in other activities and endeavors.</p>			
<p>The City Council of the City of Palm Coast has reviewed the salaries of the mayors and city councils and commissions of various comparable municipalities located in the State of Florida along with the salaries of local officials in Flagler County. The Council has concluded that the compensation of the Mayor and the members of the City Council of the City of Palm Coast merit an adjustment and that the current compensation structure is disproportionate to the time and effort required for such public service to the City of Palm Coast.</p>			
<p>This proposed increase in Council compensation is to ensure that public officials are not required to have undue costs and financial burdens cast upon them as a result of public service. It is, further, recognized that some reasonable level of compensation to public officials will</p>			

encourage those who might not otherwise be able to participate in local government to participate and expand the potential pool of candidates for City office. The proposed Ordinance would set the Mayor's compensation at \$46,470 and \$44,670 for City Council's compensation.

Recommended Action :
FOR COUNCIL CONSIDERATION ADOPT ORDINANCE 2022-XX PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION

Letter to the Editor – Council Compensation, March 2022

Discussion for increasing compensation paid to Palm Coast City Council Members

To all my fellow citizens: When I was sworn into office as your Mayor, I vowed to “well and faithfully perform the duties of the office of Mayor.” My oath promised you that I would be watchful of everything that pertains to the future quality of life we enjoy in Palm Coast.

I therefore want to go on record stating that I believe it is appropriate to consider increasing salaries for your City Council and also want you to know that I am paying close attention to your reactions to this compensation proposal. My reasons and justifications are many and they all integrate common sense. This is NOT about me or our individual Council Member’s needs. This is about managing, planning for, and protecting the future of Palm Coast with diverse, qualified leaders who have a smart management growth mentality. We should appeal to people who can afford to give us their time and talent – not only because they believe in service to their community, but also because they are suitably remunerated, based on their commitment and responsibility. I believe that raising salaries would expand our pool of competent applicants, giving us a City Council, we expect, need, and deserve.

Before I go further, I’d like to set the record straight about some of the misinformation floating around in our community:

A – Increasing salaries for City Council will NOT raise your taxes. Remuneration would be equal to only about 0.07% of our already established annual budget. Increased compensation will also not take funds away from any community service already determined in Council’s strategic plan.

B – An improvement to finding and keeping qualified Council Members is a goal I’ve supported from the very beginning of my tenure. I have been advocating candidate development via effective succession planning at every local organization meeting that I’ve been invited to attend. This should be an ongoing process for community groups to purposefully identify qualified and suitable successors for future governance roles. Planning supports each group’s vision. This is just as important for our city’s future as adjusting Council compensation.

C - Our Charter states that City Council establish its compensation via an ordinance, not on a ballot. This proposed ordinance would be formally introduced at a scheduled City Council meeting. By law, an ordinance is required to be read at two public hearings. Both are open for public comment and are posted to the web before Council meetings. Creating a special ballot issue instead could cost taxpayers more money if the measure pushes it to a separate page on the ballot.

With all that said, may I challenge all of you to consider the following analysis?

1. COMPENSATION IS BASED ON OUTDATED DUTIES & RESPONSIBILITES.

The City of Palm Coast was founded over 22 years ago with a Council-Manager for of government soliciting volunteers for approving development plans and supervising a City Manager. Palm Coast had only 32,732 residents then. Its population has tripled since. With the subsequent acquisition of the utility department, its budget has grown sevenfold. The agenda backup packages for regular council meetings and workshops typically have several hundred pages to review.

Changes in compensation should not be formulated based on wrong assumptions and old data. Percentages calculated on incorrect base values yield irrelevant results. It is not the percentage increase that is relevant. What is relevant is the final salary number. City Council service has become a full-time job with part-time pay. City Council is responsible for correcting lingering mistakes and providing best possible resources. *If it is wrong - correct it if is broken - fix it!*

2. **COMPENSATION CURRENTLY ATTRACTS CANDIDATES WITH LIMITED DIVERSITY AND VISION.** Increased compensation for City Council members should attract candidates in future elections. More candidates are more likely to offer more experience and a wider variety of skill sets necessary to ‘provide for the exercise of its powers and for the performance of all duties and obligations imposed on the city - including all legislative and police powers provided by law’.

3. **TASKS, TIME, AND WORK HAVE INCREASED OVER THE LAST 22 YEARS.**

DUTIES AND RESPONSIBILITIES INCLUDE *:

- a. VISION PLANNING INCLUDING LONG AND SHORT-TERM PRIORITIES AND GOALS
- b. STRATEGIC ACTION PLANNING, BUDGET PREPARATION AND TAX MILLAGE RATE APPROVAL
- c. PHONE, MAIL, EMAIL, TEXT, AND IN-PERSON COMMUNICATION WITH MEMBERS OF THE PUBLIC, PERSONAL APPEARANCES REQUESTED BY LOCAL ORGANIZATIONS, CLUBS, AND OTHER MUNICIPAL AGENCIES
- d. MAINTENANCE OF PUBLIC RECORD INFORMATION
- e. OBSERVANCE OF FLORIDA ‘SUNSHINE’ LAW
- f. ATTENDANCE OF ALL PUBLICLY NOTICED CITY WORKSHOPS AND BUSINESS MEETINGS
- g. HIRING AND SUPERVISION CITY MANAGER
- h. HIRING AND SUPERVISION OF CITY ATTORNEY
- i. ELECTION CAMPAIGNING

4. **INCREASED COMPENSATION ALLOWS MORE RESIDENTS, INCLUDING YOUNGER AND MORE DIVERSE CANDIDATES, TO CAMPAIGN AND RUN FOR OFFICE.** Twenty-nine City Council members have served the city since incorporation in 1999. The average age is more than 65 years old. The challenge of future growth requires understanding budgets, land development, comprehensive planning, land use planning, lobbying for state appropriations, regional and interlocal agreements, service contract language, negotiation, and performance evaluation. The public is best served with the largest number of candidates available in order to select the best possible City Council members to serve the community at the highest level.

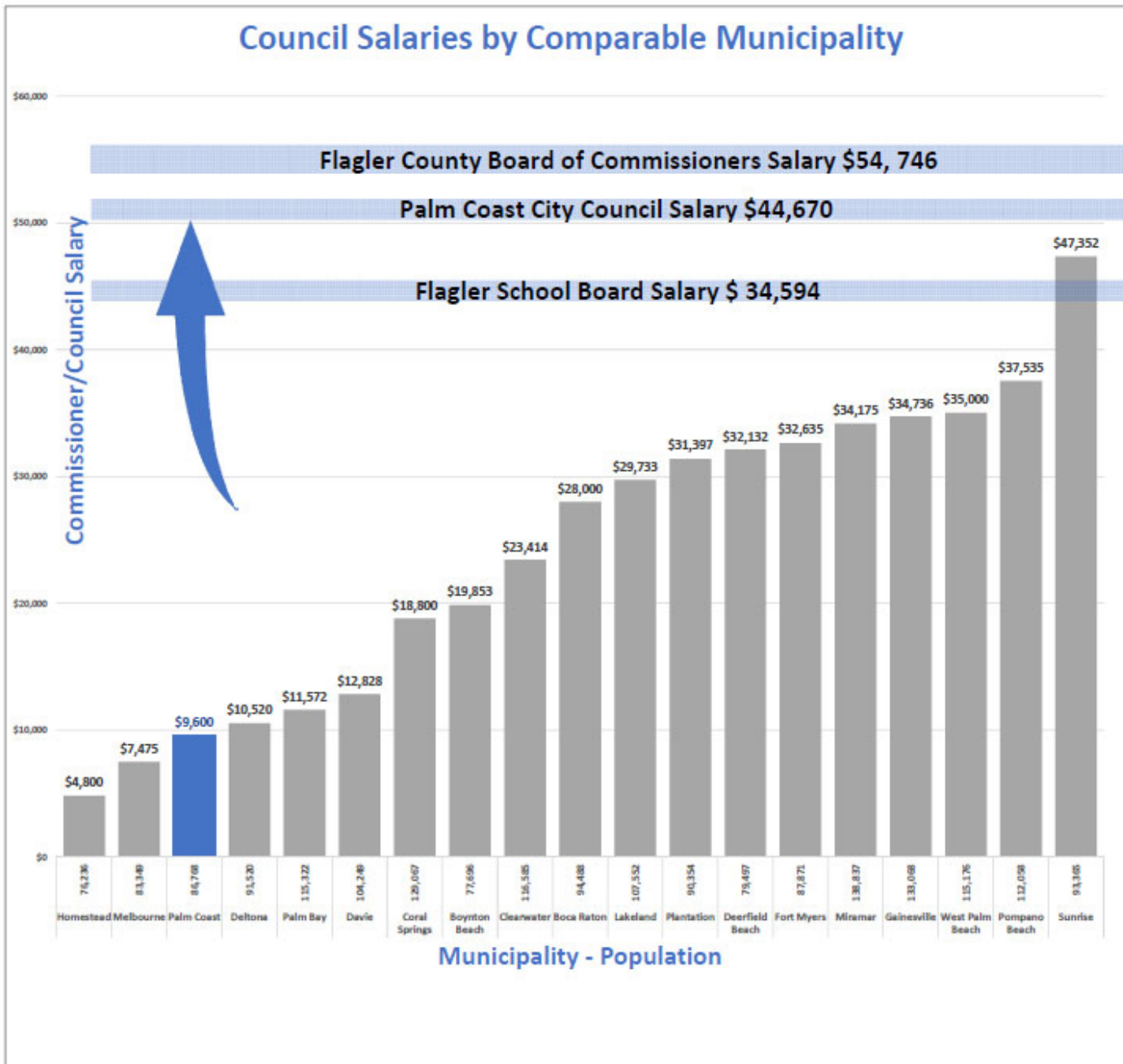
5. **COMPENSATION IN-LINE WITH COUNTY COMMISSIONERS AND SCHOOL DISTRICT BOARD MEMBERS.** Palm Coast City Council Members do not receive pensions, cost of living increases, health care or other service benefits like those received by County Commissioners or School Board Members.

Flagler Annual Salaries (not including expense or benefits)

County Commissioners:	\$54,746
School Board	\$34,594

*Number of City employees in 2002 = 55. Corresponding Budget was \$17,416,100.
 Number of City employees in 2022 = 547. Budget 2021-22 = \$248,635,694

Council Salaries by Comparable Municipality



Entity	Board/Commissioners	Health Insurance	Pension	Other Benefits
Flagler Co. School Board	School Board	Yes	Florida Retirement Systems	Travel reimbursement same as Regular Full Time Employee (FTE)
		Same as Regular Full Time Employee	School Contribution for Pension Plan 51.42%	Board members are offered same benefits as FTE
			School Contribution for Investment Plan 8.34%	
			Employee Contribution 3%	Dental, Vision, and Life
Flagler County	Commissioners	Yes	Florida Retirement Systems	Travel reimbursement same as Regular Full Time Employee (FTE)
		Same as Regular Full Time Employee	County Contribution for Pension Plan 51.42%	Board members are offered same benefits as FTE
			County Contribution for Investment Plan 8.34%	
			Employee Contribution 3%	Dental, Vision, and Life
City of Palm Coast	Council	Not offered	Not Offered	N/A

Employees	Current Rates
	General Employees 10%
	Directors 13%
	Special Risk 17.5%

6. **COMPENSATION IN-LINE WITH ELECTED OFFICIALS SERVING FLORIDA CITIES OF SIMILAR POPULATION AND GROWTH POTENTIAL.** Compensation should also be based on more recently incorporated Cities in the State that require special skills and increased work time to plan and manage growth.
7. **COMPENSATION PAID FROM CURRENT OPERATING BUDGET WITHOUT INCREASING RESIDENT TAX BURDEN.** The cost for a full year is \$175,360 which is approximately equal to 0.07% (seven tenths of one percent) of the total 2022 City Budget. If the city's population is assumed to be approximately 94,000 the cost per resident will be \$1.86. Organizational cuts can be made to offset the difference.
8. **CITY CHARTER DOES NOT DEFINE COUNCIL AS 'PART-TIME' IN DESCRIPTIONS OF DUTIES AND RESPONSIBILITIES.** The term may linger from the distant past when minimal time and effort were required to approve city operations. In fact, monthly workshops and business meetings, meeting preparation including agenda analysis* , City Manager meetings, and facility visits may require 20 or more hours per week. Public and municipal requests for public appearances and attendance at monthly appointed committee meetings add 10 or more hours to a Councilman's schedule. Also, reading and responding to public communication via email, text, phone, and in-person adds to weekly work hours. Councilman offering their full share of skill, care, and diligence invest more than a full-time effort in the job.

* City Council members received **2,827 agenda pages** to read and analyze from January 1, 2022, through March 17, 2022.

August 2021

August 2021							September 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 1	2 10:30am Public Information & Engagement/Mayor Alfin Meet & Greet (PI&E Offices, City Hall, 2nd Floor,	3 3:00pm Legal Follow-ups (Palm Harbor Conference) 6:00pm City Council Business Mtg (City Hall, Community	4 1:00pm IT/Mayor Alfin Meet & Greet (IT) 2:00pm Canceled: Citizen 3:00pm Palm Coast/The 6:00pm Cimmaron Drive	5 9:00am Fire/Mayor Alfin Meet & Greet (Fire) 10:00am Palm Harbor Neighborhood Watch 11:00am SW&E/Mayor 1:00pm Parks &	6 3:00pm Call with Wally De Aquino - Discuss New Hospital (Phone Call) - Kendra Iannotti	7
8	9 7:30am PW/Mayor Alfin Meet & Greet (Public Works Facility, 1 Wellfield Grade) - Kendra Iannotti	10 9:00am City Council Workshop (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	11 11:00am Meeting with President David 1:00pm Finance Meeting in Palm Harbor Conf. 1:00pm Finance/Mayor 2:30pm HR/Mayor Alfin	12 10:00am CM/Public Information & Engagement Bi-Weekly Mtg (Palm Harbor Conference Room) - Kendra	13 8:45am Free for All Friday (Flagler Broadcasting, 2405 E. Moody Blvd) - Sheera Jackson	14
15	16 8:30am Utility/Mayor Alfin Meet & Greet (Utility Offices, 2 1:00pm Property Apprasier - Jay Gardner (GSB)	17 9:00am City Council Business Mtg (City 1:00pm Review Economic 2:30pm Mayor Alfin phone call with	18 2:30pm FW: Audit Discussion with Mayor Alfin (https://jmco.zoom.us/j/96135484638?pwd=UFJ4L3VHMldSTU5)	19 9:00am Stormwater & Engineering Dept/Mayor Alfin Meet & Greet (Stormwater Facility, 24 Utility Drive) -	20 8:30am Progress With Advent Health Pre 9:30am AdventHealth/COPC 3:00pm PCFRCOC (Oceanside Beach Bar	21
22	23 9:00am Funeral - Officer Raynor (FCSO - Daytona) 12:00pm Church listing (420 South Orange Ave.	24 9:00am Special Budget Workshop (Council Chambers) - Kendra Iannotti	25 9:00am R2CTPO Board Mtg (2570 West International Speedway Boulevard, Suite 100 Daytona Beach, FL	26 8:00am Unite Flagler - PSA filming (Outside - 9:00am Code 10:00am CM/Public 11:00am Meet & Greet, 5:00pm FCHBA General	27 10:00am JU walk thru w/President (Town Center) 12:00pm Marsha Lidskin (Grand Haven - Watersde Cafe)	28 12:00pm Women's Equality Day Celebration (First United Methodist Church of Bunnell, 205 N. Pine Street,
29	30 1:00pm FW: Tour JU Campus with Mayor David Alfin (President's Office - Howard Building, Third Floor) - Cost,	31 9:00am WOW! filming (Mayor's Office) - 10:00am Meeting with Judy Mazzella/Project 11:00am Budget Review with CM (Palm	Sep 1	2	3	4

September 2021

September 2021							October 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 29	30	31	Sep 1 2:00pm COVID19 PSA Recording on ZOOM! (ZOOM) - Lacy Martin 5:00pm FCRC (Pine Lakes)	2 9:30am AdventHealth Virtual Groundbreaking 1:00pm FIND Check Presentation (Palm Harbor Conference)	3 11:00am Flagler County Sheriff's Office Detention Deputy Sheriff Paul Luciano's Funeral (First Baptist Church of Bunnell,	4 9:00am Palm Coast Arts Foundation - Creative Bazaar (1500 Town 9:30am Labor Day Round Robin (Palm Coast Tennis Center)
5	6 CH Closed - Labor Day	7 6:00pm City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	8 11:00am Filming with PIE (Mayor's Office) - 12:00pm FLC Mayors meeting (Pine Lakes 3:00pm FCHBA - GSB September GA &	9 10:00am CM/Public Information & 11:00am DBPD Adam 1:00pm Coastal Cloud 3:30pm Meeting with 5:30pm Pubic Hearing to	10 8:00am Senior Games - Tennis (Palm Coast 11:30am Realtor Association - "Meet 7:50pm Movies in the Park (Central Park at	11 8:00am Senior Games - Tennis (Palm Coast 8:00am SPEAK at 9/11 Ceremony - Elks 6:30pm 9/11 Remembrance
12 8:00am Senior Games - Tennis (Palm Coast Tennis Center) - Kendra Iannotti	13 9:00am GLR Sales Meeting	14 9:00am City Council Workshop (City Hall, 12:00pm FOP (2511 12:00pm Jai 3:00pm Canceled: Mayor 6:00pm Read	15 11:00am Palm Coast Magazine (Mayor's 1:30pm WOW filming + Arbor Day (City Hall - 3:00pm Invitation: the 3:00pm Business Report	16 9:00am Senior Games - Golf (Palm Harbor 9:30am WOW Filming at the golf course (Palm 2:00pm Mayor Alfin & Wally De Aquino	17 9:00am Senior Games - Pickleball (Holland 4:30pm Pat Barile (Mayors Office) 4:30pm Mtg with Pat Barile (Palm Harbor	18 9:00am Senior Games - Pickleball (Holland Park) - Kendra 10:45am Arbor Day - Butterfly Release (Central Park, Town
19 9:00am Senior Games - Pickleball (Holland Park) - Kendra Iannotti	20 7:00am Weekly touch-base with Mayor Alfin (Palm 1:00pm Fall Citizen's Academy Class #1 - Mayor, City Manager,	21 9:00am City Council Business Mtg (City Hall, Community 5:00pm Food Truck Tuesday (with Fire Truck Pull) (Central	22 1:00pm Greg Hansen (4345 Old Kings Rd N) 5:30pm Public Hearing to Adopt the Final Millage Rate	23 8:30am FCAR Convention Get in the 8:30am Citizen 9:00am Interlocal 10:00am CM/Public 4:00pm CCIM	24 9:00am FFF (WNZF) 9:00am Toby Tobin 12:00pm Jeff Douglas	25 10:00am Fall Festival - Remembering Vets (Central Park at Town Center) - Kendra Iannotti
26	27 8:00am Melanie (Daytona Airport) 12:00pm JA Dev Invitation: Lunch @ 5:00pm College & 5:00pm Invitation:	28 9:00am Attorney Discussion (Zoom & Palm Harbor Conference Room) - Denise Bevan	29 9:00am TPO (160 Lake Avenue 12:00pm Toby (Thai by Thai) 3:00pm Invitation: Flagler Schools/City	30 10:00am CE Ethics & Procurring Cause (Grand Living Realty)	Oct 1	2

