



**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**

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**Tuesday, September 20, 2022**

**9:00 AM**

**COMMUNITY WING**

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**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.

#### **E. MINUTES**

- 1. MINUTES OF THE CITY COUNCIL:  
SEPTEMBER 6, 2022 BUSINESS MEETING  
SEPTEMBER 8, 2022 SPECIAL BUDGET MEETING  
SEPTEMBER 13, 2022 WORKSHOP**

#### **F. PROCLAMATIONS**

- 2. PROCLAMATION - OCTOBER AS RAISE THE PINK FLAG WITH THE PINK ARMY MONTH**
- 3. PROCLAMATION - CUSTOMER SERVICE WEEK**
- 4. PROCLAMATION - CYBER SECURITY AWARENESS MONTH**

#### **G. APPOINTMENTS**

- 5. APPOINT A MEMBER TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE**
- 6. APPOINTMENTS TO THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD**

#### **H. ORDINANCES SECOND READ**

- 7. ORDINANCE 2022-XX AMENDING THE VOLUNTEER FIREFIGHTER RETIREMENT SYSTEM**

#### **I. ORDINANCES FIRST READ**

**8. ORDINANCE 2022- XX AMENDING THE BOUNDARIES OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT - APPLICATION # 5188**

**9. ORDINANCE 2022-XX AMENDING SECTION 2-36, MEETINGS, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST**

**J. CONSENT**

**10. RESOLUTION 2022-XX APPROVING AN AUTOMATIC/MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE CITY OF FLAGLER BEACH, THE CITY OF PALM COAST AND FLAGLER COUNTY**

**11. RESOLUTION 2022-XX APPROVING SUBRECIPIENT AGREEMENTS FOR THE CDBG-CV PUBLIC SERVICE GRANT PROGRAM**

**12. RESOLUTION 2022-XX APPROVING THE CONTINUATION OF THE HEALTH INSURANCE WITH FLORIDA BLUE AND TO INCLUDE STOP LOSS AND LIFE AND DISABILITY INSURANCE**

**13. RESOLUTION 2022-XX APPROVING A MASTER SERVICES AGREEMENT WITH AMERICAN JANITORIAL INCORPORATED FOR CITYWIDE JANITORIAL SERVICES**

**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 AUGUST 2022**

**O. ADJOURNMENT**

**15. AGENDA WORKSHEET AND CALENDAR**

# City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b> CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> MINUTES OF THE CITY COUNCIL: SEPTEMBER 6, 2022 BUSINESS MEETING SEPTEMBER 8, 2022 SPECIAL BUDGET MEETING SEPTEMBER 13, 2022 WORKSHOP	
<b>Presenter : Virginia Smith, City Clerk</b>	
<b>Background :</b>	
<b>Recommended Action :</b> <b>APPROVE MINUTES OF THE CITY COUNCIL:</b> <b>SEPTEMBER 6, 2022 BUSINESS MEETING</b> <b>SEPTEMBER 8, 2022 SPECIAL BUDGET MEETING</b> <b>SEPTEMBER 13, 2022 WORKSHOP</b>	



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

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**Tuesday, September 6, 2022**

**6:00 PM**

**COMMUNITY WING**

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**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.*

*Mayor Alfin changed the order of the agenda to hear the Proclamations and Awards prior to public comment.*

*Agenda moved to item 2.*

#### D. PUBLIC PARTICIPATION

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*This item was heard after item 1.*

*Alan Lowe-agrees with Council in how well the staff put together the budget. Potential tax increases-requested council take a step back and revisit the tax increase to take the burden off the taxpayers.*

*Anna Sedaju-moved here from Michigan. Taxes increased from \$2,100 to \$5,300. Has to either adjust her spending or sell her home. Discussed the TRIM rates of multiple properties.*

*Mike Cochiola-discussed the 'egregious' act of one of the Council members using the Council room for partisan political purposes. Commented that if this political ad is used, he will use his pen to discredit both the candidate and the Council Member. Taxes-invest in the future. Find a way to equitably invest in the future.*

*Celia Pugliese-resident since 1991. Opposes the 5G tower next to the golf course. Homes in Carlson Park Estates, Lake Forest and Courtney Lane and C Section will be affected by a decrease in values. The City Manager is the Land Use Administrator responsible for this special exception.*

*Sissy Kita-Congratulated Council on salary increases. Discussed checks and balances on projects. Comments that it does not seem like these projects are managed well. Widow on fixed income. Lives here because the rates were good, taxes were good. Homeowner's insurance is up 90%. Gasoline is up, utilities are*

*up, food is ridiculously high. Notes that every Council Member is voting for a 15% tax increase, except CM Danko. Comments that she will fight the 15% tax increase. Shame on you.*

*Ken McDowell-vehemently opposes the 15% tax increase. This is unconscionable. Proposes each Council Member hold meetings with their districts. Nobody represents their districts. All are at large. This is wrong. Listen to the people instead of the developers.*

*Jim Guggenheim-Resident of Palm Coast, disabled veteran. Opposes tax increase and Council pay raise. You work for us. There are many speeders on Wynnfield Drive, kids play on that street.*

*Ken Johnson-lived here for 8 years. Tax increase is ridiculous. Redo this budget. Start with employees, every one of them drives around in F150s. Will vote against each one of you. Cut your salaries.*

*James Vincent-multi-family properties are adding to the traffic. Roads cannot handle the increase in traffic. Looks like Ft. Lauderdale. Now, with cracks and potholes, it is starting to look like Philadelphia. Why raise our taxes 15%? Retirees are hurting. No justification for this increase. No more increases please.*

*Declan MacNeil-just moved here and is newly retired. Opposes tax increase. Sorry he moved here. Please make concessions for the positions people are in. Please reconsider and think of the people of Palm Coast.*

*Bruce Stone-does not care that you voted yourself a raise, you deserve it. He does care about the traffic that is not being dealt with. His mailbox was knocked down again. Elections-stop letting corrupt people run. Do a background check on candidates. The corruption needs to stop.*

*Greg Korem-purchased a home in March of 2020 just before the pandemic. Comments on a loophole in the taxes and assessment process. Could not homestead for over a year and a half. Was told there was a 10% max but when you apply, the appraised value is current market value. Taxes doubled.*

*Susie Shaffer-moved to Palm Coast in 2020 because it was lovely and affordable. Property tax was \$1900, did not expect it to go up to \$2900. Discussed the Capital Projects and the increased budget. The Maintenance Complex keeps increasing. A detailed list would help people understand where the money is going. When the numbers go up and you are asking for an increase in taxes, it makes us wonder what you are doing with our money.*