October 2021

October 2021							November 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 26	27	28	29	30	Oct 1 11:45am Priority Discussion (145 City) 3:00pm FC Legislative Delegation Mtg	2 9:00am VMA to Host Robot Brawl Sat., Oct. 2nd at Jackie Robinson Ballpark
3 12:00pm IEDC Conference (Nashville, Tennessee) - Kendra Iannotti	4	5 4:30pm Mtg with Citizen, Daniel Lukach 6:00pm City Council	6 1:30pm PI&E/CM Wkly Mtg (Palm Harbor) 2:00pm WOW with Mayor Alfin (Mayor's	7 3:00pm IEMO Conference - Orlando (Wyndham Orlando Resort & Conference Center) 10:00am Palm Harbor Neighborhood Watch Meeting (VFW in	8 7:20pm Movies in the Park (Central Park at Town Center) -	9
10 IEMO Conference - Orlando 7:30am Pink on Parade 5K (VIRTUAL) - Kendra Iannotti	11 10:00am Advent Cat Scan	12 9:00am City Council 2:00pm 3:00pm EmmaLovesK9s 4:00pm Mtg with	13 Special Guest - 7:30am Visit SW Facility 8:15am Visit PW Facility 10:00am Updated	14 9:00am Meeting with Interim TPO Executive 10:30am Flagler County Public Transportation	15 5:00pm SPEAK at the Lincoln Day Dinner (Palm Coast Community Center) -	16
17	18 1:00pm FW: Fall Citizen's Academy Class #5 - 2:45pm JUNIOR 4:00pm Roll play (City	19 9:00am City Council Business Mtg (City 2:30pm PC Arts 5:00pm Food Truck	20 9:00am Gioia Sails South Tour + WOW (10 11:30am Tiger Bay Event Announcement	21 9:00am COP Vacation 10:00am CM/Public 10:30am FCEF Take 12:00pm Meet & Greet	22	23 10:00am eSports Tournament, Madden 21 (Community Center) - Kendra
24	25 12:00pm Speak at the Trustco Bank Ribbon 2:15pm SPEAK at the PC 3:00pm Palm Harbor	26 4:15pm Invitation: Taste of FUN Coast - fund raiser for the turtle hosp. @ Tue Oct 26,	27 9:00am FCAR GMM 9:00am R2CTPO Board 11:00am Meeting with 1:00pm Town Center	28 7:30am PC Business 2:00pm WOW Filming - 3:30pm The Southern 5:00pm General	29 10:30am Founder's Day with Historical Mural 12:00pm Kickoff with the Mayor -	30 10:00am FDOT & TPO Lecture, Statewide Mobility Week (Community Center) -
31	Nov 1	2	3	4	5	6

November 2021

November 2021							December 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 31	Nov 1 11:00am Dr Borberly	2 8:30am 8:30 AM Appointment - WOW 3:00pm Workforce Development 3:30pm Mtg with Billy 6:00pm City Council	3 3:30pm UNF Innovation Challenge Dry Run (Community Wing) - Brittany N. Kershaw	4 9:00am CM/Public Information & 9:30am Wattcore site visit (4 Commerce 1:00pm Re. Shoaf / 5:00pm SPEAK at the	5	6
7	8 12:00pm Weekly meeting with Mayor - meeting prep (Palm Harbor Conference Room) - Denise Bevan	9 9:00am City Council Workshop (City Hall, 2:00pm Mtg with Manuel Viegas 3:00pm Meeting with Mayor David Alfin -	10 1:30pm FW: Spectrum News' "In Focus with Allison Walker" - newly elected and reelected mayors (virtual via WebEx) -	11 City Closed - Veterans Day 10:00am Veterans Day Ceremony (County 11:30am Veterans Day Luncheon (Central	12 8:30am 9AM - Free For All Friday Radio Show (WNFZ) - Brittany N. 1:00pm Speak to the Senior Citizen's Friendship Club (VFW,	13 7:00pm Speak at Anniversary of the Portuguese Cultural Center (Portuguese American Cultural Center - Palm Harbor
14 4:00pm World Diabetes Day (Central Park in Town Center) - Kendra Iannotti	15 10:30am Project discussions (Palm Harbor Conference 11:30am Funeral Service 12PM for Bunnell Police Sgt. Dominic	16 9:00am City Council Business Mtg (City 12:00pm Staff Appreciation Lunch 5:30pm Speak to Kiwanis Club of	17 4:00pm WOW Filming (Council Chambers) - Brittany N. Kershaw 6:00pm Special Council Business Mtg - City Manager Search	18 8:00am Utility Tour/Presentation at 4:00pm FC Leadership Class (FCGSB, 3rd 6:00pm V-Card Ice Breaker (no speaking;	19 8:30am VCard Beyond the Icebreaker Conference (Plaza Hotel & Spa, 600 N Atlantic Avenue, Daytona Beach) -	20
21	22	23	24	25 7:45am Thanksgiving Feet to Feast 5K (Daytona State College) - Kendra Iannotti	26	27 6:00pm Tree Lighting Ceremony (Central Park at Town Center) - Kendra Iannotti
28	29 8:30am Wkly Mayor/City Manager Mtg (Palm 9:00am Check in: Mayor, CM & ACM 5:00pm Hanukah Celebration - Lighting	30	Dec 1	2	3	4

December 2021

December 2021							January 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 28	29	30	Dec 1	2 9:00am Project(s) Update (Mayor's 10:00am CM/Public Information & 11:00am WOW for 1:00pm TrustCo Wow	3 3:00pm The Southern Group / COPC Meet & Greet (Palm Harbor Conference Room) - Denise Bevan	4
5	6 8:00am SAP Work Session 1 of 2 (Palm Harbor Conference 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference)	7 8:00am SAP Work 12:00pm SPEAK at the 2:30pm Mtg with Dan 3:30pm Meet with Elijah 5:30pm Photo Ops 6:00pm City Council	8 12:00pm FLC Mayor's Meeting (Flagler Beach) - Kendra 3:30pm Review 12/14 City Council Presentation for	9	10	11 5:30pm Starlight Festival (Central Park at Town Center) - Kendra Iannotti
12	13 8:00am Wkly Mayor/City Manager Mtg (Palm 10:00am Call Christopher Chartier 10:30am All Pro Dad 3:00pm MetroNet Pre	14 9:00am City Council Workshop (City Hall, 1:00pm Metronet/COPC Meet & Greet (Palm 1:30pm MetroNet Media 1:30pm Metronet Press	15 2:30pm WOW Filming for Holidays (Roy Sieger's Office at the Flagler Exec Airport) - Brittany N. Kershaw	16 7:15am 7:30 AM START 9:00am CM/Public 9:00am Portrait Photos 10:00am FPL Franchise 10:30am FCEF Take 11:00am Louie	17 8:30am WNZF Free For All Friday (WNZF) - David Alfin 3:00pm FLC Mayor Round Table - Champion Mayors	18 10:00am Heroes & Helpers Holiday Celebration 4:00pm Holiday Boat Parade - Ride the Lead Boat, M&G
19	20 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	21	22	23	24	25
26	27 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	28	29	30	31	Jan 1, 22

January 2022

January 2022							February 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 26	27	28	29	30	31	Jan 1, 22
2	3 8:30am Wkly Mayor/City Manager Mtg (Palm) 12:00pm Mayor's 30/30 Challenge - KICK OFF	4 1:00pm Horan/COPC 2:30pm Pool Complex 3:00pm 6:00pm City Council	5 4:30pm Walk with Elected Officials - Mayor's 30/30 Challenge (Graham	6 10:30am NEFRC Elected Officials Luncheon & 2022 Regional Awards for Excellence	7	8 10:00am Workout with the Sheriffs Office - Mayor's 30/30 Challenge (Central
9	10 8:30am PI&E/CM Wkly 9:00am Wkly Mayor/City 10:00am Mayor Flight & 10:00am Nature Walk -	11 9:00am City Council 1:00pm State of the City 2:00pm COPC Arts 2:30pm Town Center	12 8:30am County-Wide Call for TPO Projects 4:30pm Walk with 6:00pm SPEAK to the	13 10:00am Racquet Ctr Update (Palm Harbor 10:45am Town Center 1:00pm COPC Arts Mtg	14 9:00am Ruck with the National Guard & 2:00pm Elite Dance Studio (Elite Dance	15 9:00am 2022 Martin Luther King Jr. Celebration (201 East Drain St. Bunnell, FL
16	17 Closed - MLK Day	18 9:00am City Council Business Mtg (City 11:00am Review Legislative Action Day	19 4:30pm Walk with City Officials - Mayors 30/30 Challenge (Waterfront Park -	20 10:00am Gopher Tortoise Nature Walk 11:30am CALL Helen Hijek (CALL) - Kendra	21	22 11:00am Bike Ride with Vice Mayor Branquinho - Mayors 30/30 Challenge (City
23	24 8:30am Wkly Mayor/City Manager Mtg (Palm 10:00am Mayor / Jason Catch UP (Mayor's	25 6:30pm Congressman Waltz, Military Appointment Ceremony (Flagler	26 9:00am R2CTPO Board Mtg (2570 West 1:30pm Call on OKR (Phone Call) - Kendra	27 9:30am WOW videos (Council Chambers) - 10:00am CM/Public 4:00pm FC Leadership	28 8:30am CONFIRMED for Field Trip (Meet at 12:00pm Dog Walk with Council Member	29 9:00am Pickleball Tournament with Mayor Alfin & Council Member Klufas-
30 10:00am PC United Methodist Church (Palm Coast United Methodist Church,	31 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City	Feb 1	2	3	4	5

February 2022

February 2022							March 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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20	21	15	16	17	18	19	20	21	15	16	17	18	19
27	28	22	23	24	25	26	27	28	22	23	24	25	26

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 30	31	Feb 1 12:00pm AdventHealth WALK with City 1:30pm State of the City Follow Up (3) (Palm Harbor) 6:00pm City Council Business Mtg (City)	2 12:00pm Celebratory Finishers Walk - Mayors 30/30 2:00pm DSC/COPC Arts Virtual Discussion (Zoom Link (Provided))	3 12:30pm Mayor/Holley Touch Base Mtg 2:00pm Overview of MedNexus with 4:00pm FC Leadership 6:00pm SPEAK to the PC	4	5
6	7 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - FLC Days (Tallahassee) - Denise Bevan	8 9:00am City Council 9:00am CTST Meeting - 12:00pm Travel 5:30pm FW: 6:15pm FW: Meeting	9 Legislative Action Days 8:00am FW: City of Palm 9:00am FW: Frances 12:30pm FW: City of 1:30pm FW: Catch up w/	10 9:00am CM/Public Information & 10:00am State of the City Content (Palm Harbor) 4:00pm FC Leadership Academy (GSB, 3rd Floor) - Kendra	11 8:00am Breakfast Meeting, Dr. Jackson 11:00am Lunch N' Lecture (Palm Coast) 1:45pm WOW Flagler County Public Library	12
13	14 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor) 10:00am Toddler Monday Funday 10:30am Family Life 3:00pm Palm Coast Tax	15 9:00am City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	16 5:30pm Speak at the Jr. Chamber Substance Abuse Prevention Forum (Community Center) - Kendra Iannotti	17 2:00pm Spectrum News 13 Interview - Griffin, Nicole L 4:00pm FC Leadership Academy (GSB, 3rd Floor) - Kendra	18 9:00am FFF (WNZF) 12:00pm LUNCH with Howard Holley (Atlantic Grille at the Palm Coast) 4:30pm Red White and Blues OFFICIAL	19 2:30pm Speak at the Four Chaplains Service (VFW, OKR) - Kendra Iannotti
20	21 Closed-President's Day 8:00am Form 9 Reminder - Virginia Smith	22 12:00pm Duncan Vanderbilt & Mayor 1:00pm State of the City (4) (Palm Harbor) 5:30pm Flagler County Cultural Council	23 9:00am R2CTPO Board Mtg (2570 West International Speedway Boulevard, Suite 100 Daytona Beach, FL)	24 10:00am CM/Public Information & 4:00pm FC Leadership Academy (GSB, 3rd Floor) 4:00pm REMINDER - Donation List to	25	26
27 2:00pm Black History Month: A Place for All People (AACs, African American Cultural Society, 4422 US Hwy 1,) -	28 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room) 10:00am Interview for Flagler County Strategic Plan (Phone)	Mar 1	2	3	4	5

March 2022

March 2022							April 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 27	28	Mar 1 1:00pm Speak to FCAR, Flagler County 5:00pm Dinner with the calendar entry 6:00pm City Council Business Mtg (City)	2 4:00pm FW: Zoom w/ Alex Reed, DEP & City of Palm Coast (https://thesouthernngroup.zoom.us/j/89108211515?pwd=cFVWZ)	3 10:30am JU Global Citizen Award 3:30pm FW: Southern Group / Palm Coast 4:00pm FC Leadership 4:00pm Pool Discussion	4 11:00am HR Dept. Mtg (HR Offices) - Denise Bevan 1:00pm Invitation: BTSRC Working Group Meeting @ Fri	5 10:00am PC Little League Opening Ceremonies (Indian Trails Sports Complex) - Kendra Iannotti
6	7 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	8 9:00am City Council Workshop (City Hall, 9:00am CTST Meeting (1st Floor Conf Room) 2:00pm State of the City 3:30pm Canceled: WOW	9 7:00am Breakfast with Pastor Greg of 8:30am START TIME 9AM: WNDB with 3:00pm Town Center 5:00pm Speak at the	10 4:00pm FC Leadership Academy (GSB, 3rd Floor) - Kendra Iannotti	11	12
13	14 8:00am Site Visit with Resident/Mayor/City 8:45am Site Visit with Resident/Mayor/City 10:00am Discuss Future of City Leadership	15 9:00am City Council Business Mtg (City 2:00pm SAP Mtgs - Mayor Alfin (Pine 5:00pm Food Truck Tuesday -	16 1:30pm Rowing Club Discussion (Palm Harbor Conference Room) - Denise Bevan	17 10:00am FL Ag Museum Board of Trustees 1:30pm Agenda Item (https://us02web.zoo) 3:30pm FW: Southern 4:00pm FC Leadership	18 2:00pm Updated invitation with note: Legislative Funding Comms Meeting @ Fri Mar 18, 2022 2pm - 3pm (EDT)	19
20	21 8:30am Wkly Mayor/City Manager Mtg (Palm 10:00am TPO 10:30am Review 12:00pm Invitation: 1:00pm 9463	22 8:30am Portraits for City Council (Community 9:00am Vacant Council Seat Special Mtg AND 4:00pm County Mtg with City Manager	23 9:00am R2CTPO Board Mtg (2570 West International 3:30pm Contractor/COPC Mtg (Palm Harbor	24 10:00am CM/Public 11:00am CDD 1:30pm State of the City 2:30pm Meeting with 4:00pm FC Leadership 5:30pm SPEAK to the	25	26 9:30am Welcome the NCCAA Youth Sports Clinic (Holland Park) - 10:00am STOP BY: SmallBIZ EXPO and Conference (Central
27	28 8:30am Wkly Mayor/City Manager Mtg (Palm 9:15am Change in Palm 10:00am Econ 11:30am Lunch with 5:30pm Flagler County	29 5:30pm A1A All-American Road Dedication Ceremony Invitation (South Lawn - Bridge of Lions, St. Augustine,	30 3:00pm Mtg with Mr. Mandel, Discussion-Council 5:00pm Speak to the Sheriff's Citizens Academy Association	31 10:45am PCO News Show LIVE on PCO's 2:00pm IT Department 3:00pm Video Shoot for 3:30pm FW: Southern 4:00pm FC Leadership	Apr 1	2

April 2022

April 2022							May 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 27	28	29	30	31	Apr 1	2
3	<p>8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference)</p> <p>9:15am Green Lion Cafe Discussion with</p> <p>6:00pm SPEAK at Citizen's Academy</p>	<p>10:00am Mtg-Spectrum 13 News Directors</p> <p>11:00am Lake Forest Homeowner's</p> <p>2:00pm State of the City</p> <p>6:00pm City Council</p>	<p>12:00pm Flagler League of Cities (@ Bunnell-Mayors' Meeting)</p> <p>5:00pm Thrasher Welcome Back to the Southern Group</p>	<p>10:00am CM/Public Information &</p> <p>10:45am PCO News</p> <p>1:00pm FC Community</p> <p>1:00pm Flagler</p> <p>4:00pm FC Leadership</p>	<p>9:00am Mayor's Regional Breakfast (Palatka (Restaurant is</p> <p>8:00pm Movies in the Park - INFORMATIONAL</p>	<p>10:00am Egg'Stravaganza - INFORMATIONAL (Central Park at Town Center) - Kendra Iannotti</p>
10	<p>8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference)</p> <p>6:00pm Speak to the American Legion Post 115 (VFW Hall, OKR) -</p>	<p>9:00am City Council Workshop (City Hall, Community Wing - Council Chambers) - Kendra Iannotti</p>	<p>8:30am Utility Department Mtg (Utility Department - 2 Utility Drive) - Denise Bevan</p>	<p>10:45am PCO News Show LIVE on PCO's</p> <p>11:30am Invitation: Meeting : Pastor</p> <p>3:30pm FW: Southern</p> <p>4:00pm FC Leadership</p>	<p>Closed-Good Friday</p>	16
17	<p>8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan</p>	<p>9:00am City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti</p>	<p>1:00pm MUST ATTEND: State of the City Dry Run (Community Center Rm 112) - Brittany N. Kershaw</p>	<p>9:30am Speak to the</p> <p>10:30am FCEF Take</p> <p>10:45am PCO News</p> <p>1:30pm P&R</p> <p>2:30pm SOTC Prep</p> <p>4:00pm FC Leadership</p>	<p>9:00am Kickoff Meeting for Arts/Cultural (City Hall Community Wing) - Lauren Johnston</p>	<p>8:00am HOLD for Earth Day Cycling Event (A1A) - Kendra</p> <p>6:00pm Read Proclamation at the HAC's 35th</p>
24	<p>8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference)</p> <p>9:15am Pavement Mgmt Program Discussion with Mayor Alfin &</p>	<p>9:00am Special Budget Workshop - SAP Eval #2 (Council Chambers) - Kendra Iannotti</p>	<p>9:00am R2CTPO Board Mtg (2570 West International</p> <p>11:30am Fire Department Visit (FS25) - Denise Bevan</p>	<p>5:00pm FLC, IEMO II Course (Cocoa Beach) - Kendra Iannotti</p> <p>10:45am PCO News Show LIVE on PCO's</p> <p>3:30pm FW: Southern Group / Palm Coast</p> <p>4:00pm FC Leadership</p>	<p>6:30pm</p>	30

May 2022

May 2022							June 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30		
29	30	31											