*Greg Kilpatrick-reading prepared comments. Regional Racquet Center is going to cost \$6 million; current tennis center operates at a loss of \$50K per year; maintenance for the parks is provided through the General Fund. Mentions a crowd at Holland Park playing pickleball, 50 people there. We will have to pay for the maintenance of these facilities.*

*Curtis Baker-how have we gotten to this point, trust or lack of trust. We expected this Council to look out for the benefits of the people. Taxes are going up and services are going down. You drive and see a whole host of cars and many multi-story complexes being built but no viable infrastructure to support it. There are no jobs to support this. We see the fiasco with WastePro, that was funny, but we had to pay for it. You voted yourselves a tremendous raise, is it to line your pockets or to help us? Trust issues. You're supposed to be working for us, not us working for you. Do the job for the people.*

*Vincent Liguori-discussed Mayor's comments in an Observer article on quality of life, implying that our infrastructure is idyllic. What about the roads, swales, flooding, culverts? Planned expansion west-what about the dollars needed for the roads, etc.? This Administration is the most unresponsive.*

*Steve Carr-is hearing that the 15% tax increase is to preserve quality of life. What about Florida Park Drive? Traffic issues: 8,400 cars drive on Florida Park Drive per day. Our problem grows every year. I have been coming and complaining for 15 years. Our quality of life has been destroyed. Whose quality of life am I paying for? Please do something to fix the problem.*

*David Shank-recognized his fellow veterans in the room, 'Thank you for your service.' Thanked the first responders. I served 30 years in the army. Perplexed at the constant churn of financial discussion that takes place here. Delay the decision on the 15% increase.*

*Paul LaGasse-moved here a year ago, liked the school system, the quality of life, and low taxes. A 15% tax increase has lead him to believe we have an out-of-control system. Have you ever tried zero based budgeting? Look at every line item. I am very sorry we moved here.*

*Bill Buscatch-moved here in 2020, rented for a while, and decided to build. Received a tax notice that his taxes will be either \$4800 or \$5600. Then received a second letter that his taxes would be \$5600 or \$6300. Neighbors are paying 4 to 5 times less. Called the Tax Assessor to ask him some questions. Please do not raise the taxes.*

*Ken McDowell-Proposes that each District retains 5% of their generated tax revenue.*

*Cameron Sedaju-moved here a year ago, agrees with most of the comments heard here tonight. Feels a bit of mistrust regarding the city government. Asks that Council disclose their property tax, and asks if they received any benefits from any of these projects.*

*Marnie Brinley-moved here eight months ago from Oklahoma. The stress from moving halfway across the country had its challenges, and then received proposed tax increase notice. It does not seem rationale. Not everyone can pay these large tax increases. Offensive to get this notice.*

*Mike Sulurra-bigger is not better. Came from Broward County. It seems we are caving into and subsidizing the developers. Code enforcement - if you complain,*



*you must give your name and address. If they see a violation, let the police know. Have Code Enforcement write up the complaint instead of the citizen. Concerned about harassment.*

*Lea Labarge-moved here from Idaho in May. Has never closed on a house and been told that this is not the mortgage, the taxes will be reassessed. City looks horrible. Developers do not pay impact fees, there are no sidewalks. Has worked for Fortune 500 companies and has never received 151% increase in salary. Wish you all the best and will keep in touch.*

*Chantel Preninger-agrees with the lady that spoke about the 5G towers but is here about the salary increase. You said the budget was healthy enough to absorb the increase. Now hears about the 15% tax increase. I do not know how you spend so much money. It's not monopoly money, it's the people's money. I wish we could impeach you. How do we stop you?*

*Charles Hanger-appreciates being able to address Council. The economy is not just here in Flagler County. Appreciates the challenges but concerned about the property taxes. Growth should pay for itself, but it doesn't. Impact fees and tax base. Property values have increased exponentially. Look at special projects.*

*Beatrice Cost-just moved here, has lived in Florida for 50 years. Understands that taxes are different when you move. Asks that Council looks at the demographics. Where is what you are doing advertised? Where is the money going? Where are the spreadsheets? Where is all that information advertised? Please think about what you are doing. Thank you for trying.*

*Lisa Perkins-it is your job to serve. Listen to the people, you have widows, retired schoolteachers, veterans, older retirees, and a founding father come before you. I hope you listen to them. Don't spit in our face like you did with your raise. You cannot do this to the people. It is your fiduciary duty to make sure our money is well spent. You need to tighten the belts. Stop pulling it out of our pockets. We should all be getting a little bit of a break. No to the tax increase.*

*Mary Harrah-address a few issues-salary increase, most of the people here only received a 3% or 5% increase, you knew your salary when you came into office. The City is growing by leaps and bounds. No addressing of additional policing, a lot of speeding and traffic lights being run. Go through Town Center you see peel outs, but not a lot of police presence. We are bringing in renters who are not owners and have no accountability. Code enforcement has become a joke when you must state who you are when you complain about your neighbor. This could lead to harassment. Code enforcement should be making rounds and writing up these issues.*

*Susan Fine-taxes were \$5,200, this year tax is \$7,500. That comes out to \$625 per month more in taxes. Increase in gas, food, insurance-how many people can afford \$625 per month in taxes? Her dream was to move to St. Augustine, the taxes would have been \$2000 less. The schools in St. Augustine are better. I think you are making a huge mistake. You will be driving out more people.*

*Robert Myer-Was not planning on speaking. Hopes Council has been sincerely listening to the people.*

*Rita Madeiros-has a son who is 32 who lives here. He makes too much for low income but not enough for rent. No benefits. He struggles to pay for food and rent.*

*Al Krier-Safety on Cimmaron Committee, in the essence of time, our presenter will come back next Tuesday. Thank you very much.*

*Jules Kwiatkowski-resident of Palm Coast for 30 years. Discussed traffic on Belle Terre on Friday afternoon when people are picking up children from school. They have turned Belle Terre Parkway into one lane. Recommends using the road behind Frieda Zamba for drop offs.*

*Mayor Alfin requested the City Attorney provide an overview to property appraising and values.*

*Ms. Borkert explained that property appraisal and values are determined by the Flagler County Property Appraiser. Also explained the millage rate and process.*

*CM Klufas welcomed fellow Council Members to discuss any line items they wish to cut or eliminate.*

*VM Branquinho-I voted against the raise and have been voting against multi-families. There is a scale, there is money we must spend. Most people in Palm Coast are homesteaded. My taxes are going up \$51. Maybe there are people out there that can't afford it, I can afford it. I would love to cut cops and firemen if I could. Capital improvement plan. There is not one single cent being spent, that was not explained. Next year alone, fixing your roads \$7 million, is actually more than that. There are a bunch of other things we can consider. If you think it is bad management, that is done by the rightful departments. They tell us what they need. Every single cent has been explained to us. I want to lower your taxes if I can, but I do not want to lower the quality of life by lowering services. You put me here to bring a good quality of life for you. The price of your properties is going through the roof. I have no idea how a home has gone from \$200K 5 years ago to \$500K now. My house is close to \$600K, I do not know how but it is.*

*Council Member Danko-we do need certain things, police, fire, EMT's, we have suffered a lot this past year. This economy is in the garbage. We can wait for one year. Roll back this millage rate one single year. Once you establish a budget, it is a done deal. They brought us a budget. Hiring freeze, replace those that are promoted or leave, media department a request for \$5K to learn how to use social media. Holland Park disaster dollars. All I am asking is one time, let's have a rollback and send the message to the County. If we set the example, the rest of can follow. I will vote a complete roll back. I will never vote for a tax increase; I would rather drink anti-freeze.*

*CM Fanelli-I hear you; this Council has heard you, we are listening. We are in trying times. But no matter how hard I try I cannot maintain the budget at home*

*and keep the same services. I am looking at what I can eliminate. Do I really need the services I have? There is not fat to cut. We are talking about services, the meat. I have to make hard decisions for you. I have been trying to do that. There is no impact to the budget for the Southern Recreational Facility. Please feel free to email me, I want to be transparent to each of you.*

*CM Klufas-spoke about budgeting process and strategic planning. The budget is available on Palmcoastgov.com. I think we can cut the dredging of the canals this year, if we really want to be responsive to these citizens.*

*VM Branquinho-Let's cut our salaries back to where they were. I challenge Councilman Danko to cut our salaries.*

*Mayor Alfin-Council Member Klufas I appreciate your challenge. I suggest to each Council Member to provide a line item cut and get with the City Manager by Thursday's meeting.*

*VM Branquinho made a motion regarding Council salaries. Motion died for a lack of a second.*

*The sign language interpreter was released as the residents requesting the accommodation left for the evening at 8:10 pm.*

*The agenda then moved to item G 5.*

## **E. MINUTES**

### **1 MINUTES OF THE CITY COUNCIL: AUGUST 16, 2022 BUSINESS MEETING AUGUST 30, 2022 SPECIAL BUDGET MEETING**

**Pass**

**Motion made to approve by Council Member Klufas 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**

*This item was heard after item 4.*

## **F. PRESENTATIONS AND PROCLAMATIONS**

### **2 PROCLAMATION - HALF CENT FOR FLAGLER SCHOOLS**

*Mayor Alfin presented this proclamation to representatives of Flagler Schools. The Superintendent of Schools, Ms. Middlestat thanked Council and introduced her staff.*

**3 PROCLAMATION - SEPTEMBER AS NATIONAL RECOVERY MONTH**

*VM Branquinho presented this proclamation to representatives from Flagler Open Arms and Flagler County Drug Court.*

**4 PRESENTATION - PHOTO CONTEST WINNERS & AWARDS**

*Ms. Brittany Kershaw presented the winners of the 2022 Photo Contest.*

*The agenda then returned to D. Public Participation.*

**G. ORDINANCES SECOND READ**

**5 ORDINANCE 2022-XX ESTABLISHING THE LANDINGS COMMUNITY DEVELOPMENT DISTRICT - APPLICATION # 5110**

**O20220017**

*City Attorney Borkert read the title into the record. Ms. Borkert reminded Council this is a quasi-judicial item. Mayor Alfin, CM Klufas and CM Fanelli disclosed receiving emails, but those emails will not affect their decision tonight.*

*Public Comment*

*Lea Laberge-I have not seen anything regarding this development. There are no sidewalks. Would like to see the CDD put in sidewalks and on Belle Terre there is no left turn lane onto Citation. Have not seen the plans for this development but if that developments ingress/egress is there, will there be a left turn lane there?*

*Mayor Alfin requested to the City Manager obtain contact information.*

*Robert Myer-I feel like I am in the ninth inning losing to pitcher Douglas. I am not against the CDD. Pitcher Douglas leaves the gates open so he can sell more homes. Once you ok this, there is no oversight to this CDD. Anything you think needs to be fine-tuned, must be done now or we will be stuck. Requesting before this development starts, that the gates are closed. Provided a handout to the Clerk to mail it back to him, which is attached to these minutes.*

**Pass**

**Motion made to be adopted on second reading by Council Member Klufas and seconded by Council Member Fanelli III**

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

**H. ORDINANCES FIRST READ**

**6 ORDINANCE 2022-XX AMENDING THE VOLUNTEER FIREFIGHTER RETIREMENT SYSTEM**

*City Attorney Borkert read the title into the record.*

*Ms. Alves and Mr. Tim Wilsey, Chair to the Volunteer Firefighter Pension Board presented to Council on this item.*

*Council held a discussion on the item.*

*Public Comment*

*Patrick Juliano-spoke on behalf of the Professional Firefighters. He is the President of the Union for the Firefighter. The Union has been in negotiations with the City to change from the 401a plan to the Chapter 175 Defined Benefit Plan.*

*Mayor Alfin asked the City Manager if this assists in her plans. Ms. Bevan provided a brief overview.*

**Pass**

**Motion made to be approved on first reading 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**

**I. RESOLUTIONS**

**7 RESOLUTION 2022-XX APPROVING EXPENSES RELATED TO THE HOLLAND PARK SPLASH PAD REPAIR**

*City Attorney Borkert read the title into the record.*

*Mr. Carl Cote provided an overview to this item.*

*Council held a discussion on this item.*

*Mayor Alfin looking for a consensus cost recovery for that differential in mediation for current costs. There is a way to quantify loss of use to the community.*

*Public Comments:*

*Chantel Preninger-earlier we were wondering where all the money went. The ocean is ten minutes away. Splash all they want there. Sometimes you must count your losses.*

*Mayor Alfin also does not want to pay legal fees so requests that the City Manager underscore that during mediation.*

*Mediation settlement agreement discussion to be brought back to Council for the terms of the settlement agreement.*

**Pass**

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

**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 AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY FOR COUNTYWIDE PARKS & RECREATION MASTER PLAN**

**R20220108**

*City Attorney Borkert read the title into the record.*

*Ms. Lauren Johnston, Assistant City Manager presented to Council on this item.*

*Public Comments:*

*There were none.*

**Pass**

**Motion made to approve by Vice Mayor Branquinho and seconded by Council Member Fanelli III**

**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 THE PURCHASE AND SALE CONTRACT WITH ROBERT D. ALBERT AND GAIL B. ALBERT, TRUSTEES OF THE ROBERT D. ALBERT AND GAIL B. ALBERT REVOCABLE TRUST DATED MAY 8, 2018, FOR THE PROPERTY LOCATED AT 350 PALM COAST PARKWAY NE**

**R20220109**

*City Attorney Borkert read the title into the record.*

Chief Berryhill presented to Council on this item.