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 1	2 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City 10:30am Advent Cat Scan	3 6:00pm City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	4 8:00am SW&E Department Visit (Stormwater Facility - Utility Drive) - Denise Bevan	5 7:30am Ntl Day of Prayer Breakfast 10:00am CM/Public Information & 4:00pm FC Leadership 7:30pm Law	6 8:00am PW Department Visit (PW Yard - Wellfield Grade) - Denise Bevan	7
8	9 8:40am Dr Borberly 3:00pm Solid Waste Discussion with Mayor Alfin & City 4:00pm Wkly Mayor/City Manager Mtg (Palm	10 9:00am City Council Workshop (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	11	12 9:00am Finance Department Visit 11:00am Citizen Engagement Division 3:30pm FW: Southern 4:00pm FC Leadership	13 9:30am Admin Department Visit (Palm Harbor 8:15pm Movies in the Park-INFORMATIONAL (Central Park at	14
15	16 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	17 9:00am City Council Business Mtg (City Hall, Community 5:00pm Food Truck Tuesday (Central Park at Town Center) -	18	19 10:00am CM/Public Information & 4:00pm FC Leadership Academy (GSB, 3rd 7:00pm SURJ Mtg (Terranova's	20	21
22	23 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	24 9:00am Special Budget Workshop - Fund Account & Revenue Restrictions (Council Chambers) - Kendra Iannotti	25 9:00am R2CTPO Board Mtg (2570 West 11:45am Parkview Church Virtual 2:30pm Speak to the NJ Club Monthly Mtg	26 3:30pm FW: Southern Group / Palm Coast (Zoom) - Jason 4:00pm FC Leadership Academy (GSB, 3rd Floor) - Kendra	27	28 1:00pm SPEAK at the 10th Annual Pool Safety Day-INFORMATIONAL (Palm Coast Aquatics Center) -
29	30 Closed - Memorial Day 8:00am Memorial Day Ceremony (Heroes Memorial Park) - 8:30am Wkly Mayor/City Manager Mtg (Palm	31	Jun 1	2	3	4

June 2022

June 2022							July 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 29	30	31	Jun 1	2 10:00am NEFRC Town Center Presentation to the NEFRC (Jax) - Kendra Iannotti	3	4
5	6 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	7 6:00pm City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	8	9 3:30pm FW: Southern Group / Palm Coast (Zoom) - Jason DeLorenzo	10 8:40pm Movies in the Park-INFORMATIONAL (Central Park at Town Center) - Kendra Iannotti	11
12	13 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	14 9:00am City Council Workshop (City Hall, Community Wing - 9:00am Special Budget Workshop - Budget Prep Series Overview	15	16 10:00am CM/Public Information & Engagement Bi-Weekly Mtg (Palm 10:30am FCEF Take Stock	17	18
19	20 Closed-Juneteenth (Observed) 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City	21 9:00am City Council Business Mtg (City Hall, Community 5:00pm Food Truck Tuesday-INFORMATIONAL (Central Park at	22 9:00am R2CTPO Board Mtg (2570 West International Speedway Boulevard, Suite 100 Daytona Beach, FL	23 10:15am World's Largest Swim Lesson-INFORMATIONAL 3:30pm FW: Southern Group / Palm Coast (Zoom) - Jason	24	25
26	27 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	28 9:00am Special Budget Workshop - Council Priority & Update (Council Chambers) - Kendra Iannotti	29	30 10:00am CM/Public Information & Engagement Bi-Weekly Mtg (Palm Harbor Conference Room) - Kendra	Jul 1	2

9. **CITY COUNCIL MEMBERS ARE NOT IMMUNE FROM INCREASED COST OF LIVING.**

Council members suffer from the same economic conditions as all residents of Palm Coast without consideration for cost of living or other benefits to decrease the impact of inflation. The city does not accrue any benefits or grant any bonus for service by City Councilman.

10. **INCREASED COMPENSATION IS A LOGICAL BUSINESS DECISION.** My business career spans nearly 50 years across 62 countries. Workers that are paid below market work less and under-achieve. The laws of supply and demand support the theory that hiring employees possessing valuable credentials are scarce and more demanded. Their employment is usually dependent on market or better compensation being offered.

My research and conclusions on this matter openly and authentically reflect my genuine concern for meeting the growing needs of a prospering community. Palm Coast is best served by attracting the largest number of diverse and worthy candidates who fulfill their commitment to our community at the highest level. I know this discussion is most certainly contentious. But it absolutely should be decided with some consensus. Let's all talk and listen to each other.

David I Alfin
Mayor City of Palm Coast

ORDINANCE 2022-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the *City of Palm Coast Charter*, at Section 6(a) (Chapter 99-448, Law of Florida, as amended by Chapter 2002-339, *Laws of Florida*) provides, in pertinent part, that:

“The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.”

; and

WHEREAS, the demands upon the City Council of the City of Palm Coast result in a large amount of time to be devoted toward fulfilling responsibilities and duties to the City and such activities preclude these public officials from engaging in other activities and endeavors; and

WHEREAS, the City Council of the City of Palm Coast has reviewed the salaries of the mayors and city councils and commissions of various comparable municipalities located in the State of Florida along with the salaries of local officials in Flagler County and has concluded that the compensation of the Mayor and the Members of the City Council of the City of Palm Coast merit an adjustment and that the current compensation structure is disproportionate to the time

and effort required for such public service to the City of Palm Coast; and

WHEREAS, it is desirable, and in the public interest, to ensure that public officials are not required to have undue costs and financial burdens cast upon them as a result of public service and it is, further, recognized that some reasonable level of compensation to public officials will encourage those who might not otherwise be able to participate in local government to participate and expand the potential pool of candidates for City office; and

WHEREAS, all requirements of controlling State law and the provisions of the *City of Palm Coast Charter* have been complied with relative to the enactment of this Ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PALM COAST:

SECTION 1: LEGISLATIVE FINDINGS; COMPENSATION FOR MAYOR, AND MEMBERS OF THE CITY COUNCIL.

(a). It is necessary, serves a public purpose, and is in the best interest of the citizens of the City of Palm Coast, Florida, to modify the compensation of the Mayor and Members of the City Council of the City of Palm Coast as set forth in this Section. The findings set forth in the recitals (whereas clauses) to this Ordinance and hereby adopted as additional legislative findings.

(b). The Mayor of the City of Palm Coast, Florida shall receive the annual salary of ~~\$46,470.00~~ \$_____ payable in accordance with City pay periods for City employees.

(c). Each Member of the City Council of the City of Palm Coast, Florida, not serving as Mayor, shall receive the annual salary of ~~\$44,670.00~~ \$_____ payable in accordance with City pay periods for City employees.

SECTION 2. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder shall nevertheless be given full force and effect, and to this end, the provisions of this Ordinance are hereby declared severable.

SECTION 4. CODIFICATION. This Ordinance shall not be codified in the *Code of Ordinances of the City of Palm Coast* provided, however, that the Code codifier shall take the actions herein stated.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective the date of commencement of the terms of Members of the City Council elected at the next regularly scheduled election that follows the adoption of this Ordinance by at least six (6) months.

Approved on the **FIRST READING** this 5th day of April, 2022.

Adopted on the **SECOND READING AFTER DUE PUBLIC NOTICE AND HEARING** this ____ day of _____ 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

City of Palm Coast, Florida Agenda Item

Agenda Date: April 19, 2022

Department	PUBLIC WORKS	Amount	\$133,150.00
Division	FLEET	Account #	65010071-064000, 54019090-064000
Subject	RESOLUTION 2022-XX APPROVING FLEET PURCHASES OF (2) JLG T350 TOW-PRO BOOM LIFT, (1) HYDRAULIC EXCAVATOR, AND (1) TRAILER		
Presenter: Matt Mancill, Public Works Director			
Background :			
This item is for standard operations.			
<p>The City of Palm Coast Public Works Fleet Division has identified the need to purchase two (2) JLG T350 Tow-Pro Boom Lift and the Utility Distribution Division identified the need to purchase one (1) hydraulic excavator and one (1) trailer.</p> <p>The Fleet Division intended to purchase a Genie TZ-34 for the Parks & Recreation Department, which was approved in the 2022 budget (NE-2-22) for \$33,805. Staff has been advised the item will not be available until late 2023 or early 2024 due to availability issues. Staff conducted research and has located another manufacturer that can deliver a different brand in October of this year. The JLG T350 has specs that compare closely to the Genie and provides a cost savings of a few hundred dollars less. Staff will cancel the current PO # 20220010 for \$32,182 and replace it with the current quote for \$33,354. Staff would also request a second lift (asset number 1914) due to the one we currently own being totaled in an auto accident, we received \$25,000 from the insurance claim.</p> <p>The Utility Water Distribution Division desires to purchase (1) a new caterpillar 304 Hydraulic Excavator along with a new Town-master TC-14D Drop Deck Trailer. The Utility's Water Distribution Division is responsible for installing new water service meters and constructing water services at a rate of approximately 200 per month.</p> <p>This excavator will give the opportunity to be more productive excavating in areas that are normally done manually with a shovel. The excavator will be assigned to the third construction crew that responds to working in tight areas, heavily rooted areas, and situations where it is difficult to maneuver and where we have concerns of potentially damaging driveways. We have a backlog of post hydrants that need to be converted to blow-offs and using this equipment will allow for better productivity with less labor-intensive costs.</p>			
SOURCE OF FUNDS WORKSHEET FY 2022			
MACHINERY & EQUIPMENT OVER \$5K 65010071-064000			\$ 5,225,620.00
Total Expended/Encumbered to Date.....			5,116,070.78
Cancellation of PO 20220010.....			32,182.00
Current (WO/Contract).....			66,708.00
Balance.....			\$ 75,023.22

SOURCE OF FUNDS WORKSHEET FY 2022

Machinery & Equipment Over \$5K 54019090 064000	\$ 85,000.00
Total Expended/Encumbered to Date.....	17,820.00
Pending Work Orders/Contracts.....	0.00
Current (WO/Contract).....	66,442.00
Balance.....	\$ 738.00

Recommended Action :

ADOPT RESOLUTION 2022-XX APPROVING FLEET PURCHASES OF (2) JLG T350 TOW-PRO BOOM LIFT, (1) HYDRAULIC EXCAVATOR, AND (1) TRAILER

RESOLUTION 2022-____
FLEET PURCHASES FROM
KELLY TRACTOR CO. AND RING POWER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PURCHASE OF TWO (2) JLG T350 TOW-PRO BOOM LIFT, ONE (1) HYDRAULIC EXCAVATOR, AND ONE (1) TRAILER AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to purchase two (2) JLG T350 Tow-Pro Boom Lift, one (1) Hydraulic Excavator, and one (1) Trailer; and

WHEREAS, Kelly Tractor Co. desires to sell two JLG T350 Tow-Pro Boom Lifts and Ring Power Corporation desires to sell the Hydraulic Excavator and Trailer to the City of Palm Coast.

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

SECTION 1. APPROVAL TO PURCHASE. The City Council of the City of Palm Coast hereby approves the purchase of two (2) JLG T350 Tow-Pro Boom Lifts from Kelly Tractor Co., one (1) Hydraulic Excavator, and (1) Trailer from Ring Power.

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 19th day of April 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment – Quotes from Kelly Tractor and Quotes from Ring Power Corporation



Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
 City of Palm Coast

3/28/2022

(1) NEW CATERPILLAR 304 HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association
 Bid # FSA20-EQU18.0
 Item # 90, Hydraulic Mini Excavator - 7,105 LB Operating Weight and Options
 Contract Dates: October 1, 2021 Through September 30, 2022

BASE MACHINE

BASE	Caterpillar 303E CR Per Sheriff's Contract Specifications	\$41,858
610-5465	Upgrade to 304 CFG14, Cab, Base Machine Only	<u>\$11,888</u>
TOTAL OF BASE MACHINE		\$53,746

NON-SPECIFIED OPTIONS

577-9914	304 07A MINI EXCAVATOR	INCL
611-2419	ENGINE, EPA TIER 4 FINAL	INCL
595-9912	HYDRAULIC OIL	INCL
579-8852	ALARM, TRAVEL	INCL
579-8858	ELECTRICAL ARR, C1.7 HRC	INCL
584-4307	LINKAGE BUCKET W/LIFTING EYE	INCL
542-6690	CAB, WITH HEAT AND A/C	INCL
542-6668	BOOM, SWING	INCL
600-4380	HOLDER, GREASE GUN	INCL
557-1713	SOFTWARE, CODED START	INCL
557-1709	SOFTWARE, PROPORTIONAL CONTROL	INCL
557-1711	SOFTWARE, 2 WAY CONTROL	INCL
557-1710	SOFTWARE, STICK STEER CONTROL	INCL
596-7602	STICK, LONG, WITH 1ST AUX	NC
542-6682	LINES, BOOM	NC
584-3655	LINES, STICK	NC

542-6699	TRACK, 14", RUBBER BELT	NC
579-8867	LIGHTS, STANDARD	NC
510-6085	BELT, SEAT, 3" RETRACTABLE	NC
579-8875	MONITOR NEXT GEN, NO CAMERA	NC
579-8873	INTEGRATED RADIO	\$426
579-8887	PRODUCT LINK, CELLULAR PL243	NC
522-6460	CAT KEY, WITH PASSCODE OPTION	NC
586-1368	COUNTERWEIGHT, STANDARD	NC
597-0752	BLADE, STD, BOCE	NC
595-7029	INSTRUCTIONS, ANSI	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
428-7870	MIRROR, CAB, RIGHT	\$46
	SUB TOTAL	\$472
	LESS 20% SHERIFF'S CONTRACT DISCOUNT	(\$94)
TOTAL OF NON-SPECIFIED OPTIONS		\$378

CAT WORK TOOLS

464-9904	BUCKET-HD, 24", 4.2 FT3, 3T	\$1,229
	LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT	(\$147)
TOTAL OF CAT WORK TOOLS		\$1,082

WARRANTY

	24 MONTH NEW MACHINE WARRANTY	INCL
	48 MONTH / 5000 HOUR POWERTRAIN	\$280

TOTAL TRANSACTION PRICE		\$55,485
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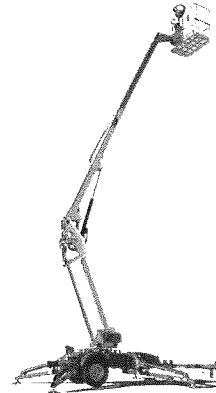
Best regards,

Shaun Mitchell
Sales Representative
Ring Power Corporation



Kelly Tractor Co.
 Serving the Industry Since 1933
 ktrcat@kellytractor.com
 www.kellytractor.com

March 22, 2022
 City of Palm Coast



REF: Florida Sheriff's Association Contract quote.
Term: October 1, 2020 – September 30, 2023
Contract: FSA20-EQU18.0, Heavy Equipment
Group: LIFT: Scissor Lift - Self Propelled
Item: 144, JLG T350 Towable Boom Lift

JLG T350 Tow-Pro® Boom Lift

- **Horizontal Outreach:** 20 ft 2 in
- **Platform Capacity:** 500 lb
- **Platform Height:** 34 ft 5 in.

STANDARD FEATURES

- Telescopic Upper Boom
- Platform, Side Entry: 30 x 48 in.
- Proportional Controls
- 110V-AC Receptacle in the Platform
- Auto-Leveling Hydraulic Outriggers
- Motion Alarm
- Tilt Alarm/Indicator Light
- Hourmeter
- Batteries 4 x 6V 220 amp-hr
- Parking Brake
- 2 in. Hitch with Adjustable Height Coupler
- Standard Air and Water Lines to Platform
- 205/75 R14 Pneumatic Tires
- Tongue Weight 242 lb

Base Price JLG ES1932	\$ 13,217
Upgrade Model Option JLG T350	<u>\$ 19,682</u>
JLG T350 Contract Price	\$ 32,899
Amber Beacon (List Price)	\$ 535
Less 15% Contract Discount	<u>\$ -80</u>
Quote Total	\$33,354

Pricing includes delivery.
 Thank you for consideration of our product. Quote is valid for thirty days.
 Greg Bennett
 Governmental Sales
 (305) 592-5360 office
 (786) 229-7037 cell
 (305) 477-2024 fax
greg_bennett@kellytractor.com
www.kellytractor.com/governmental

Miami
 8255 NW 58 St
 Miami, FL 33166
 (305) 592-5360
 FAX (305) 477-2024

Davie
 2801 Reese Rd
 Davie, FL 33314
 (954) 581-8181
 FAX (954) 581-6464

West Palm Beach
 5460 Okeechobee Blvd
 West Palm Beach, FL 33417
 (561) 683-1231
 FAX (561) 683-4591

Clewiston
 801 E Sugarland Hwy
 Clewiston, FL 33440
 (863) 983-8177
 FAX (863) 902-1000

Naples
 3636 Prospect Ave
 Naples FL 34104
 (239) 403-3636
 FAX (239) 403-7510

Ft Myers
 9651 Kelly Tractor Dr
 Ft Myers, FL 33905
 (239) 693-9233
 FAX (239) 693-8876

Orlando (Cranes Only)
 17300 E Colonial Dr
 Orlando, FL 32820
 (407) 568-8055
 FAX (407) 568-7701



Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
 City of Palm Coast

3/28/2022

(1) NEW TOWMASTER TC-14D DROP DECK TRAILER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0, Heavy Equipment
Item # 439, Deck Over Flatbed Trailer 16,000 LB GVWR
Contract Effective Dates: October 1, 2021 Through September 30, 2022

CONTRACT PRICING

Base	Towmaster TC-16 as Specified in Contract	\$22,280
TC-14D	Downgrade to TC-14D, w/ 20' Deck Base Trailer Only	(\$8,437)
TOTAL OF CONTRACT PRICING		\$13,843

NON-SPECIFIED OPTIONS

18' DECK LENGTH	(\$695)
2" NOMINAL OAK WOOD DECK	INCL
102" OVERALL WIDTH, 82" FENDER ID	INCL
(2) 7K TORFLEX NON-EZ LUBE AXLES	INCL
ELECTRIC BRAKES	INCL
(4) 235/85Rx16 (F) TIRES	INCL
WHITE MOD WHEELS	INCL
SINGLE 12k DROP LEG JACK	INCL
LED LIGHTS	INCL
7 POLE ROUND PLUG	INCL
3" PINTLE RING HITCH	INCL
(2) 5' CLEATED STYLE RAMPS	INCL
SPRING ASSIST RAMP KIT	\$80
RAMP COLOR: EQUIPMENT RED	INCL
TRAILER COLOR: EQUIPMENT BLACK	INCL
(8) BENT FLAT BAR TIE DOWNS	INCL
TOOLBOX LID	\$125

DARK STAIN ON DECK BOARDS	<u>\$125</u>
SUB TOTAL	(\$365)
LESS 3% SHERIFF'S CONTRACT DISCOUNT	<u>\$11</u>
TOTAL OF NON-SPECIFIED OPTIONS	(\$354)

SUBTOTAL	\$13,489
LESS ONE TIME ADDITIONAL DISCOUNT	(\$2,532)
TOTAL TRANSACTION PRICE	\$10,957

Best regards

Shaun Mitchell
Sales Representative
Ring Power Corporation

City of Palm Coast, Florida Agenda Item

Agenda Date: April 19, 2022

Department	PUBLIC WORKS	Amount	\$ Over 50,000.00
Division	FACILITIES	Account #	
Subject	RESOLUTION 2022-XX APPROVING THE PIGGYBACK OF NJPA/SOURCEWELL, STATE OF MINNESOTA CONTRACT #070121 WITH JOHNSON CONTROLS FOR THE PURCHASING OF EQUIPMENT, PARTS, INSTALLATION AND SERVICE FOR THE CITY'S HVAC AND BUILDING AUTOMATION SYSTEMS		
Presenter : Matt Mancill, Public Works Director			
<p>Background: This item is for standard operations.</p> <p>The City of Palm Coast Public Works Facilities Division is seeking authorization to Piggyback the NJPA/Sourcewell, State of Minnesota Contract #070121 with Johnson Controls Inc., for the purchasing of equipment, parts, installation, and services related to Citywide HVAC and building automation systems. The use of this contract will allow us to take advantage of exclusive and competitive pricing for the purchase of HVAC equipment, parts, and service required for the day to day operation of the City's HVAC systems.</p> <p>By Piggybacking the NJPA/Sourcewell contract awarded to Johnson Controls Inc., the department can immediately leverage the competitively awarded contract prices without the need to go out for a time-consuming formal bid, wait for the bids to come back, and abstract the bids. Using the piggybacked contract, we can save a significant amount of time compared to the typically lengthy process while still leveraging the best value of a competitively awarded agreement.</p> <p>For Fiscal year 2022, staff budgeted \$30,000 - For maintenance, equipment, parts, and service on an as-needed basis relating to mechanical components and \$50,000 – For parts and service on an as-needed basis for HVAC Controls.</p> <p>Spending under the renewal terms of this piggyback will be within the amount appropriated in the approved budget.</p> <p>City staff is recommending the awarding of this contract to support and leverage the City's financial strengths while ensuring the City remains committed to fiscal responsibility in delivering value-added services to residents and businesses.</p>			

The Fiscal Year 2022 Budget includes available funding appropriated by City Council for the services listed in this Agreement. This contract will also be available for other departments to utilize as well.