Public Comments:

Chantel Preninger-this is one project that puts a smile on my face.

**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**

**10 RESOLUTION 2022-XX CERTIFYING THE 2022 PRIMARY ELECTION RESULTS**

**R20220113**

City Attorney Borkert read the title into the record.

Public Comments:

There were none.

**Pass**

**Motion made to approve by Vice Mayor Branquinho and seconded by Council Member Fanelli III**

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

**J. CONSENT**

**11 RESOLUTION 2022-XX APPROVING MASTER PRICE AGREEMENTS WITH FERGUSON WATERWORKS AND FORTILINE INC., TO PURCHASE VARIOUS UTILITY SUPPLIES**

**R20220110**

**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**

**12 RESOLUTION 2022-XX APPROVING THE INSTALLATION OF FIBER AND PURCHASE OF EQUIPMENT TO CONNECT THE I-95 WATER TANK**

**R20220111**

**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**

**13 RESOLUTION 2022-XX APPROVING A CONTRACT WITH UNITI FIBER LLC TO PROVIDE DATA TRANSPORT SERVICES**

**R20220112**

**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**

**K. PUBLIC PARTICIPATION**

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

*Chantel Preninger-Is the Landings an HOA Community? Mayor Alfin suggested the City Manager provided contact information regarding the question.*

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

*Mayor Alfin appreciates everyone's efforts tonight. Appreciates their input and engagement with the public.*

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

*Nothing at this time.*

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

*Ms. Bevan-Very proud to announce Mr. Jason DeLorenzo is appointed to his new role of Chief of Staff. Jason will take on more responsibilities. His team in Community Development will be spreading their wings.*

**O. ADJOURNMENT**



*The meeting was adjourned at 9:37 PM*

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

**14 AGENDA WORKSHEET AND CALENDAR**



**City of Palm Coast  
Minutes  
CITY COUNCIL SPECIAL  
BUDGET 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**

---

**Thursday, September 8, 2022**

**5:15 PM**

**COMMUNITY WING**

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**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 meeting 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**

*Mayor Alfin called the meeting to order at 5:15 PM*

**B. PLEDGE OF ALLEGIANCE TO THE FLAG**

**C. ROLL CALL**

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

**D. PRESENTATIONS**

**1 PRESENTATION - FINAL PROPOSED FISCAL YEAR 2022-2023  
BUDGET**

*Ms. Helena Alves, Finance Director and Ms. Gwen Ragsdale, Procurement Manager presented to Council on this item.*

**RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD**

*Motion was made by VM Branquinho and seconded by CM Klufas to recess the City Council and Convene the SR 100 Corridor Community Redevelopment Agency at 5:38 pm. Motion passed unanimously.*

**E. SR 100 CORRIDOR CRA RESOLUTIONS**

- 2 STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY (SR100 CRA) RESOLUTION 2022-XX ADOPTING THE SR 100 CORRIDOR CRA TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023 AND AMENDING THE STATE ROAD 100 CORRIDOR CRA BUDGET FOR FISCAL YEAR 2021-2022**

**R20220114**

**Pass**

**Motion made to approve by Vice Mayor Branquinho and seconded by Council Member Fanelli III**

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

**ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL**

*Motion was made by Board Member Branquinho and seconded by Board Member Klufas to recess the SR 100 Corridor CRA and reconvene the City Council at 5:40 pm. Motion passed unanimously.*

**F. CITY RESOLUTIONS**

- 3 RESOLUTION 2022-XX SETTING THE TENTATIVE MILLAGE RATE (TRIM) FOR FISCAL YEAR 2022-2023**

**R20220115**

*Attorney Borkert read the title into the record.*

*Mayor announced the required step 1 that this item is to adopt a Proposed Millage Rate. Stating: "The City of Palm Coast proposes to levy a millage rate of 4.6100 mills. This is an increase of 14.85% from the rolled-back rate of 4.0138 mills."*

*Mayor called for Council comments.*

*CM Danko opposes the proposed tentative millage. Supports full rollback.*

*CM Fanelli-Discussed the budget and potential cuts.*

*VM Branquinho-Spoke of the domino effect of a hiring freeze; colleagues to make motion to make some cuts-dredging canals.*

*CM Klufas-day to day operations, we do not know, we have to trust our directors.*

*Mayor Alfin spoke of the budget process and requested clarification on budget meetings and discussions. Spoke of the disinformation and that the factual information is available from the City.*

*CM Danko suggested making changes to the budget process and support of the rollback for this year.*

*VM Branquinho reminded the public that last year the City rolled back half way. Mayor, you spoke of transparency, and we have been transparent.*

*CM Fanelli-misinformation clarification. We have the lowest millage rate in the County. We only receive 23% of the taxes from what is paid.*

*Mayor Alfin announced Step 2 calling for public comments.*

*Public Comments:*

*Susie Shaffer-Millage rate and the budget-couple of questions, we are all suffering with supply chain issues, costs are going up for everyone; maybe we should postpone some of the big projects that are on this list. Please look more deeply at the budget. Please reconsider for all of us.*

*Mayor Alfin requested Ms. Alves address the resident's comments, which Ms. Alves did.*

*CM Danko discussed capital improvement projects. How are we going to maintain these facilities? We have to be completely transparent.*

*Donna Kayler-reminded Council of the day-to-day limitations of living on a budget. I just found out my nest egg has shrunk 20%. The 15% will be passed onto residents by businesses. Everything is increasing. Spend wisely. You have a fiduciary responsibility. Lost a lot of ground with respect to trust. You represent us, not dictate to us. Put capital projects on the ballot. Who is my representative-I live on Edison Street?*

*Lee Dungee-moved here 5 years ago from Chicago. For the past 4 years, the Ad Valorem increased \$2 mil per year. You are projected to receive \$5.5 mil more. It is not just real estate taxes; water and sewer up 21% over past 4 years; stormwater charge will more than double by 2024 and garbage fees will have*

*gone up 59% since 2021. I never hear about a city laying people off; your job is to set priorities. Plenty of new homes going up, that is additional tax money. Spend wisely but remember everything is going up.*

*Mary Hampton-Did not see a line item for the golf course expenses. Would like to see more numbers on the golf course. Why are we paying for a golf course?*

*Anna Sedaju-the public is clearly stating 'no' to a tax increase. We are all feeling the effects of inflation. We have cut the fat from our budgets. New tax revenues from new homeowners is your fixed budget. Put positions on hold unless critical.*

*Ken McDowell-this is unnecessary. I look at the budget Mr. Danko held up. They need to be scrubbed down to reality. Spoke about impact fees for development. Maintain current millage rate, do not increase anything. Go back to the City Manager and all the leaders in the back and scrub the wish list. It is going to cause economic hardship.*

*William Roberts-supports most of the comments today; did not appreciate VM Branquinho's comment regarding 20% being homesteaded. He may have to sell his dream home because of the increase in taxes that he cannot afford.*

*Alan Lowe-this past Tuesday, this room was standing room only. There were about 30 people that came up to speak; most were angry; we look at the budget process backwards. We raise the millage rate to do what we want to do instead of making the budget fit the needs. Spoke of maintenance responsibilities at all properties in Palm Coast. The City mows the unimproved residential lots, so the taxpayers are paying the maintenance of the unimproved property. If we were to charge the unimproved property owners \$25 per mow through a special taxing district, it could generate \$3 million dollars.*

*Steven Marren-moved here 5 years ago and he is outraged; my income is not fixed, it is broken. If the money is not there, I cannot spend it; if the money is there, I want to make sure I get what I want for my money.*

*Amy Listowski-since 2021, there are many more new homes that are bringing in revenue. If my calculations are correct, you have \$5.5 million more in revenue. Roll back the taxes and make do with what you have; spend it on necessities. We are all facing a recession. Everything is going up for everyone.*

*Kelly Schmidt-I noticed fleet management is up over 54%. Questions who will receive the Ford F-150s.*

*Ms. Alves provided a brief overview on fleet purchases and how to access the spreadsheets on the City's website.*

*CM Klufas clarified misinformation that has been in the public regarding fleet purchases.*

*Thomas Roark-left NY to come here. I took a 50% paycut; just found out that my taxes are going to \$6K. In NY they were \$7K and I was making twice as much money. Where do you think the money is coming from to pay these taxes?*

*Jane Gentile-Youd-I am not a resident of Palm Coast but commend you on your viewable budget presentation. Building is booming; why are you not collecting more from permit fees? You need to tax vacant lot landowners who are not paying taxes. It is a problem in both Flagler County and Palm Coast.*

*Al McConey- about a year ago I bought a house. My taxes went up 100%.*

*Jaden Chavis, 65 Wood Haven Dr. You have to think about it. We want roll back; We pay enough, times are hard for all. Mr. Danko is the only one who said we need rollback. I want a better life for new incoming people of Palm Coast. We have much more to do. Just think about it.*

*Larissa Bulyanokov-I was here Tuesday and now today and am very happy to hear the residents speak to you. What we want is for you not just listen but to hear us. You cannot compare this city with other cities taxes. Make us happy here. We want to be happy here.*

*Scott Champion-owns a restaurant here; our costs have gone through the roof; hard to pass on to the customers. I know this is another expense we have to incur. I am fortunate that I own rental property and am trying to keep the rents affordable.*

*Bill Buscatch-I moved here in 2021, and I understand some moved from one part of Florida to another and a homestead percentage goes with them. There is something wrong with the whole system. It is unbelievable I am paying 4 to 5 times more than my neighbors.*

*Piata Devortoli-moved here last year in November. We must have picked the wrong time to move here. We are going to pay 100% more than the previous owner.*

*Greg Pierce-moved here in 2020, everything has increased. In his position, he did quarterly meetings with department heads concerning financial and performance measurements. Do you meet with your managers? There has to be accountability for that money.*

*Emanuel Brown-I bought 3 years ago; finally retired and moved down to enjoy all the benefits that this community has, as well as the great prices and low taxes. That has disappeared. I missed the homesteading by two weeks. My taxes are increasing. I left the madness in NY over taxation. I seem to have landed in the same position.*

*Cameron Sedaju- do not raise our taxes. I have had many jobs, and one job a month into it, I knew I could not do it. I went to hiring manager and quit. No shame in quitting. If you cannot stay with last year's budget, maybe you should quit. We would all respect you. You should not raise any taxes.*

*Bruce Stragenjac, Z section-Trying to keep it short. I stand with Mr. Danko and his ideas on what should happen here tonight.*

*Charles Hagger-appreciates dedication of Council; observations-lived here since 1979. I have done a number of budgets with ITT so I understand what it takes to run a community. You did not inherit a perfect community. I looked at the budget and property values. We are speaking about assessed values which have increased 70% and a budget of 15%. That sounds like double taxation. We need to take a step back and look at that. There appears to be a disconnect, some are getting way overtaxed, and some are not. That is for consideration, and I do not know if you have control over that. I am disturbed by the amount of growth in this community. Grow does not pay for itself.*

*Paul Vargo-looking at the same budget; there is a lot that we can do to cut and give a break to some of the homeowners. For example, \$30K for sod in the dog park-that is a place that we can cut. We have been working on canal system health for about a year and a half. The Council Members from two other districts want to cut the canal budget. Each Council Member should meet once a month with their constituents.*

*Gary Kunas-Addressed Mr. Klufas's comments on the C section dredging; it is obvious that CM Klufas and VM Branquinho do not want to do anything with the canals.*

*Mayor announced Step 3 The City of Palm Coast proposes to adopt a millage rate of 4.6100 mills.*

*Returned to Council for comments or a motion.*

*CM Danko-we have heard from a lot of citizens. Tonight, we have a pretty good crowd. One thing that is clear to me, everyone that has come is opposed to a tax increase this year. We need to rollback for one year. This is not the way to do it, we need to change the budget process. We need to have the courage to tighten our belt.*

*CM Fanelli-thanked everyone for their civility and decorum tonight. I appreciate it. I feel the same pain. I have 3 kids 9, 7, and 5. We have had unexpected medical expenses in the tens of thousands. The situation we are in is not unique to Palm Coast nor Florida. I have been through this budget. If the directors are hiding money, they are doing a darn good job. I am struggling to roll the rate back, but I cannot. I need to know what the cuts would be.*

*VM Branquinho-an idea came from a resident to cut \$3 mil. I had a vacant lot for years and paid taxes on it. The City mowed the lot. I did not have school kids on my lot, I did not have the Sheriff on my lot. I did not use services.*

*CM Klufas-my comments align with my colleagues. There is not any fat. I am not willing to cut services. To keep the level of service and quality of life today.*

*Mayor Alfin passed the gavel to VM Branquinho to speak. Repeated his statement from last Tuesday. Made motion to maintain City of Palm Coast at 4.6100 mils. Seconded by CM Klufas.*

*Comments on the motion.*

*CM Danko-this is why elections are important.*

*Mayor Alfin announced*

**Pass**

**Motion made to approve by Mayor Alfin and seconded by Council Member Klufas**

**Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Nick Klufas, Council Member John Fanelli III**

**Denied - 1 - Council Member Ed Danko**

**4 RESOLUTION 2022-XX ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2022-2023 AND AMENDING THE FISCAL YEAR 2021-2022 BUDGET**