SOURCE OF FUNDS WORKSHEET FY 2022

FAC Other Contractual Svcs 65035012-34000	\$578,025.00
Total Expended/Encumbered to Date.....	381,226.89
Pending Work Orders/Contracts.....	0.00
Current (WO/Contract).....	30,000.00
Balance	\$166,798.11

Recommended Action :

ADOPT RESOLUTION 2022-XX APPROVING THE PIGGYBACK OF NJPA/SOURCEWELL STATE OF MINNESOTA CONTRACT #070121 WITH JOHNSON CONTROLS FOR THE PURCHASING OF EQUIPMENT, PARTS, INSTALLATION AND SERVICE FOR THE CITY'S HVAC AND BUILDING AUTOMATION SYSTEMS

RESOLUTION 2022 - _____
CITYWIDE HVAC SYSTEMS AND RELATED SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING THE PIGGYBACK OF NJPA/SOURCEWELL, STATE OF MINNESOTA CONTRACT #070121 WITH JOHNSON CONTROL INC., FOR HVAC SYSTEMS AND RELATED SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Johnson Controls Inc., has expressed a desire to provide HVAC Systems and related services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the NJPA Sourcewell, State of Minnesota contract#070121 with Johnson Controls Inc., for HVAC Systems and related services.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the NJPA Sourcewell, State of Minnesota contract #070121 with Johnson Controls Inc., for HVAC Systems and related services, 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 necessary documents.

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 19th day of April 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit "A" - Engagement Letter



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Johnson Controls, Inc.

Bid/Contract Ref # RFP #070121 (Effective date of 10/14/2021)

Agency Name: Sourcewell, State of Minnesota

Contract Type: Piggyback - HVAC Systems and Related Services

Contract Value Over \$50K

Resolution # 2022-

City Council Approval Date: _____

Contract Term End Date August 12, 2025

Renewable Y/N Yes

If yes # and length of renewals: _____ One (1) each One (1) year Renewal Option

City's Project Manager(s) Del McMillen

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcewell Agreement for HVAC Systems and Related Services, as needed. Includes JCI Planned Services as proposed in Estimate 1-1GPAODB1.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

City Manager _____

Date: _____

Vendor Name and Email Tom Staves, Cooperative Program Manager thomas.staves@jci.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Johnson Controls, Inc.
Tom Staves, Cooperative Program Manager
5757 North Green Bay Avenue
Milwaukee, WI 53029

RE: Engagement Letter Authorizing Piggyback

Contract for HVAC Systems and Related Services and Planned Services (Estimate 1-1GPAODB1)

Contract Name

Sourcewell, State of Minnesota RFP #070121

Contract Reference

Dear Tom,

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: City Manager

Date: _____

JOHNSON CONTROLS, INC.

By: Corneilus White
(Authorized Signatory)

Print Name: Corneilus White

Title: HVAC Service Manager

Date: Mar 1, 2022 | 11:50 AM EST



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

SUPPLIER

By: _____

Print: Denise Bevan

Title: City Manager

Date: _____

DocuSigned by:
Corneilus White
(Authorized Corporate Officer)
5E3F3929D801423
Print Name: Corneilus White
Title: HVAC Service Manager
Date: Mar 1, 2022 | 11:50 AM EST

In Process

**Solicitation Number: RFP #070121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship for a period of one year for Equipment and Products and ninety days for Services. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

6. *Digital & Intellectual Property.* Use, implementation, and deployment of software and hosted software products proprietary to Supplier (“Software”) shall be subject to, and governed by, Supplier’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Johnson Controls, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Jeremy L Rainwater
DD49E8F7B6E24C5...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

By: _____
Jeremy L. Rainwater
Title: VP & GM HVAC and Controls North America

10/7/2021 | 8:54 PM CDT
Date: _____

10/14/2021 | 5:51 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

10/14/2021 | 5:53 PM CDT
Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name: Johnson Controls, Inc.
Does your company conduct business under any other name? If yes, please state: MD
Address: PO Box 246
Chesapeake City, Maryland 21915
Contact: Tom Staves
Email: thomas.staves@jci.com
Phone: 443-676-8813
Fax: 443-676-8813
HST#: 39-0380010

Submission Details

Created On: Thursday June 03, 2021 10:17:10
Submitted On: Thursday July 01, 2021 10:19:53
Submitted By: Tom Staves
Email: thomas.staves@jci.com
Transaction #: 3a12fdca-b2a1-4826-b500-969a9b2c8b16
Submitter's IP Address: 104.129.195.1

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	Johnson Controls Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Johnson Controls Canada, LP Johnson Controls Security Solutions
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Johnson Controls does not have any applicable assumed names. Johnson Controls, Inc. has previously operated under two (2) former names: 1. Johnson Service Company from July 10, 1902 to November 11, 1974 2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902
4	Proposer Physical Address:	5757 North Green Bay Avenue Milwaukee, WI 53209
5	Proposer website address (or addresses):	www.JohnsonControls.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeremy L Rainwater, VP & GM HVAC and Controls North America 5757 North Green Bay Avenue Milwaukee, WI 53209 jeremy.l.rainwater@jci.com 414-524-1200
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCI.com 443-676-8813
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Pergande, Director Commercial Optimization 5757 North Green Bay Avenue Milwaukee, WI 53209 Andrew.Pergande@jci.com 414 524 6937

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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In Process

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities.</p> <p>Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over \$30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire.</p> <p>Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983.</p> <p>Core Values, Business Philosophy Johnson Controls Values: INTEGRITY FIRST: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make. PURPOSE LED: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment. CUSTOMER DRIVEN: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions. FUTURE FOCUSED: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next.' ONE TEAM: We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward.</p> <p>Industry Longevity Related To The Requested Equipment: Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms.</p> <p>Products Or Services Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons: - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime. - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation. - Customized service plans to meet any customer's needs.</p> <p>Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.</p>
10	What are your company's expectations in the event of an award?	Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of \$22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with \$10 billion in assets against \$8.2 billion in total liabilities. Total shareholders' equity was \$17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters
12	What is your US market share for the solutions that you are proposing?	<p>Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services:</p> <ul style="list-style-type: none"> - Energy Saving Performance Contracting: 14% - P3: 36% - Service and Maintenance: 3% <p>These values include both the US and Canada.</p>
13	What is your Canadian market share for the solutions that you are proposing?	See answer to question 12.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Johnson Controls has never petitioned for bankruptcy protection.
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities.</p> <p>In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area.</p> <p>To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards.</p> <p>Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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In Process

<p>18</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples.</p> <p>SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY 2019 World's Most Ethical Company 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine 100 Best Corporate Citizens, 2019 Transparency and social responsibility, since 2006 Corporate Responsibility Magazine 2019 Best Corporate Citizens Community involvement, environmental impact, and fair employee treatment. Forbes Magazine Change the World, 2018 Companies that are doing well by doing good Fortune Magazine AAA Rating Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200 Biggest public companies ranked by green energy revenues Corporate Knights and As You Sow Energy Star Most Efficient 2020 Most efficient products Energy Star Environmental Leader Project of the Year For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy Environmental Leader and Energy Manager Today Environment + Energy Leader 100 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today</p> <p>INNOVATION Johnson Controls Top 100 Global Innovators, 5-time winner Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020 Clarivate Analytics Overall IoT Company of the Year, 2020 Top companies, technologies, and products in the global Internet of Things (IoT) market IoT Breakthrough Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award</p> <p>QUALITY / PRODUCTS Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. Humanitarian Award, 2019 Fire Commissioner's Humanitarian Award Fire Department of the City of New York Foundation Sustainability Product of the Year The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice. The Business Intelligence Group Edison Award Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category The Edison Awards annually honor excellence in human-centered design and innovation Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers Brandon Hall Group YORK® YHAU CGN Absorption Chiller – Heater Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential New Products for Engineers 2018 IW Best Plants Winner, Norman OK plant Operational excellence Industry Week Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement Association of Briefing Program Managers Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award</p> <p>WORKFORCE DIVERSITY Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award Commitment to creating a diverse and inclusive workforce African American Chamber of Commerce Top 50 Employers for Women Engineers, 2019 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women Women Engineer 50 Best Companies for Diversity Dec. 2018 Black Enterprise Magazine Top Employer – China, 2019 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees Top Employers Institute, China 2019 Best of the Best for U.S. Veterans Top Veteran-Friendly Companies U.S. Veteran's Magazine 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.</p>
<p>19</p>	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>26%</p>
<p>20</p>	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>18%</p>
<p>21</p>	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>NCPA - \$3,865,224 TIPS - \$2,281,196 NASPO - \$6,036,765 OMNIA - \$1,500,000 (1st yr of agreement)</p>

22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - 084 190CA \$11,680,149 GSA-03FAC 0060P \$5,131,971
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Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Brainerd Public Schools	Earl Wolleat	218-454-6906 earl.wolleat@isd181.org
Castlewood School District	Dawn Wiersma	605-793-2351 dawn.wiersma@k12.sd.us
Watertown School District	Heidi Clausen	605-882-6314 heidi.clausen@k12.sd.us
Fort Bend County	Taral Patel	281-341-8608 taral.patel@fortbendcountytexas.gov
Marshall County	Roger Haugtvedt	218-745-4951 rodger.haugtvedt@co.marshall.mn.us

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Western Regional Integrated Health Authority	Government	NL - Newfoundland and Labrador	P3, service, controls	\$322.00 – \$109,274,268.00	\$109.3M
Corvias Group - Public Housing	Government	Florida - FL	Work for this entity took place in multiple states. Performance Contracting infrastructure improvements	\$61,531 – \$43,968,914	\$97M
CUNY - The City University of New York	Education	New York - NY	Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades	\$5,620 – \$24,724,109	\$35.9M
City of Toledo	Government	Ohio - OH	Performance Contract, various HVAC upgrades, automated meters, controls, service	\$334 - \$75,390,135	\$75.9M
School District of Philadelphia	Education	Pennsylvania - PA	Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades	\$3,986 - \$24,000,000	\$64.4M

In Process

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.
26	Dealer network or other distribution methods.	Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.
27	Service force.	As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Johnson Controls service team provides emergency and/or call-as-needed service. Dispatched through our 24-hour operation center, professional tradesmen and technicians are available whenever and wherever needed. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue.</p> <p>We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week.</p> <p>In addition to the service required, our technicians will suggest ways to improve conditions, as well as alternate methods of operations. If needed, they will contact other specialists to assist with the issues at hand and provide you with written documentation.</p> <p>Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window.</p> <p>We deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service any competitive brand of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems. When it comes to servicing HVAC equipment or controls systems, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to the community of a local service provider.</p> <p>The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings.</p> <p>Our service branches are certified to service a wide range of facility infrastructures including the following:</p> <ul style="list-style-type: none"> Building automation control systems Chiller and refrigeration equipment Boilers and associated heating systems Air handling equipment and large fans Hydronic equipment including pumps and cooling towers Pneumatic air systems (control and process) Fire alarm systems Security and card access control systems Low and high voltage electrical systems Packaged rooftop units and unitary heat/cooling equipment <p>Maintenance</p> <p>In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way.</p> <p>We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy.</p> <p>Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred.</p> <p>Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p>
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than \$550 million in performance contract projects across Canada, which represents over \$600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients:</p> <p>Ms. Mary Beth Alexander - Business Development Mgr. Ms. Melanie LeClair - Business Development Mgr. Ms. Hayley Nitschke - Marketing</p> <p>The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com.</p> <ul style="list-style-type: none"> • Update our existing customer database files for known Sourcewell members • Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell) • Conduct Emailer campaigns • We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend. • All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives. • Will promote via newsletter and corporate announcement
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection.</p> <p>Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers.</p> <p>We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission.</p> <p>To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following:</p> <ul style="list-style-type: none"> Define current maintenance and operating procedures Define required maintenance and operating procedures required for new equipment Review training options with plant engineering and maintenance Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.) Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application Record each session for future use by staff On a regular basis, repeat and redesign new needs and re-establish competency on old ones <p>Johnson Controls Institute</p> <p>Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute.</p> <p>Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at www.johnsoncontrols.com.</p> <p>Packaged Training Programs</p> <p>We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute.</p> <p>The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed.</p> <p>Branch and On-Site Instruction</p> <p>Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations.</p> <p>Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.</p>

39	Describe any technological advances that your proposed products or services offer.	<p>Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more.</p> <p>One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance.</p> <p>This technology gives our team 24/7 read-only access to chiller operational data remotely via our iPhones and desktop computers to maximize uptime, help you manage costs, and make informed decisions about your equipment.</p> <p>Connected Services will notify Johnson Controls personnel if the York chillers are not operating properly. Additionally, it allows our technicians direct access to the Johnson Controls internal intranet for access to all York chiller application data, service manuals and bulletins, parts manuals, and direct access to the York Factory Engineering team.</p> <p>This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.</p>
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources.</p> <p>Our Objectives Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind:</p> <ul style="list-style-type: none"> • Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services. • Fostering a culture of sustainability that engages and attracts people who want to make a difference. • Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain. • Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact. • Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making. <p>Our Accomplishments Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years.</p> <p>2020 World's Most Ethical Company. Our 13th year in a row to be so recognized—a record only 7 companies worldwide have ever achieved.</p> <p>100 Best Corporate Citizens, 2020. We achieved the rank of #3 in our category and #18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking.</p> <p>MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA.</p> <p>S&P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well.</p> <p>Here are just some of the reasons why we've received this recognition:</p> <ul style="list-style-type: none"> • From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent. • Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. • We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.</p>
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than \$22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions.</p> <p>Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks.</p> <p>Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.</p>

<p>43</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America.</p> <p>Unparalleled Experience</p> <p>By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over \$6 billion in performance-based guarantees through approximately 615 projects across North America.</p> <p>This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies.</p> <p>We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled \$37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the "World's Most Ethical Companies" by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list.</p> <p>Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require.</p> <p>We Are Where You Are</p> <p>Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve.</p> <p>Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCO) has a similar network.</p> <p>By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work.</p> <p>Flexibility and Consistency</p> <p>Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers.</p> <p>With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner.</p> <p>Safety</p> <p>At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide.</p> <p>Compared to the industry averages for Total Recordable Injury Rate (TRIR) and Lost Time Injury Rate (LTIR), Johnson Controls is leading the way in safety. In fact, our current safety record surpasses the published future safety goals of most industrial leaders.</p> <p>Commitment to Diversity</p> <p>For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace.</p> <p>We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls' outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses.</p> <p>Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than \$1 billion annually with minority- and women-owned businesses.</p> <p>Commitment to Sustainability</p> <p>Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site.</p> <p>Since 2002, we have publicly reported various sustainability data, including safety, and environmental metrics. We published our first annual Business and Sustainability Report in 2003, which details our performance in accordance with the Global Reporting Initiative (GRI) guidelines – the most widely accepted global standard for reporting corporate responsibility. Our 2015 Sustainability Report is available for you to view online at: http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability-report/environmental-leadership</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components
49	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.
50	Describe any service contract options for the items included in your proposal.	<p>Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way.</p> <p>We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy.</p> <p>Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred.</p> <p>Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service.</p> <p>Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure.</p> <p>Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.</p>

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
51	Describe any performance standards or guarantees that apply to your services	<p>Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard.</p> <p>This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction.</p> <p>Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals.</p> <p>Our Performance Infrastructure team provides guarantees for our Performance Contracting projects.</p> <p>For a Performance Contract, Johnson Controls guarantees the savings amount in the contract.</p> <ul style="list-style-type: none"> - We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance. - We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&V plan). - If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services. - We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods?	Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.
54	Describe any leasing or financing options available for use by educational or governmental entities.	It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities. Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include: Direct Purchase Fair Market Value (FMV) Purchase Option 10% Purchase Option
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in Salesforce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept P-card procurement and payment, and we do not pass on any fees to the customer.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent. Labor Rates For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually. Equipment, Controls, and Solutions For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized. For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost. HVAC Specialty Air Quality Products are custom built, so pricing will vary For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We supply these items at cost + 30%.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Proficiency and Risk (PR) Fee: Due to unforeseen conditions and or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%. In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included, as is disposal.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details.</p> <p>Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response.</p> <p>HVAC System Design, Installation, and Service HVAC Systems: - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs - Inefficient air handling unit replacement - HVAC system redesign - Variable frequency drives - Heat recovery systems - Low leakage air dampers - Variable air volume systems - Inlet vanes for centrifugal fan - Demand control ventilation - Exhaust fans - Fan coil units - Motor replacement - Unit heaters/ventilators - Computer room unit optimization - Four-pipe system to two-pipe system - Variable volume system upgrades - System recommissioning - Duct Free Mini Split Systems - Invertors - Pumps - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration - Rooftop units - Heat pumps - PTACs - Water source heat pumps - Air Terminal Devices and Heating Products - Lighting systems-disinfectant lighting (UVC light tech) for air handlers</p> <p>Cooling Systems: - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers - Chiller replacements - Gas fire centrifugal chillers - Low load chiller - CFC containment conversions - Tower free cooling - Commercial refrigeration</p>

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:

- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab fume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:

- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting

- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue

Building Systems

- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems

- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems

- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings

- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings

- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion

- OpenBlue Clean Air
- OpenBlue Location Manager
- OpenBlue Enterprise Management
- OpenBlue Digital Twin
- OpenBlue Secure
- OpenBlue Tailored Services Suite

Smart City Programs

In Process

- Traffic analysis
- Security Cameras
- Proximity Sensors
- Pedestrian Counters
- Digital signage and speakers
- Gunshot detection

Utility Meters

- Water Meters
- Electric Meters
- Utility billing analysis
- Utility rate improvements
- Meter consolidation
- Electric power factor correction
- Automatic Meter Reading (AMR)
- Advanced Metering Infrastructure (AMI) technology – Full scale implementation
- Meter accuracy improvements
- Meter typing & sizing upgrades
- Automatic leak detection system
- Customer web portal
- SCADA upgrades

Distribution Systems and Cogeneration Plants

- Central Utility Plants
- Cogeneration/CHP Systems
- Central cooling plant

Lighting Systems

- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
- Interior Lighting:
 - o Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
 - o CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
 - o High Bay Fixtures: New LED fixtures
- Exterior Lighting:
 - o Building Mounted: Wall packs, floods, canopy
 - o Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
- Lighting Controls:
 - o Room based controls: occupancy sensors, Photocell sensors
 - o Stand-alone Networked controls
 - o Integrated Networked controls with BAS
 - o Smart City controls
- Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
 - o Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
 - o High light levels and high CCTs at midday (up to 10,000 K)
 - o Low light levels and low CCTs during evening
 - o Extremely low light levels and a medium CCT under moonlight
- Smart Building-Wide Lighting Control
- Building Automation System Integration
- Business Optimization