**R20220116**

*Attorney Borkert read the title into the record.*

*Mayor Alfin announced Step 1 introducing the tentative budget and called for Council comments. Mayor stated: "The City of Palm Coast proposes to adopt a budget with total appropriated expenditures and reserves of \$328,187,633."*

*VM Branquinho has no comments.*

*CM Fanelli thanked staff for all their hard work in completing this budget.*

*CM Klufas thanked staff for their hard work as well.*

*CM Danko-wants to see workshops 3 days 8 hours per day so we have a clear explanation of every single item.*

*Mayor Alfin announced Step 2-Public Comments.*

*Public Comments:*

*Charles Hanger-reiterated concerns about population growth. Take care of what we have before we bring in more that would weigh on our infrastructure. Plan for the future. Sheriff and Fire Departments are underfunded.*

*Mayor Alfin announced Step 3, adopt the tentative budget resolution. Mayor stated: "The City of Palm Coast proposes to adopt a tentative budget of \$328,187,633."*

**Pass**

**Motion made to approve by Vice Mayor Eddie Branquinho and seconded by Council Member Klufas**



**Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Nick Klufas, Council Member John Fanelli III**  
**Denied - 1 - Council Member Ed Danko**

*Mayor Alfin announced Step 4, after resolution, announcing a public hearing for September 21, 2022.*

**G. PUBLIC PARTICIPATION**

*There were none.*

*Mayor Alfin added one final comment. Comments are hard to hear and heartfelt by every single member of the dais. A thought I have for a future opportunity is to look at the fixed income resident to look to the state to consider an exemption to those on fixed incomes.*

*CM Danko-would like to add those who move here also to the discussion to see if there is something we can do to assist.*

*Mayor Alfin applauds everyone in this room.*

**H. ADJOURNMENT**

*The meeting was adjourned at 7:43 p.m.*

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



**City of Palm Coast  
Minutes  
COUNCIL WORKSHOP**

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**

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**Tuesday, September 13, 2022**

**9:00 AM**

**COMMUNITY WING**

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**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 9:00 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.

*City Attorney Borkert provided the rules and procedures of Public Comment.*

*Judy Kroovand spoke about phenomenal customer service provided by the City.*

*Jim Petochick thanked Council Member Fanelli for meeting with the Safety on Cimmarron Committee. Mr. Petochick spoke about a signed petition from residents in the area who are in favor of a sidewalk. Can the City of Palm Coast assign a person to look into Federal aid and apply for Federal funds?*

*Ed Fuller shared about a Public Works staff member and recognized various other City staff.*

*Bruce Stone shared about a conversation he had with the City of St. Augustine regarding safety devices. Additionally, Mr. Stone asked where the money is going and what it is used for. Mr. Stone also called for a public apology from Mr. Danko.*

*Gary Kunnas spoke about tax money in relation to seawalls, docks, and canals. Charge higher fees, we are carrying the costs. Mr. Kunnas shared photos of boats and canals which are attached to these minutes.*

*Ms. Bevan shared about the budget information that is available online and offered staff assistance for those questions. Ms. Bevan shared additional information regarding grants.*

*Vice Mayor Branquinho thanked the public speakers for sharing the good stories.*

*Council Member Klufas clarified his comments regarding saltwater canals.*

*Council Member Fanelli replied to each of the commenters and thanked staff for the great job that they are doing.*

*Council Member Danko replied to various public speakers.*

## **E PRESENTATIONS**

### **1 PRESENTATION – LOCAL LEGISLATIVE PRIORITIES**

*Jason DeLorenzo, Chief of Staff, presented to Council on the topic including various local and legislative priorities.*

*Council discussion included session start date, support for various priorities, and questions related to the priorities.*

*Mayor Alfin shared support for the priorities discussed and urged Council to let staff know if they have any other priorities that have not been listed.*

*Council Member Fanelli asked if policy can be included.*

*Mr. DeLorenzo provided a response. Additionally, Mr. DeLorenzo discussed next steps and timeline.*

### **2 RESOLUTION 2022-XX APPROVING SUBRECIPIENT AGREEMENTS FOR THE CDBG-CV PUBLIC SERVICE GRANT PROGRAM**

*Attorney Borkert read the title into the record.*

*Jose Papa, Senior Planner, presented the topic to Council.*

*Topics presented included a background of the program, proposed activities, and allocation.*

*Council discussion included compliments to the Family Life Center and Flagler Cares.*

*Mayor Alfin extended an invitation to each City Council member to view the new Flagler Cares facility.*

### **3 RESOLUTION 2022-XX APPROVING AN AUTOMATIC/MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE CITY OF FLAGLER BEACH, THE CITY OF PALM COAST AND FLAGLER COUNTY**

*Attorney Borkert read the title into the record. Kyle Berryhill, Battalion Chief, presented the topic to Council. Michael Tucker, Flagler County Fire Chief, was available for questions.*

*Topics discussed included current response practices, definition of terms, and agreement details.*

*Council discussion included origination details of the agreement, communication and predetermined areas, incident command and clarification provided in the agreement, support for the agreement, and support for the recent 9/11 ceremony provided by the City.*

**4 RESOLUTION 2022-XX APPROVING THE CONTINUATION OF THE HEALTH INSURANCE WITH FLORIDA BLUE AND TO INCLUDE STOP LOSS AND LIFE AND DISABILITY INSURANCE**

*Attorney Borkert read the title into the record.*

*Renina Fuller, Human Resources Director, and Ashley Fenner, Benefits Coordinator, presented the topic to Council.*

*Topics presented to Council included 2022/2023 renewal overview, changes to the plan, cost increases, and insurances offered.*

*Council discussion included employee level of satisfaction, and consensus to proceed with this item.*

**5 ORDINANCE 2022- XX AMENDING THE BOUNDARIES OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT - APPLICATION # 5188**

*Attorney Borkert read the title into the record.*

*Jordan Myers presented the topic to Council. Topics presented included a background of the item, proposed facilities and services, public participation, recommendation, and next steps.*

*The applicant was available for questions.*

*Council discussion included intention of the CDD, responsibilities of the city, and description of a CDD (Community Development District).*

**6 ORDINANCE 2022-XX AMENDING SECTION 2-36, MEETINGS, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST**

*Attorney Borkert read the title into the record.*

*Virginia Smith, City Clerk, presented the topic to Council.*

*Topics presented included 2011 Charter Amendment, Federal write-in ballots, 2022 election timeline, proposed amendment, options for 2022 organizational meeting, future elections, and organizational meetings.*

*Council concurred to induct the new Council Members at the next regularly scheduled meeting after official results are received, which is 12/6/22.*

*Ms. Smith shared the dates of the two upcoming reads of this Ordinance.*

**F PUBLIC PARTICIPATION**

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

*Gene Dowd thanked first responders and those that have served, thanked staff, and especially the employees who work in the water department. Mr. Dowd spoke about the splash pads and hopes Council can find a way to make it work. Mr. Dowd spoke about the Council chambers being utilized for a candidate video and shared that Council chambers should be allowed to be utilized by any of the other candidates as well.*