Building Envelope Systems

- Window glazing
- Tinted window film
- Energy efficient windows
- Window and door weather stripping and caulking
- Revolving doors
- Air curtains
- Automatic door closers
- Roofing
- Insulate walls, roof, floor, soffit
- Caulk pipe penetrations
- Seal ceiling to roof gap
- Solar radiation reduction
- Reflective coating to roof
- Weatherproofing

Water and Sewage Systems

Water Conservation

- Retrofit flush valves, showerheads, faucets, toilets
- Automated water systems
- Cooling tower retrofits
- Ice machine upgrades
- High efficiency domestic water heaters
- Waste heat recovery

Water Supply/Treatment/Distribution

- Raw water pumping
- High service pumps
- Backwash water pumps (filtration plants)
- Water control systems
- Plumbing systems
- Irrigation systems
- Domestic water
- Rain water harvesting

Wastewater Collection and Treatment

- Wastewater lift pumps
- Aeration system improvements (diffusers, controls, blowers)
- Digester gas to energy projects
- Digester improvements

Flood Control

- Flood control systems
- Flood monitoring systems
- Integrated traffic control and monitoring systems

Renewable Energy Systems

- Solar photovoltaic
- Wind turbines

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls

- Distributed Energy Storage
- Battery Power Stationary Storage
- Energy Storage System - In-Building
- Modular Container Distributed Energy Storage System
- Thermal Energy Storage Systems
- Ice Storage

- Sewer Heat Recovery
- Waste Heat Recovery and Urban Biogas Utilization

- Microgrids

- Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations

- Pool Systems/Environment and Recreational Spaces
- Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems

- Service and Maintenance

- Public Relations

- Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection

- Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler

- Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

In process

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> - Renewable Technologies - Indoor Air Quality - Lighting Systems - Energy Efficiency - Greenhouse Gas Reduction - Smart Building Technologies - Smart City Technologies - Artificial Intelligence - Security - Connected Technologies - Energy Storage - Microgrids - HVAC Equipment - Controls - Building Automation Systems - Energy Management Systems - Operational Intelligence and Asset Management - Fire alarm and suppression - Security - Extinguishers - Sprinkler - Mass Notification - Special Hazard
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	<input checked="" type="radio"/> Yes <input type="radio"/> No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

In Process

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
- [Financial Strength and Stability](#) - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 [Marketing Plan/Samples](#) - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
- [Standard Transaction Document Samples](#) - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
- [Upload Additional Document](#) - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	<input checked="" type="checkbox"/>	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	<input checked="" type="checkbox"/>	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	<input checked="" type="checkbox"/>	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	<input checked="" type="checkbox"/>	1

Johnson Controls planned service proposal

Prepared for PALM COAST CITY HALL

Customer
PALM COAST CITY HALL

Local Johnson Controls Office
4820 EXECUTIVE PARK CT STE 109
JACKSONVILLE, FL 32216-6003

Agreement Start Date:
05/01/2022

Proposal Date
02/16/2022

Estimate No:
1-1GPAODB1



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Johnson Controls **Planned Service Proposal**
Prepared for PALM COAST CITY HALL

Executive summary

Pricing is in accordance with Sourcewell Contract # 070121-JHN

Planned Service Agreement to be 3-year premium contract with options to extend in years 4 and 5, per customer request. To accommodate this request, for 5 years of guaranteed pricing, JCI to offer 5-year service agreement with exit clause*, summarized: Customer to cancel at least 90 days prior to annual contract renewal, for any reason, will not face penalty for cancellation.

Multiyear pricing allows customer to lock in rates and take advantage of current promotion, Metasys subscription service, where customer prepays in the first year for 3 years of software updates, at a reduced rate when compared to annual subscription (see below).

SERVICE YEAR	3 YEAR SUBSCRIPTION	YEARLY SUBSCRIPTION
1	72,557	63,575
2	61,249	68,662
3	66,149	74,155
SUM 3 YEAR	199,955	206,392
(OPTIONAL) 4	76,631	77,872
(OPTIONAL) 5	81,996	83,324
SUM 5 YEAR	358,582	367,588

Premium coverage will apply as soon as the server is upgraded to Metasys 11, and a PO is issued. Premium coverage, but not extended service, apply to this proposal; see below.

BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement).

If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

*Exit clause copied from terms and termination

The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI

Johnson Controls Planned Service Proposal
Prepared for PALM COAST CITY HALL

Planned service proposal for PALM COAST CITY HALL

Dear Del,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years starting 05/01/2022 and ending 04/30/2025; two optional renewal years starting 05/01/2027 and ending 04/30/2027.
- The agreement price for first year is \$72,557.22; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Dominic Wildsmith
Associate Sales Engineer
(904) 612-3629

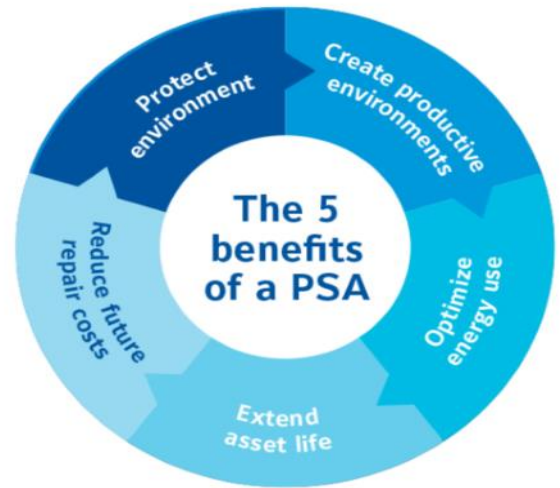
The power behind your mission

Johnson Controls **Planned Service Proposal** Prepared for PALM COAST CITY HALL

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:



1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

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Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Historical Control Validation

We will review trend logs and look for intermittent or recurring control issues. This can help identify energy saving opportunities and maintain productive environments.

Install Updates supplied with Software Subscription

Our expert technicians will install software upgrades (supplied separately) to keep your system up-to-date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

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Sensor Calibration (All)

Our expert technicians will field calibrate all sensors associated with the controller. This can help identify energy saving opportunities and maintain productive environments.

Standard Graphic Data Validation

Our expert technicians will help you manage your graphics and system summaries to help you get the most out of the capabilities of your system. Through different enhancements and modifications over time, points that are bound to graphics can become “unbound” or unreliable resulting in less than optimal operations.

User View Point Validation

Our expert technicians will help you manage your user to help you get the most out of the capabilities of your system. User Views allow site specific navigation aids to make operations personnel more efficient as they use the Metasys system. This validation will streamline the user experience.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

In Process

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Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

In Process

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Planned Service Agreement

Customer Name : PALM COAST CITY HALL
Address: 160 LAKE AVE PALM COAST, FL 32164-2400
Proposal Date: 02/16/2022
Estimate #: 1-1GPAODB1

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 05/01/2022 and will continue until 04/30/2027 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

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Schedule A - Equipment List: CONTROLS

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1	Services Provided
Coverage Level: Premium	1 ADS Site Dir Software Subscriptio 3-year (up to 4 engines) - Subscription Only
Year to Be Inactivated: Year 2	
<u>Customer Tag</u>	<u>Manufacturer</u> <u>Model #</u> <u>Serial #</u>

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1	Services Provided
Coverage Level: Premium	1 ADS Site Dir Software Subscriptio 1-year (up to 4 engines) - Subscription Only
Year to Be Activated: Year 4	
<u>Customer Tag</u>	<u>Manufacturer</u> <u>Model #</u> <u>Serial #</u>

Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls 0-25000 points

Quantity: 2	Services Provided
Coverage Level: Premium	1 Operational 1 User View Point Validation (up to 250 objects) 1 Standard Graphic Data Validation (up to 20 graphics)
<u>Customer Tag</u>	<u>Manufacturer</u> <u>Model #</u> <u>Serial #</u>

Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Control 0-20 points

Quantity: 5	Services Provided
Coverage Level: Premium	1 Operational 1 Comprehensive 1 Historical Control Validation 1 Sensor Calibration (All)
<u>Customer Tag</u>	<u>Manufacturer</u> <u>Model #</u> <u>Serial #</u>

Product: Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points

Quantity: 1	Services Provided
Coverage Level: Premium	1 Operational

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		1	Comprehensive
		1	Historical Control Validation
		1	Sensor Calibration (All)
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Controls (Controller/End Devices), Generic Input/Output, Johnson Controls, 0-20 points

Quantity: 8		Services Provided	
Coverage Level: Premium		1	Operational
		1	Comprehensive
		1	Sensor Calibration (All)
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1		Services Provided	
Coverage Level: Premium		1	Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Quantity: 85		Services Provided	
Coverage Level: Premium		2	Operational
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Schedule A - Equipment List: MECHANICAL

Product: Pump, Chilled Water, 11-50 HP

Quantity: 2		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

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Product: Pump, Variable Frequency Drive (VFD), 15-30 HP			
Quantity: 2		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Air Handling Unit (AHU), Mixed Air, <15 HP			
Quantity: 5		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Air Handling Unit (AHU), Variable Frequency Drive (VFD), <15 HP			
Quantity: 5		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Product: Chiller, Air Cooled, Scroll, 101-140 Tons			
Quantity: 1		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
		2	Condenser Coil Cleaning (with louvers)
		1	Oil Sample and Analysis
<u>Customer Tag</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

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Equipment tasking

Controls

Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points

Historical Control Validation	<p>All work must be performed in accordance with Johnson Controls safety policies</p> <p>Check with appropriate customer representative for operational deficiencies</p> <p>Verify unit is controlling to set points over time (trending)</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Comprehensive	<p>All work must be performed in accordance with Johnson Controls safety policies</p> <p>Check with appropriate customer representative for operational deficiencies</p> <p>Create local back up of existing program and store on on-site computer and on-site media</p> <p>Verify unit is controlling to set points by checking sequences of operations and PID loops</p> <p>Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.</p> <p>Notify customer of any issues with those devices</p> <p>Identify and notify customer of abnormal point communications</p> <p>Identify and notify customer of current overrides (e.g. out of service) and negative impacts</p> <p>Identify and notify customer of all current alarms and negative impacts</p> <p>Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)</p> <p>Visually validate system outputs from the field controller</p> <p>Validate controls safety circuit and alarm verification (coordinate with customer)</p> <p>Tighten electrical connections</p> <p>Check overall condition of panel and perform visual inspection of unit and surrounding area</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Operational	<p>All work must be performed in accordance with Johnson Controls safety policies</p> <p>Check with appropriate customer representative for operational deficiencies</p> <p>Verify unit is controlling to set points by checking sequences of operations and PID loops</p> <p>Identify and notify customer of abnormal point communications</p> <p>Identify and notify customer of current overrides (e.g. out of service) and negative impacts</p> <p>Identify and notify customer of all current alarms and negative impacts</p> <p>Check overall condition of panel and perform visual inspection of unit and surrounding area</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Sensor Calibration (All)	<p>All work must be performed in accordance with Johnson Controls safety policies</p> <p>Check with appropriate customer representative for operational deficiencies</p> <p>Field calibrate all sensors (as sensor type and controller options allow)</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>

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Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points

Historical Control Validation
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Verify unit is controlling to set points over time (trending)
 Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Create local back up of existing program and store on on-site computer and on-site media
 Verify unit is controlling to set points by checking sequences of operations and PID loops
 Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.
 Notify customer of any issues with those devices
 Identify and notify customer of abnormal point communications
 Identify and notify customer of current overrides (e.g. out of service) and negative impacts
 Identify and notify customer of all current alarms and negative impacts
 Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)
 Visually validate system outputs from the field controller
 Tighten electrical connections
 Check overall condition of panel and perform visual inspection of unit and surrounding area
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Verify unit is controlling to set points by checking sequences of operations and PID loops
 Identify and notify customer of abnormal point communications
 Identify and notify customer of current overrides (e.g. out of service) and negative impacts
 Identify and notify customer of all current alarms and negative impacts
 Check overall condition of panel and perform visual inspection of unit and surrounding area
 Document tasks performed during visit and report any observations to appropriate customer representative

Sensor Calibration (All)
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Field calibrate all sensors (as sensor type and controller options allow)
 Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Generic Input/Output, Johnson Controls, 0-20 points

Comprehensive
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Create local back up of existing program and store on on-site computer and

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on-site media

Verify unit is controlling to set points by checking sequences of operations and PID loops

Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals. Notify customer of any issues with those devices

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts

Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)

Visually validate system outputs from the field controller

Validate controls safety circuit and alarm verification (coordinate with customer)

Tighten electrical connections

Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts

Identify and notify customer of all current alarms and negative impacts

Check overall condition of panel and perform visual inspection of unit and surrounding area

Document tasks performed during visit and report any observations to appropriate customer representative

Sensor Calibration (All)

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Field calibrate all sensors (as sensor type and controller options allow)

Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points

Standard Graphic Data Validation (up to 20 graphics)

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Perform verification of standard graphic data points to system summaries on up to 20 graphics

Document tasks performed during visit and report any observations to appropriate customer representative

User View Point Validation (up to 250 objects)

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

Perform verification of user view data points on up to 5 user views with a maximum of 250 objects

Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies

Check with appropriate customer representative for operational deficiencies

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Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
 Execute Performance Verification to identify abnormal supervisory device communications.
 Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
 Back up all supervisory controllers and OWS/server devices
 Archive object database for Metasys system
 Ensure security database is consistent across devices and that default passwords have been changed
 Back up all server repository databases (e.g. trends, alarms, etc.)
 Document tasks performed during visit and report any observations to appropriate customer representative

Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points

Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Run VAV box flow test
 Verify unit is controlling to set points by checking sequences of operations and PID loops
 Identify and notify customer of abnormal point communications
 Identify and notify customer of current overrides (e.g. out of service) and negative impacts
 Identify and notify customer of all current alarms and negative impacts
 Document tasks performed during visit and report any observations to appropriate customer representative

In Process

Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

ADS Site Dir Software
 Subscription 1-year (up
 to 4 engines) -
 Subscription Only

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Upgrade ADS software to latest Metasys release
 Document tasks performed during visit and report any observations to appropriate customer representative

ADS Site Dir Software
 Subscription 3-year (up
 to 4 engines) -
 Subscription Only

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Upgrade ADS software to latest Metasys release
 Document tasks performed during visit and report any observations to appropriate customer representative

Install ADS & NxE
 software (supplied with
 Software
 Upgrade/Subscription) -
 1 to 5 NxE's

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Upgrade ADS software to latest Metasys release
 Upgrade NxE software to latest Metasys release
 Document tasks performed during visit and report any observations to appropriate customer representative

Mechanical

Air Handling Unit (AHU), Mixed Air, <15 HP

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

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- Check with appropriate customer representative for operational deficiencies
- Visually inspect damper(s)
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check for unusual noise and vibration
- Check for deterioration of gaskets and seals
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Check starter/contactors
- Check and tighten electrical connections
- Check damper operation and lubricate as required
- Visually check control valve(s)
- Lubricate blower and motor bearings
- Clean condensate pan and clear drain line
- Check condition of blower assembly
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Inspect motor mounting isolators
- Check for integrity of cabinet hardware
- Visually inspect damper(s)
- Verify damper operation
- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

Air Handling Unit (AHU), Variable Frequency Drive (VFD), <15 HP

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Check and tighten electrical connections
- Check for heat damage
- Review event log (if applicable)
- Ramp drive up and down, and check for proper operation (if possible)
- Check condition of air filter and clean or replace as needed
- Verify proper operation of cooling fans and clean as needed
- Check for unusual noise or vibration
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

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Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Check drive for proper operation
 Review event log (if applicable)
 Check for unusual noise and vibration
 Check overall condition of unit
 Document tasks performed during visit and report any observations to appropriate customer representative

Chiller, Air Cooled, Scroll, 101-140 Tons

Condenser Coil Cleaning (with louvers)

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Spray coil(s) with chemical solution
 Rinse coil(s) thoroughly with water
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Oil Sample and Analysis

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Remove sample in approved container
 Drop off for analysis
 Label and complete paperwork indicating present operating conditions
 Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Check for proper chilled water flow
 Check system pressures and temperatures
 Check refrigerant charge (sight glass)
 Check for proper capacity control operation
 Check for proper crank case heater operation (if applicable)
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Check for proper condenser fan operation
 Check overall condition of unit
 Record and log all operating parameters
 Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories
 Check for visual signs of refrigerant/oil leak(s)
 Conduct refrigerant leak check
 Check for proper crank case heater operation (if applicable)
 Perform lock-out and tag-out procedure
 Inspect condenser fan and compressor contactors for wear
 Check and tighten electrical connections
 Perform preventative procedures to flow proving devices
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to

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appropriate customer representative

Pump, Chilled Water, 11-50 HP

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check coupling
Lubricate pump and motor bearing(s) per manufacturer's recommendation
Record and log all operating parameters
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check for leaks
Check pressures
Visually inspect coupling
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Pump, Variable Frequency Drive (VFD), 15-30 HP

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check for heat damage
Review event log (if applicable)
Ramp drive up and down, and check for proper operation (if possible)
Check condition of air filter and clean or replace as needed
Verify proper operation of cooling fans and clean as needed
Check for unusual noise or vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies
Check with appropriate customer representative for operational deficiencies
Check drive for proper operation
Review event log (if applicable)
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

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Supplemental Price (Applies to Multi-Year Contracts Only)

SERVICE YEAR	3 YEAR SUBSCRIPTION	YEARLY SUBSCRIPTION
1	72,557	63,575
2	61,249	68,662
3	66,149	74,155
SUM 3 YEAR	199,955	206,392
(OPTIONAL) 4	76,631	77,872
(OPTIONAL) 5	81,996	83,324
SUM 5 YEAR	358,582	367,588

In Process

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Special Additions and Exceptions

Pricing is in accordance with Sourcwell Contract # 070121-JHN

Premium coverage will apply as soon as the server is upgraded to Metasys 11, and a PO is issued. Premium coverage, but not extended service, apply to this proposal; see below.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$72,557.22. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due within 30 Days of Receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CITY OF PALM COAST
160 LAKE AVE
PALM COAST, FL 32164

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

No PO Required Single PO Required for Initial Term Annual PO Required

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Dominic Wildsmith _____

By: _____

Signature: _____

Signature: _____

Title: Associate Sales Engineer Date: _____

Title: Date: _____

Signature: _____

Customer PO#: _____

Title: Date: _____

JCI Branch: **JOHNSON CNTRL JACKSONVILLE GAINESVILLE CB - 0N90**
Address: **4820 EXECUTIVE PARK CT STE 109**

JACKSONVILLE, FL 32216-6003

Branch Phone: **(904) 733-1411**

Branch Email: _____

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TERMS AND CONDITIONS DEFINITIONS (REV 11/21)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot

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be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the

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maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or

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otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by

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the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code,

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documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto (“Deliverables”), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed “works made for hire.” Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, “Know-How” means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI’s cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of Customer data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI’s products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI’s Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer’s Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer’s equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device (“Gateway Device”) owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer’s applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service’s mobile or web application. Any Gateway Devices provided hereunder shall remain JCI’s property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI’s then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and cloud-hosted software products (“Software”) offered under these terms shall be subject to, and governed by, JCI’s standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the “Software Terms”). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a “Software Subscription”):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls’ then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa (“DPA”) shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI’s Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI’s Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer’s personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

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2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

In Process

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall

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reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have

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no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

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.

ATTACH NOTARIZED AFFIDAVIT HERE



In process

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 _____

In Process

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: _____

Client Enrollment

Review & Submit

✔ COMPANY INFORMATION

✔ EMPLOYER CATEGORY

✔ HIRING SITES

✔ CONTACTS

✔ REVIEW & SUBMIT

Company Information

Company Name

**Johnson Controls Security Solutions,
LLC**

Company ID

1221384

Doing Business As

**Johnson Controls Security Solutions,
LLC**

DUNS Number

19-657-8736

Physical Address

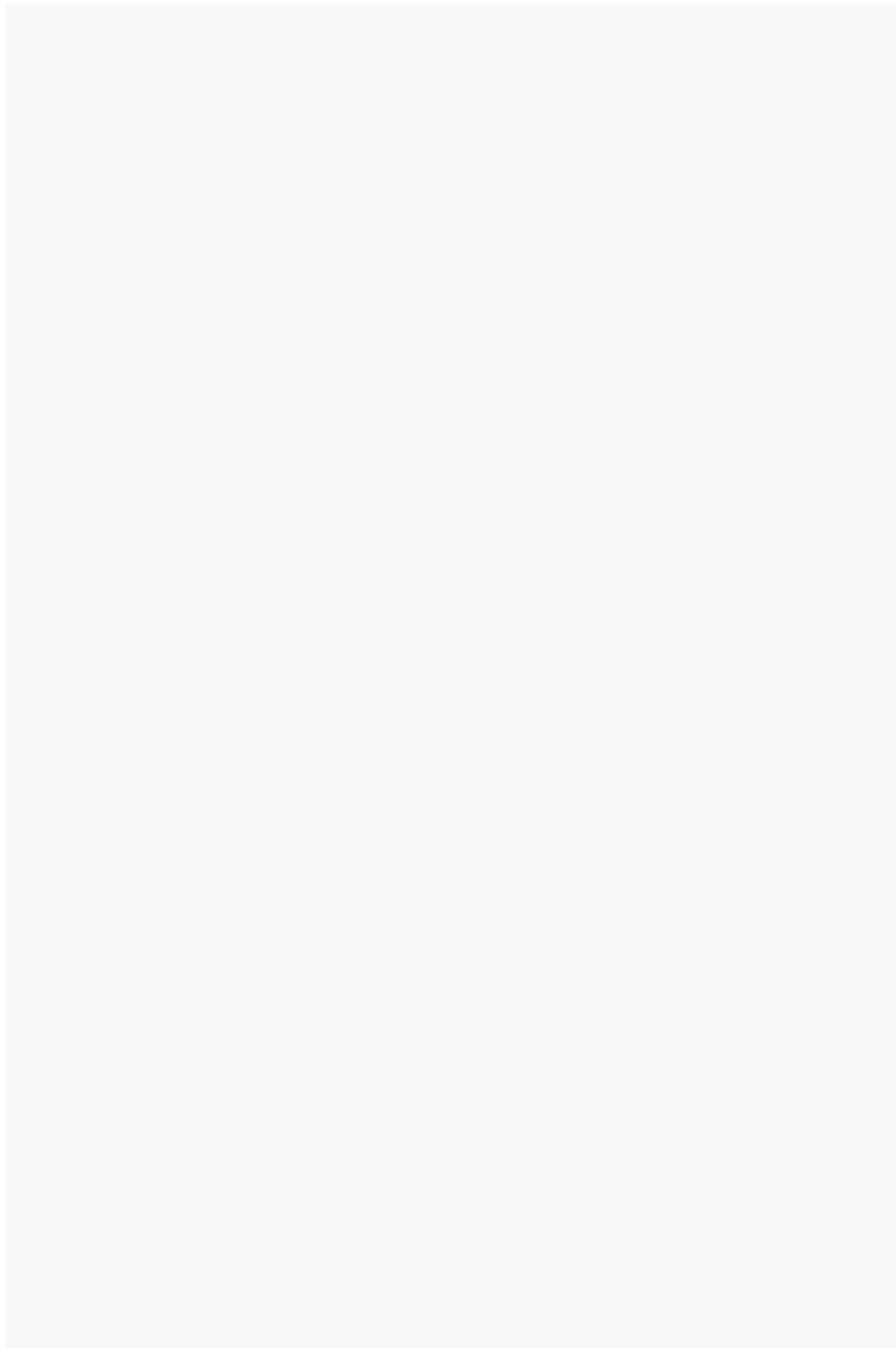
**4700 Exchange Ct
Suite 300
Boca Raton, FL 33431**

Mailing Address

**4700 Exchange Ct
Suite 300
Boca Raton, FL 33431**

Employer Identification Number

58-1814102



County

Palm Beach

Total Employees

2,500 to 4,999

NAICS Code

561

Sector

**Administrative And Support And Waste
Management And Remediation Services
(56)**

Federal Contractor Category

State or Local Government

Subsector

**Administrative And Support Services
(561)**

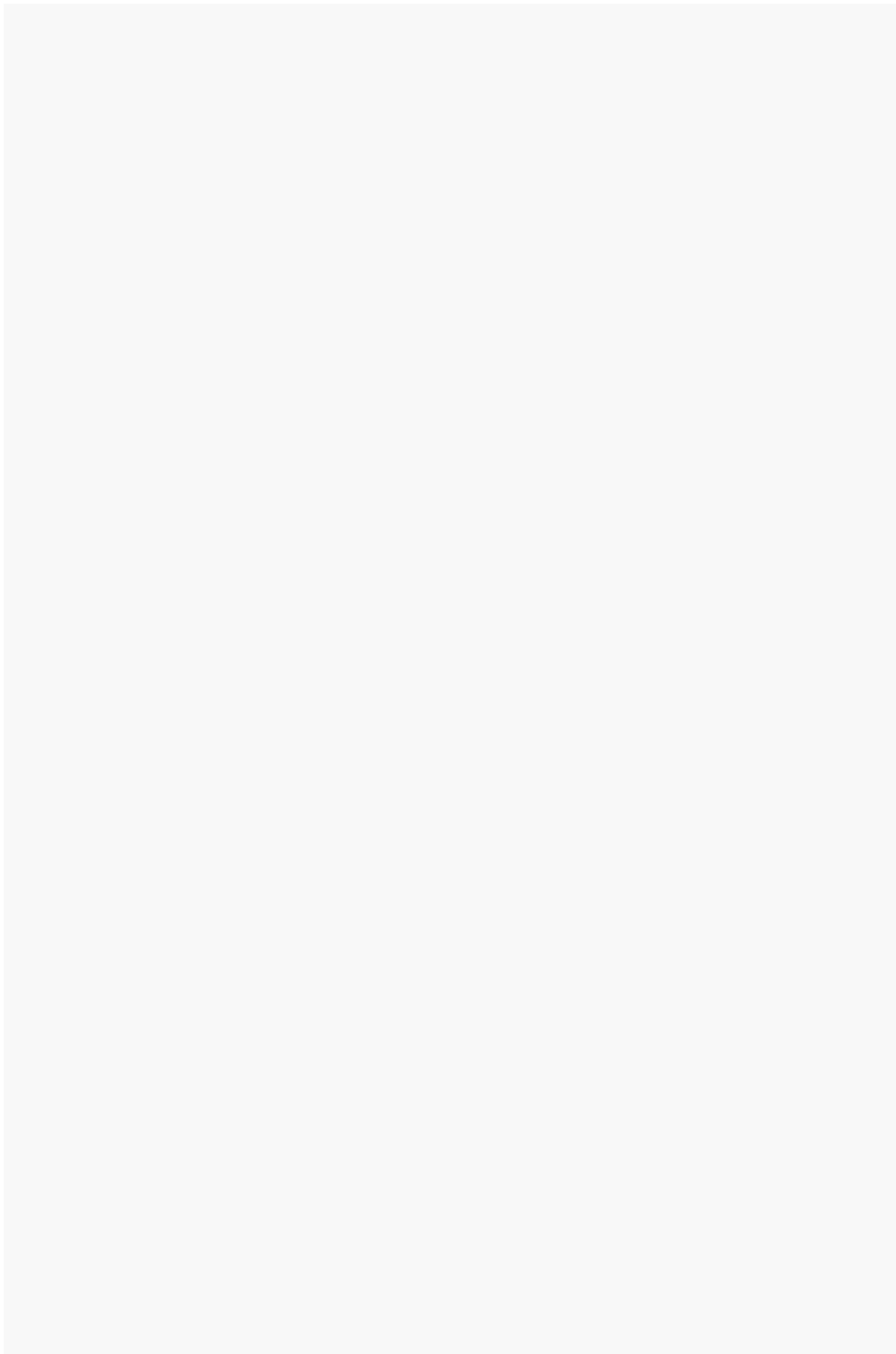
Employee Category

**New Hires and Assigned to a Covered
Federal Contract**

 [Edit Company Information](#)

Company Category

Employer Category



Federal Contractor

 [Edit Company Category](#)

Hiring Sites

Total Hiring Sites

137

 [Edit Hiring Sites](#)

Contacts

Total Contacts

1

 [Edit Contacts](#)

Memorandum of Understanding

[View Current MOU Signature Page](#)

[View Current MOU](#)

[View Historic MOU](#)

[MANAGE CLIENTS](#)



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[Accessibility](#)

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CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Johnson Controls [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 Johnson Controls [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Print Name: Erin Ballard
Title: Branch Service Manager
Date: 3/1/22

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of March, 2022 by Erin Ballard [name of officer or agent, title of officer or agent] of Johnson Controls [name of contractor company acknowledging], a FL ID [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced FL ID [type of identification] as identification.

[Notary Seal]



CEDRIC WILLIAMS
Commission # HH 232060
Expires February 22, 2026

Cedric Williams
Notary Public
Cedric Williams
Name typed, printed or stamped

My Commission Expires: 2/22/2026

Client Enrollment

Review & Submit

✔ COMPANY INFORMATION

✔ EMPLOYER CATEGORY

✔ HIRING SITES

✔ CONTACTS

✔ REVIEW & SUBMIT

Company Information

Company Name

**Johnson Controls Security Solutions,
LLC**

Company ID

1221384

Doing Business As

**Johnson Controls Security Solutions,
LLC**

DUNS Number

19-657-8736

Physical Address

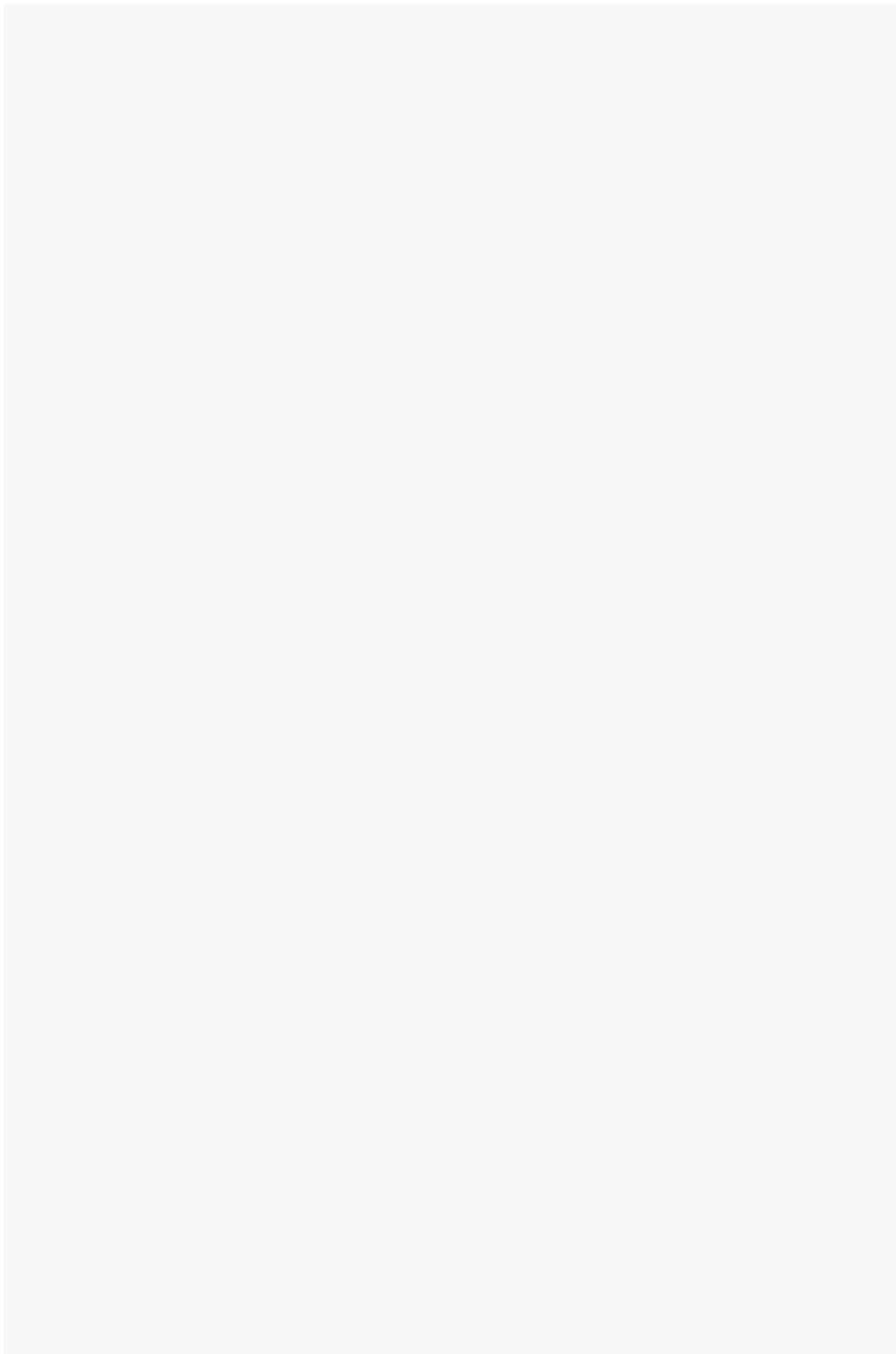
**4700 Exchange Ct
Suite 300
Boca Raton, FL 33431**

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Employer Identification Number

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County

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Total Employees

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Sector

**Administrative And Support And Waste
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(56)**

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(561)**

Employee Category

**New Hires and Assigned to a Covered
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City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department	CITY ADMINISTRATION	Amount
Division	CITY CLERK	Account #
Subject	APPOINTMENTS TO THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE (BEAC)	
Presenter : Virginia Smith, City Clerk		
Background :		
<p>The City of Palm Coast's Beautification and Environmental Advisory Committee was created under Resolution 2006-07.</p> <p>Section 2.(b). The Committee shall be constituted of a total of five (5) voting members with one (1) member being appointed by the Mayor and each member of City Council from the City Council district represented, if practicable. All Committee members must be registered voters and residents of the City of Palm Coast. Each member shall serve terms of four (4) years, but the City Council may develop a program of uniform appointment and reappointment for all appointed bodies providing for uniform appointment dates, staggered terms and related matters.</p> <p>Section 2.(c). The objectives of the Committee shall be to identify issues within the City of Palm Coast relating to the beautification, scenic beauty, natural resource conservation, aesthetic enhancements, environmental protection and other related matters and to evaluate and consider activities, methods, projects and programs that could be implemented within the City to address the matters considered by the Committee and the issues studied by the Committee. The Committee may make recommendations to the Planning and Land Development Regulation Board with regard to Comprehensive Plan amendments and land development regulations involving its areas of review.</p> <p>The term for the five members of the Beautification and Environmental Advisory Committee (BEAC) expire on May 1, 2022. The regular members of the committee are: Mr. Robert Knapp, Mr. Edward Beier, Mr. Glenn Partelow, Ms. Robbyn Mackler, and Mr. Jeffrey Seib.</p> <p>Staff advertised in various ways on multiple occasions, including reaching out to the past Citizen's Academy graduates, advertising in the media, on social media sites, as well as the City's website.</p> <p>District information has been verified by the City Clerk's office. Staff has performed the necessary background screening.</p>		

The Mayor and City Council will each appoint one member to the Committee.

Mr. Robert Branin	District 1
Mr. Charles Doak	District 4
Ms. Sabrina Rinaldi	District 4
Mr. Kevin Saint	District 1
Mr. Jeffrey Seib*	District 4
Mr. Ronald Silvers	District 4
Ms. Mary Vasilevsky	District 4
Mr. Joseph Wright Jr	District 4

*Mr. Jeffrey Seib has served two consecutive terms. This appointment would require a four-fifths (4/5) vote of Council to reappoint Mr. Seib to a third term.

Recommended Action :
CITY COUNCIL TO APPOINT FIVE (5) MEMBERS TO THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE (BEAC)



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/>	Beautification & Environmental Advisory Committee *	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♣
<input type="checkbox"/>	Code Enforcement Board *	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board *
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♣ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: ROBERT E. BRANIN E-mail address: REB32164@GMAIL.COM

Residence Address: 93 WEBSTER LN District #: _____

City: PALM COAST State: FL Zip: 32164

Mailing Address (If Different from Residence): _____

Home Phone: 386-446-4110 ~~Business~~ ^{CELL} Phone: 386-585-0153

Date of Birth: 4/27/42 Place of Birth: MILLVILLE, NJ

How long have you been a permanent resident of Palm Coast? 14 YEARS

What year did you become a continuous resident of the City of Palm Coast? 2007

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: MECHANICAL DESIGN ENGINEER
 Occupation: RETIRED Current Employer: NA
 Current Business Address: _____

City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
E.I. DU PONT	CHEMICAL MFG	DESIGNER	1962-2007

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position Employee Agency Period of Employment

3. EDUCATION

High School: MILLVILLE HIGH/MILLVILLE NJ Year Graduated: 1960
Name & Location

List postsecondary educational institutions or programs attended:
Name & Location Dates Attended Certificate/Degrees Received

SPRING GARDEN / PHILA PA 9/60-3/62 AS

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? CODE ENFORCEMENT

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

FLAGLER BEACH UNITED METHODIST CHURCH

AARP TAX SERVICE

NEW JERSEY SOCIAL CLUB

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I AM INTERESTED TO HELP MAKE DECISIONS KEEPING PALM COAST EXISTING SCENIC BEAUTY AND ENVIRONMENTAL PROTECTION MATTERS AND OTHER RELATED ISSUES WITHIN THE CITY

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I THINK I HAVE A SENSE OF WHAT IS THE RIGHT THING TO DO, I HAVE BEEN A SUPERVISOR DURING MY CAREER WHICH REQUIRED ME TO MAKE DECISIONS.

What is your understanding of the relationship of this Board or Committee to the City Council?