*Ed Fuller thanked veterans and first responders for their sacrifice. Mr. Fuller thanked Council and various staff for the 9/11 event.*

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

*Vice Mayor Branquinho congratulated Patrick Juliano and the Fire Department for the job they did for the 9/11 event. Vice Mayor Branquinho urged everyone to remember 9/11 and unite.*

*Council Member Klufas thanked various staff for the event.*

*Mayor Alfin reminded the public about the Tunnels to Tower award and that it will be an annual event in Palm Coast.*

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

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

*Ms. Bevan shared thanks for all the thoughtful and kind remarks today. Additionally, she thanked everyone for this past weekend's event.*

**J ADJOURNMENT**

*The meeting was adjourned at 10:27 a.m.*

*Respectfully submitted by Kaley Cook, Deputy City Clerk.*

# City of Palm Coast, Florida Agenda Item

Agenda Date: September 20, 2022

<b>Department</b> CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> PROCLAMATION - RAISE THE PINK FLAG WITH THE PINK ARMY MONTH	
<b>Presenter: Mayor and City Council</b>	
<b>Background :</b> Advent Health-Flagler has requested the City of Palm Coast to proclaim October as Raise The Pink Flag With The Pink Army Month in support of breast cancer awareness.	
<b>Recommended Action:</b> <b>PROCLAIM OCTOBER AS “RAISE THE PINK FLAG WITH THE PINK ARMY MONTH”</b>	



## PROCLAMATION

**WHEREAS,** Breast Cancer is the most frequently diagnosed cancer in women, with over 287,850 new cases of invasive cancer are expected in women in the U.S. along with 51,400 new cases of non-invasive breast cancer, and about 2,710 new cases of invasive breast cancer are expected to be diagnosed in men this year; and

**WHEREAS,** only 1 in 8 women diagnosed with Breast Cancer have a family history and 85 percent have no family history, with an increase in incidence rates since 1990 being predominantly in women 50 years or older; and

**WHEREAS,** early detection with timely screening mammograms has helped to boost the breast cancer survivor rate to more than 2.6 million in the United States, also resulting in a 40 percent decline in mortalities since 1989, with women under 50 seeing an even larger decrease due to early screening and detection; and

**WHEREAS,** Padmaja Sai, MD with Florida Cancer Specialists & Research Institute has been a dedicated, compassionate and decorated soldier of AdventHealth's Pink Army as she's tirelessly treated and cared for thousands of breast cancer patients in the city of Palm Coast for 16 years with innovative therapies such as immunotherapy and access to ground-breaking clinical trials; and

**WHEREAS,** AdventHealth Palm Coast's Pink Army, with the support of the City of Palm Coast and our community, has distributed over \$150,000, helped hundreds of patients and performed over a thousand procedures in direct support to Flagler County men and women dealing with Breast Cancer; and

**WHEREAS,** the City of Palm Coast is joining AdventHealth in the Pink on Parade on Oct. 9 for a 5K run and a 1-mile pet-friendly Fun Walk. Fundraising efforts stay local and include early detection screenings, wellness and lifestyle resources, and survivorship education programs to support those impacted by breast cancer.

**NOW, THEREFORE, BE IT PROCLAIMED,** THE PALM COAST MAYOR AND CITY COUNCIL HEREBY PROCLAIM OCTOBER 2022 AS

### **"RAISE THE PINK FLAG WITH THE PINK ARMY" MONTH IN SUPPORT OF BREAST CANCER AWARENESS**

AND ENCOURAGE ALL WOMEN TO PURSUE EARLY BREAST CANCER SCREENING AND OTHER POSSIBLE DIAGNOSTIC SERVICES TO AVOID BECOMING ONE OF THIS NATION'S MORTALITIES.

Signed this 20<sup>th</sup> day of September 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 : September 20, 2022

<b>Department</b> CITY MAYOR AND COUNCIL	<b>Amount</b>
<b>Division</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> PROCLAMATION - CUSTOMER SERVICE WEEK	
<b>Presenter : Mayor and City Council</b>	
<b>Background :</b> The City of Palm Coast Customer Service Representatives in the Customer Service division consistently makes a difference in the lives of the residents of the City by committing to the highest standards of service every day and routinely improving services to citizens through innovative and considerate means.  Palm Coast residents have come to rely heavily on the knowledgeable and friendly exchange of information with the City's Customer Service Representatives over the past eighteen years, addressing an average of 130,000 calls annually on a variety of City related matters.  Since 1992, the United States Congress established the first full week of every October to recognize customer service professionals who serve daily on the front lines. Therefore, the City of Palm Coast desires to proclaim the week of October 3, 2022 through October 7, 2022 as Customer Service Week.	
<b>Recommended Action :</b> <b>PROCLAIM OCTOBER 3, 2022 THROUGH OCTOBER 7, 2022 AS "CUSTOMER SERVICE WEEK"</b>	



## PROCLAMATION

*Whereas*, our businesses and government systems, both locally and across this nation, recognize that making a strong commitment to exemplary customer service builds the trust of our customers and clients; and

*Whereas*, businesses and governments whose professional service representatives understand and anticipate the needs and expectations of their customers by showing commitment to regularly exceeding the customer's expectations; and

*Whereas*, the City of Palm Coast's Customer Service Division consistently makes a difference in the lives of the residents of the City by committing to the highest standards of service every day and routinely improving services to citizens through innovative and considerate means; and

*Whereas*, Palm Coast residents have come to rely heavily on the knowledgeable and friendly exchange of information with the City's Customer Service Representatives over the past eighteen years, addressing an average of 130,000 inquiries annually on a variety of City related matters; and

*Whereas*, since 1992, the United States Congress established the first full week of every October to recognize customer service professionals who serve daily on the front lines.

*NOW, THEREFORE, BE IT PROCLAIMED* THAT THE PALM COAST MAYOR AND CITY COUNCIL DO HEREBY PROCLAIM THE WEEK OF OCTOBER 3RD THROUGH OCTOBER 7<sup>TH</sup> AS

## “CUSTOMER SERVICE WEEK”

and encourage all citizens to acknowledge the contributions Customer Service professionals make to this community by providing valuable information and services with thoughtfulness and compassion.

*ADOPTED* this 20th day of September 2022.