I CAN OFFER SOLUTIONS TO THE PLANNING AND LAND DEVELOPMENT BOARD AND CITY COUNCIL

7. REFERENCES – Please list three references (business and/or personal)

REV. JEANINE CLONTZ, 1532 S. DAYTONA AVE, FLAGLER BEACH, 386-503-5643
Name, Address & Telephone Number

ALOHA VON JASINSKI, PALM COAST, REALTOR 386-931-5033
Name, Address & Telephone Number

BILL CAMPANELLA, GOSPEL GARDEN, 386-931-0726
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

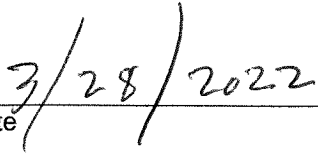
No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature


Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*

Address	City & State	From	To
87 Eastwood Drive	Palm Coast	3/16	presesnt

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Build Manager Current Employer: UKG

Current Business Address: 900 Chelmsford St

Lowell, MA 01851 800-225-1561
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
same as above			

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: Shawnee High School, Shawnee, OK Year Graduated: 1984
 Name & Location

List postsecondary educational institutions or programs attended:
Community College of the Air Force 1986-1990 Associates Degree in IT
 Name & Location Dates Attended Certificate/Degrees Received

4. **MILITARY SERVICE**

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: 1986-1990

Branch or Component: US Air Force

Date and Type of Discharge: Honorable - 1990

5. **INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?**

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)
Project Management Professional, Project Management Institute

6. **QUALIFICATIONS FOR APPOINTMENT**

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Former HOA board member and president.
Florida Master Naturalist - UF/IFAS Extension

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Florida Master Naturalist - UF/IFAS Extension

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

<u>Office Title</u>	<u>Date of Election or Appointment</u>	<u>Term of Office</u>	<u>Level of Government</u>

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I love our City's small, clean hometown persona. I have a keen penchant for seeing the big picture, yet being able to make changes with minor progressions. I have a background in agriculture, residential gardening, xeriscape, HOA grievances/budgeting/management combined with a passion on keeping Florida natural. I would welcome the opportunity to serve our City in a capacity that keeps us environmentally friendly as well as economically sound.

What is your understanding of the relationship of this Board or Committee to the City Council?

To advise and make recommendations to the City Council and City Administration in areas of city beautification, scenic beauty, natural resource, conservation, aesthetic enhancements, environmental protection.

7. REFERENCES – Please list three references (business and/or personal)

- _____
Name, Address & Telephone Number
- _____
Name, Address & Telephone Number
- _____
Name, Address & Telephone Number


8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? Yes No

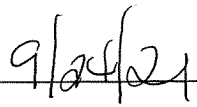
I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.



Signature



Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

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160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/>	Beautification & Environmental Advisory Committee *	<input type="checkbox"/>	Planning & Land Development Regulation Board * ♠
<input type="checkbox"/>	Code Enforcement Board *	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board *
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

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♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Sabrina Rinaldi E-mail address: sabrinajrinaldi@gmail.com

Residence Address: 14 Ridley Ln. District #: _____

City: Palm Coast State: Florida Zip: 32164

Mailing Address (If Different from Residence): _____

Home Phone: 315-247-9159 Business Phone: _____

Date of Birth: 06/25/1997 Place of Birth: Syracuse, New York

How long have you been a permanent resident of Palm Coast? 12 years

What year did you become a continuous resident of the City of Palm Coast? 2010

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Client Coordinator Current Employer: Cerebral Inc.

Current Business Address: 555 Mission St.

San Francisco CA 94105 415-403-2156
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

<u>Employer & Address</u>	<u>Type of Business</u>	<u>Occupational Title</u>	<u>Period of Employment</u>
Minto Communities USA	Residential Construction	Construction Superintendent	03/2019 - 06/2020
Local Operations Manager	Vacation Rental	Local Operations Manager	01/2019 - 03/2019
Permit Coordinator	Residential Construction	Permit Coordinator	08/2018 - 01/2019

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No

If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position Employee Agency Period of Employment

3. EDUCATION

High School: Flagler Palm Coast High School Year Graduated: 2015
Name & Location

List postsecondary educational institutions or programs attended:
Name & Location Dates Attended Certificate/Degrees Received

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Having grown up in Palm Coast, I respect the beauty of this area and understand how development is impacting our beautification ordinances. My history in Palm Coast uniquely positions me to be successful on this board.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>
-------------------------	-------------------------------------	--

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

I believe my extensive history in the development, in what I would consider intentionally beautiful master-planned communities enables me to carry the insight and forethought required into this position. I most certainly have the capacity to be a decision-maker when it comes to forming an opinion that is satisfactory to the law. I understand that ordinances and laws exist and at times may conflict with board members opinion, but I always side with the law to prevent further repercussions.

What is your understanding of the relationship of this Board or Committee to the City Council?

The Board acts as an advisory committee and presents ideas, initiatives and collaborative recommendations to our City Council and also to the Planning Board.

7. REFERENCES – Please list three references (business and/or personal)

Nicholas Klufas 71 Southlake Dr. Palm Coast, FL 32137 386-864-1656

Name, Address & Telephone Number

Carolyn Hendrickson 8004 Henry Clay Blvd. Liverpool, NY 13090 315-374-7009

Name, Address & Telephone Number

Abigail Gendron 304 S Salina St. Syracuse, NY 13202 315-706-3291

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement? Yes No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.

Signature

4/6/2022

Date

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Palm Coast, Florida 32164

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you must contact the City Clerk's Office and request reconsideration.*

Sabrina Rinaldi

Palm Coast, FL. 32164
315-247-9159 sabrinajrinaldi@gmail.com

PROFESSIONAL SUMMARY

Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals, and eager to contribute to overall success through hard work, attention to detail and excellent organizational skills.

SKILLS

- Business development and planning
- Customer service-focused
- Construction management
- Subcontractor supervision
- Safety and compliance
- Team oversight

WORK HISTORY

OWNER/OPERATOR | 01/2019 to Current

Bella Cleaning & Maintenance - Palm Coast, FL

- Managed day-to-day business operations.
- Devised processes to boost long-term business success and increase profit levels.
- Recruited, hired and trained initial personnel, working to establish key internal functions and outline scope of positions for new organization.
- Met with companies and homeowners and successfully sold and closed multiple cleaning contracts.

CONSTRUCTION SUPERINTENDENT | 03/2019 to 06/2020

Minto Communities USA - Daytona Beach, FL

- Started the Latitude Margaritaville Daytona project.
- Scheduled subcontractors, consultants and vendors to coordinate completion of jobs and tasks, while carrying 20+ homes at a time.
- Provided homeowners, potential homeowners and vendors with excellent customer service.
- Collaborated with management, technical crew members and fellow supervisors to organize efficient site operations and achieve demanding schedule targets.
- Met with and communicated with homeowners daily to update them on construction and warranty progress.
- Coordinated required inspections with local jurisdictions to identify and quickly resolve

any code concerns.

LOCAL OPERATIONS MANAGER | 01/2019 to 03/2019

Vacasa Vacation Rentals - Palm Coast, FL

- Evaluated and recommended changes in rental pricing strategies to remain competitive in market.
- Promptly responded to tenant complaints and concerns for over 40 properties.
- Met with potential owners and sold them on signing their vacation home with the company.
- Maintained operational facilities attractive to potential tenants by organizing regular maintenance, major repairs and capital improvement projects.

PERMIT COORDINATOR | 08/2018 to 01/2019

Wade Journey Homes - Palm Coast, FL

- Completed field checks to verify licenses and permits for various business.
- Collected payment from customers, provided documentation and changed accounts to reflect current statuses.
- Worked with the City of Palm Coast daily in regard to permit filing, inspection requests, etc.
- Met with inspectors daily to walk through inspections and sign offs. Assisted construction superintendents with running schedules.
- Resolved conflicts and negotiated mutually beneficial agreements between parties.

PERMIT COORDINATOR | 09/2017 to 11/2018

Shawn's Concrete Pumping - Flagler & Volusia County , FL

- Checked compliance of company safety plan and delivered recommendations to address regulatory issues.
- Formulated complete project plans and coordinated engineering, design and shop drawing efforts.
- Tracked all hours and expenses to keep project on task and within budgetary parameters.
- Applied for permits, requested inspections, oversaw job site while work was being performed.



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Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♠
<input type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

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RE-APPOINTMENT Yes No

1. PERSONAL

Name: Kevin Saint E-mail address: kevinsaint20@gmail.com

Residence Address: 59 Beauford Ln District #: _____

City: Palm Coast State: FL Zip: 32137

Mailing Address (If Different from Residence): _____

Home Phone: (256) 341-7720 Business Phone: (386) 437-7540

Date of Birth: 08/18/1996 Place of Birth: Decatur, AL

How long have you been a permanent resident of Palm Coast? 1 year

What year did you become a continuous resident of the City of Palm Coast? 2021

List all places of residence for the last five years.

Address	City & State	From	To
59 Deaford Ln	Palm Coast, FL	2021	present
100 E. Kentucky Ave	Deland, FL	2019	2021

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Mathematics Teacher Current Employer: FPCHS

Current Business Address: 5500 E. HWY 100,

Palm Coast FL 32164 (386) 437-7540
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
<u>Deltona Middle school</u>		<u>Mathematics teacher</u>	<u>6 months</u>
<u>Pine Ridge High school</u>		<u>" "</u>	<u>6 months</u>
<u>University of North Alabama</u>		<u>Mathematics tutor</u>	<u>2 years</u>

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment
<u>See above</u>	<u>(school system)</u>	

3. EDUCATION

High School: East Lawrence; Trinity, AL Year Graduated: 2014
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
<u>Calhan Community college</u>	<u>8/14 - 5/16</u>	<u>2-year (Basic courses)</u>
<u>University of North Alabama</u>	<u>8/16 - 12/19</u>	<u>B.S. in Mathematics</u>

4. **MILITARY SERVICE**

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. **INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?**

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

6. **QUALIFICATIONS FOR APPOINTMENT**

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I have been an advocate for sustainability through a school club I sponsor, where we are actively educating the public on EVs, solar panels, etc.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

B.S. in Mathematics, performed genetic research for Hudson Alpha, and completed an internship through Northrop Grumman as an engineer.

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

Pushing for ideal solutions to modern problems of sustainability in our community.

Yes.

What is your understanding of the relationship of this Board or Committee to the City Council?

N/A

7. REFERENCES – Please list three references (business and/or personal)

Tim Blankenship (256) 309-1269

Name, Address & Telephone Number

Kiera Roe Crawford (386) 437-7540 EXT. 3121

Name, Address & Telephone Number

Dr. Mark Greer (256) 765-4100

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature

1/27/2022
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

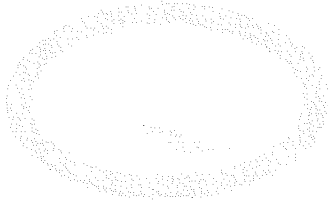
RETURN TO:	City Clerk's Office	PHONE:	386-986-3713
	City of Palm Coast	FAX:	386-986-3714
	160 Lake Avenue	EMAIL:	CityClerk@palmcoastgov.com
	Palm Coast, Florida 32164	WEBSITE:	<u>www.palmcoastgov.com</u>

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

LH 8/9/1/21
8:50am



Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/>	Beautification & Environmental Advisory Committee	<input type="checkbox"/>	Planning & Land Development Regulation Board
<input type="checkbox"/>	Code Enforcement Board	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council:		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees:		

Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Jeffery C Seib E-mail address: jefferyseib@yahoo.com
 Residence Address: 233 Birchwood Dr, District # 1
 City: PC State: FL Zip: 32137
 Mailing Address (If Different from Residence):
 Home Phone: 386-446-3480 Business Phone: cell 386-503-6390
 Date of Birth: 02-20-49 Place of Birth: New Jersey
 How long have you been a permanent resident of Palm Coast? 26 years
 What year did you become a continuous resident of the City of Palm Coast? 1995

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? Yes No
 Have you ever used or been known by any other legal name? Yes No
 If yes, explain: _____

Are you a citizen of the United States? Yes No
 If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: senior research scientist
 Occupation: _____ Current Employer: _____
 Current Business Address: _____

City _____ State _____ Zip _____ Phone # _____

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment
Sci. Res. Sci	University of Florida	1986-2011

3. EDUCATION

High School: Gov. Livingston RHS Year Graduated: 1966
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
Louisiana State University	1971-1977	BS, MS
University of Florida	1986-2011	courses
see attached resume		

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? Beautification and Environmental Comm.

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

see resume page 2 # 1

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

LSU, MS wildlife biology

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business Relationship to the Business Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

see attached resume, page 3, #2

What is your understanding of the relationship of this Board or Committee to the City Council?

see attached resume, Page 3, #3

7. REFERENCES – Please list three references (business and/or personal)

Bill Butler, Palm Coast, 386-585-2198
Name, Address & Telephone Number

Karen Toppi, Palm Coast, 386-586-4752
Name, Address & Telephone Number

Richard Yates, Palm Coast, 386-447-3286
Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.

Jeffery C. Seitz
Signature

08-31-21
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.

Jeffery C. Seib

Supplemental Relevant Experience Resume

Education and Other Relevant Experience

Weyerhaeuser Corporation Management Training human resources management course 'People Skills and Problem Solving'.

Worked with the homeless at ST. Francis Homeless Shelter in Gainesville for three years and recognized and observed first-hand the need for affordable housing in communities.

University of Florida Wharton School of Business Human Resources Management and Accounting classes.

University of Florida Cancer and Genetics Research Institute, worked with and advised undergraduate, graduate, Doctoral, post-Doctorate, and visiting scientists from all over the world in solving complex problems, communication skills, and purchasing very expensive scientific equipment.

Community Involvement

As a member of the Palm Coast Service District Advisory Council (PCSDAC) worked with Flagler County and Flagler Beach and Bunnell to approve the 'Rails to Trails' multi-use trail system and promoted Mulberry Branch as potential park.

On the PCSDAC members presented a tentative budget to Flagler County Commissioners for approval and passage.

Presented to Flagler County Commissioners potential ordinance on restricting RV's, Boats, large work trucks and work trailers from driveways in Palm Coast. Ordinance was adopted by county and Palm Coast at time of incorporation and is still in place today.

As the chair of the Environmental sub-committee, I worked with Flagler County and the Palm Coast Community Service Corporation (PCCSC) to alleviate a sewerage drainage overflow issue in Seminole Woods.

Jeffery C. Seib

Supplemental Relevant Experience Resume continued

Beautification and Environmental Advisory Committee (BEAC)

Appointed 2014

Elected Chairman 2018, re-elected chairman 2021

Reviewed landscaping plans for Belle Terre Parkway, Community Center, and other roadways.

Approved placement of monument for USS liberty and Iraq and Afghanistan PTSD veteran's monument in Hero's Park.

Approved the Sculpture Garden at Central Park, donated Chuluota eagle sculpture at city hall.

Worked with the PLDRB to evaluate and update the Chapter 11 Business and Residential landscaping regulations. Presented to City Council for approval.

Delivered address to the PLDRB on the BEAC work and recommendations concerning climate change and sea level rise.

Chaired meetings of the BEAC concerning the cities drainage, water and sewage supply systems, with city officials.

Familiarity and understanding of the City Comprehensive Plan, FLUM, city codes and development regulations, SJRWMD, USACE and FDEP regulations.

6. Qualifications for Appointment

1. My academic and employment history of research, investigation, and conclusion in addition to business mgt. experience, and familiarity with the city codes, comprehensive plan and development regulations, and a long-term perspective of where PC is going and keen interest in being a part of that movement, and promoting that movement, I believe best qualify me for this appointment.

Jeffery C. Seib

Supplemental Relevant Experience Resume continued

2. The academic and university level research environment that I was involved in over a 40-year career was always one of results. My employment experience in the private sector in management and on the University level in communicating ideas, concepts, and solutions with advanced students from a diversity of nations has given me the ability to quickly and completely analyze issues that will come before the PLDRNB. More information and viewpoints are always better than less, and I have always been in favor of agreeing with the city and other members of all the groups that I have been involved with.

3. The PLDRB is a step in the review process for developments within Palm Coast. It is a citizen panel that reviews the developers plan, the city staffs review and recommendations as to the suitability of the development and then votes to approve and send onto the city council, disapprove, or table for further alterations as presented by the city development staff.



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/> Beautification & Environmental Advisory Committee*	<input type="checkbox"/> Planning & Land Development Regulation Board* ♠
<input type="checkbox"/> Code Enforcement Board*	<input type="checkbox"/> Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/> Leisure Services Advisory Committee	
<input type="checkbox"/> Flagler County Housing Task Force/Affordable Housing Advisory Council: <ul style="list-style-type: none"> <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry 	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <ul style="list-style-type: none"> <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC) 	

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Ronald Silvers E-mail address: roceo@aol.com

Residence Address: 16 Woodguild Pl. District #: _____

City: Palm Coast State: Fl. Zip: 32164

Mailing Address (If Different from Residence): _____

Home Phone: 917-359-0252 Business Phone: _____

Date of Birth: 09/17/52 Place of Birth: Springfield Ma.

How long have you been a permanent resident of Palm Coast? 4 yrs.

What year did you become a continuous resident of the City of Palm Coast? _____

List all places of residence for the last five years.

Address	City & State	From	To
1817 DeKalb Ave.	Ridgewood N.Y.	4/18	6/18
22 Roe Circle	Monroe N.Y.	5/04	4/18

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: Facilities Director

Occupation: Retired Current Employer: _____

Current Business Address: _____

City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

<u>Employer & Address</u>	<u>Type of Business</u>	<u>Occupational Title</u>	<u>Period of Employment</u>
<u>Independent Facilities Director /Building Consulting</u>			

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

<u>Position</u>	<u>Employee Agency</u>	<u>Period of Employment</u>

3. EDUCATION

High School: Island Trees Year Graduated: _____
Name & Location

List postsecondary educational institutions or programs attended:
Name & Location Dates Attended Certificate/Degrees Received

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No

If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I have spent the last 25 years as a facilities director for a number of very large N.Y.C. Churches.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

Over the last 25 years I have worked very closely with the board of directors at a number of large N.Y.C. Churches, including Staint Bartholomew's Church, The Church of the Heavenly Rest.

What is your understanding of the relationship of this Board or Committee to the City Council?

7. REFERENCES – Please list three references (business and/or personal)

Corey Durney mobile 646-678-1105 office 212-378-0291

Name, Address & Telephone Number

Al Pontorno 917-509-9739

Name, Address & Telephone Number

Ed Dosantos 304-382-3005

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.


Signature

4/4/22
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk’s Office.

RETURN TO: City Clerk’s Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

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Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk’s Office and request reconsideration.

Ronald Silvers

(917) 359-0252 ♦ Roceo@aol.com
22 Roe Circle, Monroe, NY 10950

SUMMARY

Dedicated Facilities Administrator with over twenty-five years of experience in the management of buildings and grounds.

EXPERIENCE

The Park Avenue Christian Church, New York, NY (10/01/09-6/15/14)

Facilities Director/Chief Engineer overseeing engineering, security, housekeeping, construction projects, school setups for more than 200 students and special events, budgets and personnel.

Saint Bartholomew's Church, New York, NY (11/01/01-9/30/09)

Chief Engineer responsible for the daily hands-on engineering, budgets, construction projects, safety and maintenance of the grounds at these landmark buildings.

Marriott, Saint Agnes Hospital, White Plains, NY (12/01/96-10/31/00)

Director of Engineering responsible for the maintenance and plant operations of a 184-bed hospital and children's rehabilitation center, consisting of eight buildings on a 23-acre complex, maintaining a separate power plant with two 400 H.P. high pressure boilers and emergency generator. Duties included scheduling and prioritizing all repairs and preventive maintenance tasks including maintaining records and documents for all regulatory agencies.

Marriott, Wychoff Heights Medical Center, Queens, NY

Director of Facilities (09/01/94-11/30/96)

Implemented and maintained an effective maintenance program. Prioritized and scheduled in-house projects, cleaning, etc. Maintained two emergency generators. Conducted annual, semi-annual and monthly equipment inspections.

Assistant Director of Engineering (09/01/91-08/31/94)

Maintained plant operations of a 409-bed facility with a \$3.5 million budget. Organized and directed engineering staff. Established and maintained effective preventive maintenance plan.

New York Telephone Company (1980-1991)

Building Manager for more than eight facilities, including air conditioning and heating plants.

EDUCATION

New York City Technical College, New York, NY (1985-2002)

Continuing education courses in Basic Air Conditioning, Basic Electrical, Advanced Electrical

Licenses and Other Training

- Certificate of Fitness S-95 Maintain Inside Fire Alarm System
- Certificate of Fitness S-12 Sprinkler Systems
- White Plains, Refrigeration Operators License # 6039
- White Plains, Stationary Engineer License #5422
- Project Management Training
- Asbestos Training
- CFC Refrigeration
- NYC Air Conditioning & Refrigeration Operators License Course.

Hobbies and Interests - Antique Car Restoration

References upon request



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input type="checkbox"/>	Planning & Land Development Regulation Board* ♠
<input type="checkbox"/>	Code Enforcement Board*	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board*
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input checked="" type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

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♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Mary Vasilevsky E-mail address: vasilevsky.mar@gmail.com

Residence Address: 18 Eastwood Drive District # 4

City: Palm Coast State: Florida Zip: 32164

Mailing Address (If Different from Residence): _____

Home Phone: (386) 586-8544 Business Phone: (386) 222-2577

Date of Birth: 06/27/1994 Place of Birth: Brooklyn, NY

How long have you been a permanent resident of Palm Coast? 21 years

What year did you become a continuous resident of the City of Palm Coast? 1999-2012, 2019-Present

List all places of residence for the last five years.

Address	City & State	From	To

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Coordinator Current Employer: Florida Green Construction

Current Business Address: 50 Leanni Way, Unit C1

Palm Coast Florida 32137 (386) 447-4151
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
Johnston Chiropractic Health Center 1405 NW 13th St. Gainesville, FL 32601	Chiropractic Health	Administrative Assistant	April 2019-September 2019
University of Florida Office of Sustainability Gainesville, Florida 32601	Education/Outreach in Sustainability	Program Manager & Outreach Assistant	August 2018-April 2019
University of Florida Athletics Association Gainesville, Florida 32601	Program Management/ Outreach in Sustainability	Zero Waste Intern	September 2016- April 2018

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No

If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position	Employee Agency	Period of Employment

3. EDUCATION

High School: Flagler Palm Coast High School Year Graduated: 2012
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
University of Florida, Gainesville, Florida	August 2017- August 2019	Master of Sustainable Development Practice
University of Florida, Gainesville, Florida	August 2017- August 2019	Certificate in Environmental Educ. & Communication
University of Florida, Gainesville, Florida	August 2017- August 2019	Certificate in Tropical Development & Conservation

4. MILITARY SERVICE

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

Rotary Club, Bunnell Chapter

Florida Green Building Coalition: Realty, Appraisers, Builders, Outreach Committee

Gender & Development Working Group

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

My experience is at the intersection of construction, green practices, and equity. Affordable housing should be affordable to live in and maintain for

the dweller, built with best community outcomes in mind. As a Certified Green City, Palm Coast and the Greater Flagler County have the

opportunity to lead the way in better, more affordable housing standards that can allow residents to save money on utilities, insurance fees, repairs,

and health. Coming from this county, I have a vested interest in the positive innovation and sustainable, long-term development. Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

My Master's in Sustainable Development Practice, challenged me to process lessons that we have learned in development and to

promote longer lasting positive development impacts in terms of economics, public health, natural resources, and leadership.

Additionally, my certification in Tropical Conservation & Development helps make informed contextual development choices.

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Committee Member representing homebuilders on the Flagler County Affordable Housing Advisory Committee

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

<u>Office Title</u>	<u>Date of Election or Appointment</u>	<u>Term of Office</u>	<u>Level of Government</u>
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Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

With a Bachelor's of Science in Environmental Science from the University of Florida, and a Master's in Sustainable Development, I decided to pursue a career in Green Building. Working closely with professionals in construction, I am constantly learning the latest innovations that can facilitate access to better quality housing across economic scales and am looking to ensure that the impactful long-term decisions that we make benefit people of Palm Coast & Flagler County.

What is your understanding of the relationship of this Board or Committee to the City Council?

The relationship to this board stays current on the matters in Palm Coast and Flagler County, and is there as a partner to advise and make pertinent, practical recommendations of affordable housing to the Palm Coast City Council.

7. REFERENCES – Please list three references (business and/or personal)

Opong Hemeng, North Carolina, (817) 205-2515

Name, Address & Telephone Number

Gene Stone, Florida, (407) 580-2657

Name, Address & Telephone Number

Dr. Fazil Najafi, Florida, (352) 294-7790

Name, Address & Telephone Number

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

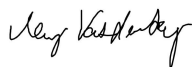
Yes

No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.



Signature

04/06/2022

Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO: City Clerk's Office
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

PHONE: 386-986-3713
FAX: 386-986-3714
EMAIL: CityClerk@palmcoastgov.com
WEBSITE: www.palmcoastgov.com

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

SUNSHINE LAW: The primary purpose of Government in the Sunshine Law is to assure public access to the decision-making processes of public boards and commissions. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and commissions.

Should you not be selected at this time, your application will be kept on file for consideration for six (6) months. Should you wish to be considered for another board, committee, or task force during that time, you must contact the City Clerk's Office and request reconsideration.



VOLUNTEER BOARD AND COMMITTEE APPLICATION

Thank you for your interest in serving the City of Palm Coast.

Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration of your appointment.

Please be advised that background screening of all applicants is required.

Résumés may be attached.

Please check the Board/Committee/Council for which you are applying:

<input checked="" type="checkbox"/>	Beautification & Environmental Advisory Committee *	<input type="checkbox"/>	Planning & Land Development Regulation Board * ♠
<input type="checkbox"/>	Code Enforcement Board *	<input type="checkbox"/>	Volunteer Firefighters' Pension Fund Board *
<input type="checkbox"/>	Leisure Services Advisory Committee		
<input type="checkbox"/>	Flagler County Housing Task Force/Affordable Housing Advisory Council: <input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel <input type="checkbox"/> Representative of residential home building industry		
<input type="checkbox"/>	River to Sea Transportation Planning Organization Advisory Committees: <input type="checkbox"/> Citizens Advisory Committee (CAC) <input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)		

* Appointees must file a Financial Disclosure Form 1 with the City Clerk at time of appointment and **ANNUALLY** thereafter with the Flagler County Supervisor of Elections.

♠ Requires at least one board member to be appointed from **EACH** City Council District, when possible.

ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.

RE-APPOINTMENT Yes No

1. PERSONAL

Name: Joseph Wright Jr. E-mail address: Joseph@JCWEC.com
 Residence Address: 26 Weidner pl. District # 4
 City: Palm Coast State: Fl. Zip: 32164
 Mailing Address (If Different from Residence): _____
 Home Phone: _____ Business Phone: 386-852-7700
 Date of Birth: _____ Place of Birth: Daytona Beach
 How long have you been a permanent resident of Palm Coast? 26 years
 What year did you become a continuous resident of the City of Palm Coast? 1996

List all places of residence for the last five years.

Address	City & State	From	To
26 Weidner pl.	Palm Coast Fl.	2018	2022
13 Winterberry pl.	Palm Coast Fl.	2000	2018

Are you a registered voter in Flagler County? Yes No

Have you ever used or been known by any other legal name? Yes No

If yes, explain: _____

Are you a citizen of the United States? Yes No

If no, explain: _____

If you are a naturalized citizen of the United States, date of naturalization: _____

2. EMPLOYMENT HISTORY (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: _____

Occupation: Electrician Current Employer: Quantum Electrical Contractors

Current Business Address: 1325 SR 100 West

Bunnell Fl. 32110 386-447-9644
City State Zip Phone #

List all of your employment history during the last five years. Include employers' name, business address, type of business, occupation, or job title and period(s) of employment.

Employer & Address	Type of Business	Occupational Title	Period of Employment
Q.E.C. 1325 SR 100 W	Electrical	Electrician	2006 - 2022

Have you ever been employed by any state, district, or local governmental agency in Florida? Yes No
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

Position Employee Agency Period of Employment

3. EDUCATION

High School: Flagler Palm Coast High School Year Graduated: 2014

List postsecondary educational institutions or programs attended:
Name & Location Dates Attended Certificate/Degrees Received

4. **MILITARY SERVICE**

Are you or have you ever been a member of the Armed Forces? Yes No

Date of Service: _____

Branch or Component: _____

Date and Type of Discharge: _____

5. **INTEREST/ACTIVITIES/COMMUNITY AND/OR CIVIC INVOLVEMENT?**

Are you currently or have you ever served on any City Volunteer Board or Committee? Yes No
If yes, which Board or Committee? _____

List any business, professional, occupational, civic, or fraternal organizations or community groups of which you have been a member during the past five (5) years.

Name of Organization(s)

6. **QUALIFICATIONS FOR APPOINTMENT**

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Lifelong resident of Palm Coast, involved in the community.
Interested in the preservation of the natural beauty of Palm Coast.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below: Yes No

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below: Yes No

Have you ever been elected or appointed to any public office? If yes, list below: Yes No

Office Title Date of Election or Appointment Term of Office Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment? Yes No
If yes, explain below:

Name of Business	Relationship to the Business	Business Relationship to Agency

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

As a lifetime resident of Palm Coast I have witnessed the expansion and development that it has undergone. This allows me to be open minded to the fact that a balance between Growth and Conservation is imperative to the Community.

What is your understanding of the relationship of this Board or Committee to the City Council?

The Board is an advisory Committee responsible for making recommendations to the city council. Board members are bound by Florida Sunshine Law which prohibits Committee members from discussing Committee business except during publicly noticed meetings.

7. REFERENCES – Please list three references (business and/or personal)

Teresa Rizzo <small>Name, Address & Telephone Number</small>	40 Eagle Lake Dr. Flagler Beach 32136	386-503-7287
Robert Gordon <small>Name, Address & Telephone Number</small>	79 Smith Trl. Palm Coast 32164	386-931-6137
Clark Walker <small>Name, Address & Telephone Number</small>	170 West Grandview E Palatka 32132	386-986-9016

8. ACKNOWLEDGMENT

If required by law, will you file a financial disclosure statement?

Yes No

I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.

Joseph C. Wright Jr.
Signature

4-5-22
Date

NOTE: If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

RETURN TO:	City Clerk's Office City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164	PHONE:	386-986-3713
		FAX:	386-986-3714
		EMAIL:	CityClerk@palmcoastgov.com
		WEBSITE:	www.palmcoastgov.com

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*Should you not be selected at this time, your application will be kept on file for consideration for six (6) months.
Should you wish to be considered for another board, committee, or task force during that time,
you must contact the City Clerk's Office and request reconsideration.*

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department FINANCIAL SERVICES Division	Amount Account #
Subject REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR MARCH 2022	
Presenter : Denise Bevan, City Manager	
Background : Attached is a list of all emergency and sole source purchases for March 2022, in accordance with Sec 2.25 of Chapter 2, Article 1 Division 3 of the Code of Ordinances of the City of Palm Coast (Procurement Policy).	
Recommended Action : FOR REPORTING ONLY - VIA CITY MANAGER COMMENTS	

**Mar-22
Emergency Purchases**

Entry Date	Requisition #	Total Amount	Vendor	Description	Department
3/4/2022	1400	\$6,750.00	CONNECT CONSULTING, INC	Parks Maintenance-Emergency PO for Irrigation Well	PARKS FACILITIES MAINTENANCE
3/14/2022	1448	\$3,012.36	MAUDLIN INTERNATIONAL TRUCKS	Emergency PO for secondary engine electrical senso	FLEET MANAGEMENT
3/16/2022	1454	\$4,994.45	SOUTHERN SEWER EQUIPMENT SALES	Emergency PO repairs to water pump #1887	FLEET MANAGEMENT
3/16/2022	1459	\$3,573.91	TEN-8 FIRE & SAFETY, LLC	Emergency PO Parts to repair Engine #23	FLEET MANAGEMENT

Sole Source Purchases

Entry Date	Requisition #	Total Amount	Vendor	Description	Department
3/1/2022	1377	\$11,000.00	AGUA CONSTRUCTION COMPANY	Replacement of Two Drain Pipes	STORMWATER & ENGINEERING
3/1/2022	1379	\$3,218.50	MED-PACKS LLC	Narc Box for secure medication storage	FIRE
3/3/2022	1399	\$3,800.00	TPC TRAINING	2 DAY VFD TRAINING	WASTEWATER TREATMENT - UTILITY
3/4/2022	1402	\$5,953.58	TEN-8 FIRE & SAFETY, LLC	Intake valves for engines and battery powered vent	FIRE
3/10/2022	1419	\$8,400.00	EDUTAINMENT CONSULTING & SEMINARS	Four-day Cardiac Course 12 Leads	FIRE
3/10/2022	1424	\$18,305.00	XYLEM WATER SOLUTIONS USA INC	PUMP PS-B REPLACING GRUNDFOS	WASTEWATER PUMPING
3/18/2022	1472	\$9,205.35	XYLEM WATER SOLUTIONS USA INC	REPAIR ON PUMP OK-R	WASTEWATER PUMPING
3/21/2022	1479	\$1,875.00	TELEFLEX LLC	EZ IO Needles	FIRE
3/22/2022	1489	\$7,646.32	TEN-8 FIRE & SAFETY, LLC	Hose replacement and parts	FIRE
3/22/2022	1492	\$5,034.73	TEN-8 FIRE & SAFETY, LLC	Wildland Fire Hose, cover, nozzles and eqp bags	FIRE
3/23/2022	1494	\$29,460.00	OCI ASSOCIATES, INC.	Design Services for City Hall IT Data Room	STRWT-ENGINEERING OPERATIONS
3/25/2022	1506	\$9,580.00	BIG BELLY SOLAR LLC	Streets Trash receptacles	STREETS MAINTENANCE

City of Palm Coast, Florida Agenda Item

Agenda Date : April 19, 2022

Department CITY ADMINISTRATION	Amount
Division	Account
	#
Subject WORKSHEET	
Presenter : Virginia Smith, City Clerk	
Background :	
Recommended Action :	

			April 26, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	YTD Budget		Alves
2	Presentation	Fire and Parks and Recreation Overview		Departments
3	Presentation	Fleet Asset and Fuel Update		Mancill
4	Presentation	SAP Evaluation #2		SAP
			May 3, 2022 BUSINESS MEETING	
1	Resolution	Green Lion Concession/Lease Agreement		DeLorenzo
2	Presentation	Citizen's Academy Graduates		Kershaw
3	Proclamation	Public Service Recognition Week		Kershaw
4	Proclamation	National Preservation Month		Kershaw
5	Proclamation	National Travel and Tourism Week		Kershaw
6	Resolution	Johnson Controls Maintenance HVAC @ City Hall		Mancill
7	Resolution	Extension of MSA with Janitorial Incorporated		Mancill
8	Proclamation	Arbor Day and Monarch City		Mini
9	Resolution	Belle Terre Pathway/Bridge Rehabilitation		Morales
10	Resolution	Belle Terre Trenchless Pipe Rehab Project		Morales
11	Resolution	Council Priorities		SAP
12	Proclamation	Municipal Clerk Week		Smith
			May 10, 2022 WORKSHOP MEETING	
1	Presentation	Workshop location options		Akins
2	Presentation	Pavement Management Program		Cote/Alves
3	Presentation	Saltwater Canals update		Cote
4	Resolution	Rehabilitation of Wastewater Structures		Flanagan/Ashburn
			May 17, 2022 BUSINESS MEETING	
1	Ordinance 1st	Vol. FF Pension Amendment		Alves
2	Resolution	LifePaks		Forte
3	Ordinance 1st	Ryan's Landing MPD modification		Myers
4	Proclamation	Water Safety Month		Hirst
5	Proclamation	PW Recognition Week		Kershaw/Mancill
			May 24, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	Fund Account and Revenue Restrictions		Alves
2	Presentation	Utility/PW/Stormwater Overview		Departments
3	Presentation	Presentation by FCTC and FCPA		TC AND PA
			June 7, 2022 BUSINESS MEETING	
1	Ordinance 2nd	Vol. FF Pension Amendment		Alves
2	Presentation	LITE Team graduates		Bevan
3	Presentation	Storm Readiness		County Emg. Rep
4	Ordinance 2nd	Ryan's Landing MPD modification		Myers
5	Proclamation	TAG V Bear		Kershaw
			June 14, 2022 WORKSHOP MEETING	
1	Presentation	Budget Prep Series-Overview Property Tax and TRIM		Alves
2	Presentation	Safety updates-Hardening Facilities		Johnston
3	Resolution	Solid Waste		Schweers
			June 21, 2022 BUSINESS MEETING	
1	Resolution	Solid Waste		Schweers
2	Ordinance- 1st	FLUM, DRI and PUD Amendments Town Center		Papa/Myers
			June 28, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	Council Priority and Update-SPECIAL BUDGET WORKSHOP		SAP
			July 5, 2022 BUSINESS MEETING	
1	Proclamation	Parks n Rec Month		PnR
			July 12, 2022 WORKSHOP MEETING	
1	Presentation	Proposed General Fund Budget and TRIM Rate		Alves
2	Resolution	Initial Nuisance Abatement		Grossman
			July 19, 2022 BUSINESS MEETING	
1	Presentation	Proposed Millage and Proposed Budget		Alves
2	Resolution	Initial Nuisance Abatement		Grossman
			July 26, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	Proposed Utility, St. Water, IT Ent. & Bldg. Fund Budgets		Alves
			Future	
1	Resolution	Data Center Co-Location Services		Akins
2	Resolution	Old Kings Road Special Assessment 8/9		Alves
3	Presentation	Capital, Internal Svcs, Special Revenue, Proposed Budget for all remaining funds- 8/9		Alves
4	Presentation	Final Proposed Budget-SPECIAL BUDGET WORKSHOP 8/24		Alves
5	Presentation	Final Tentative Millage and Tentative Budget-TENTATIVE SPECIAL MEETING 9/8 OR 9/9		Alves
6	Presentation	Final Millage & Budget -TENTATIVE SPECIAL MEETING 9/21 OR 9/22		Alves
7	Resolution	Lehigh Trailhead - Post Design WO & CEI Services Contract & Construction Contract		Cote
8	Resolution	P1 Control Structure Rehab		Cote
9	Resolution	Green Lion Contract		DeLorenzo
10	Ordinance	Memorial Markers		Cote/Grunewald
11	Presentation	Building/Planning Level of Service		DeLorenzo

12	Ordinance	Boat code	DeLorenzo
13	Ordinance	Open burn	DeLorenzo/Berryhill
14	Resolution	Final Nuisance Abatement 8/9	Grossman
15	Ordinance 1st	Animal Control amendment	Grossman
16	Presentation	Council Priority Community Center Parking	Johnston
17	Ordinance	Logo	Kershaw
18	Presentation	Citizen's Academy Graduates	Kershaw
19	Presentation	Citizen's Academy Graduates	Kershaw
20	Proclamation	Pink Army - 9/19	Kershaw
21	Resolution	Fleet Purchases	Mancill
22	Resolution	Citywide HVAC & Ice Machine Repair, Replacement, and Maintenance	Mancill
23	Resolution	Interlocal Agreement Supervisor of Elections	Smith
24	Resolution	Toll Brothers Final Plat	Tyner/Leap