*ATTEST:*

CITY OF PALM COAST

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

\_\_\_\_\_  
David Alfin, Mayor

# City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b> CITY MAYOR AND COUNCIL	<b>Amount</b>
<b>Division</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> PROCLAMATION - CYBER SECURITY AWARENESS MONTH	
<b>Presenter : Mayor and City Council</b>	
<b>Background :</b> The City of Palm Coast received a request to Proclaim September as “Cyber Security Month.”	
<b>Recommended Action :</b> <b>PROCLAIM SEPTEMBER AS “CYBER SECURITY AWARENESS MONTH”</b>	



## PROCLAMATION

**WHEREAS**, the City of Palm Coast recognizes the vital role technology has in our daily lives and the future of our nation, whereby today many critical infrastructure sectors are increasingly reliant on information systems to support financial services, energy, telecommunications, transportation, utilities, healthcare, and emergency response systems; and

**WHEREAS**, Internet users, citizens and our information infrastructure face an increasing threat of malicious cyber-attack, significant financial and personal privacy losses due to identity theft and fraud; and

**WHEREAS**, the City of Palm Coast has devoted resources within it solely to support the strengthening and securing of the City's cyber infrastructure; and

**WHEREAS**, maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role, and awareness of computer security essentials will improve the security of the City of Palm Coast's information infrastructure and economy; and

**WHEREAS**, the U.S. Department of Homeland Security, the Multi-State Information Sharing and Analysis Center, the National Association of State Chief Information Officers and the National Cyber Security Alliance have declared October as National Cyber Security Awareness Month; and all citizens are encouraged to visit these sites and Stop. Think. Connect to learn about cyber security; and put that knowledge into practice in their homes, schools, workplaces, and businesses.

**NOW, THEREFORE, BE IT PROCLAIMED**, THE PALM COAST MAYOR AND CITY COUNCIL OFFICIALLY DESIGNATE OCTOBER 2022 AS

## **"CYBER SECURITY AWARENESS MONTH"**

And encourage members of our community to recognize the importance of cybersecurity and to better protect yourself against cyber threats.

**SIGNED** this 20th day of September 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 : September 20, 2022

<b>Department Division</b>	CITY ADMINISTRATION	<b>Amount Account #</b>
<b>Subject</b>	APPOINT A MEMBER TO THE FLAGLER COUNTY HOUSING TASK FORCE/AFFORDABLE HOUSING ADVISORY COMMITTEE	
<b>Presenter : Virginia Smith, City Clerk</b>		
<p><b>Background :</b>            The City of Palm Coast is a recipient of state funding through the State Housing Initiatives Partnership (SHIP) program. Flagler County administers this funding through an interlocal agreement between the City of Palm Coast and Flagler County Board of County Commissioners.</p> <p>SHIP recipients must establish an Affordable Housing Advisory Committee to provide recommendations to the local government on policies which incentivize the development of affordably priced housing to further the Housing Element of the Comprehensive Plan.</p> <ul style="list-style-type: none"> <li>• The committee must have between 8 and 11 members</li> <li>• One of the voting members must be an elected official from the administering jurisdiction</li> <li>• Of the total members on the committee, members must represent a minimum six of the eleven categories defined in 420.9076 F.S. Remaining members may represent any of the specified categories.</li> <li>• All members must be appointed by the local government’s board and/or council, but a resolution is not required by statute.</li> </ul> <p>The interlocal agreement signed in 2009 between Flagler County and the City of Palm Coast specifies that appointment of committee members alternate between the Board of County Commissioners and the City of Palm Coast. Flagler County BOCC appointed the most recent member on August 15, 2022.</p> <p>The Affordable Housing Advisory Committee is currently composed of 10 members. It meets all criteria for member composition. There is one remaining seat on the committee, and because all categories currently filled meet state requirements, the remaining seat may be filled by someone meeting any of the defined categories.</p> <p>Applications are received through Flagler County. There was only one application received for Council’s consideration. The applicant is Valerie Clymer.</p>		
<b>Recommended Action :</b> <b>APPOINT ONE MEMBER TO THE FLAGLER COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE</b>		



## Flagler County Board of County Commissioners Volunteer Advisory Boards and Committees General Application

Name: Valerie Clymer Date: 4/26/22

Mailing Address: 35 Biscayne Drive, Palm Coast, Fl. 32137

Physical Address (if different): \_\_\_\_\_

County of Residence: Flagler Are you a registered voter? Yes

Home Phone: 386-405-2563 Cell Phone: 386-405-2563

Email: valerie.clymer@envoymortgage.com Years in Flagler: 24

Advisory Board or Committee Applying for:  
AHAC - Affordable Housing Action Committee

What aspect of this Board/Committee interests you?

I have been working with 1st Time Homebuyers for over 20 years in this County. Looking to help them find affordable options.

Describe your training and/or experience that would make you a good fit for this position:

I, Volunteer with Flagler Housing Partnership teaching classes to help educate the community. I have been in the Mortgage/Housing Industry for almost 40 years. I want to help people succeed.

What contributions do you feel you could make to this Board/Committee should you be selected?

I am in the Community everyday. I talk to people everyday that are trying to purchase a home or just better their lives. I want to advocate for all residents of Flagler County and try to find a solution to what is going on with Housing.

Have you ever served on a Flagler County appointed Board or Committee?

No  Yes, if so, please identify below those on which you have served:

Advisory Board / Committee	Dates Served
_____	_____
_____	_____

Education: Graduated High School, Paralegal Certificate from Adelphi University, Continuing Education every year

Business (name & type): Envoy Mortgage, Ltd

Business Address: I work from home

Business Phone: 386-405-2563 Position: Licensed Mortgage Professional

Applicable Professional Organization Memberships:

Flagler Housing Partnership, I have also Volunteered with Mid Florida Housing Partnership, I

*As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.*

Additional Information you wish to share:

I strive everyday to find programs to help people purchase a home if that is what they want. I work with Florida Housing Finance Corp and USDA, along with numerous other entities. I am always trying to find assistance for my Borrowers.

I was inspired when I attended today's meeting as well as the meetings I attended as a citizen at large in the past.

I believe together we all can make a difference in the lives of the residents of Flagler County.

*If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.*

  
Signature of Applicant

Please Return To:  
Flagler County BOCC  
Attn: Administration  
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110  
Email: [LDance@FlaglerCounty.gov](mailto:LDance@FlaglerCounty.gov) ♦ Phone (386) 313-4001

*\*Please note a hard copy is not required. Please feel free to email your application.*

## City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b>	CITY ADMINISTRATION	<b>Amount</b>	
<b>Division</b>	CITY CLERK	<b>Account #</b>	
<b>Subject</b>	APPOINTMENTS TO THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD		
<b>Presenter : Virginia Smith, City Clerk</b>			
<b>Background :</b>			
<p>Pursuant to State law, the PLDRB is designated as the local Planning Agency. Responsibilities of the PLDRB include making recommendations to the City Council regarding the Comprehensive Plan, Land Development Code, and development applications. Further, the PLDRB acts as final authority (subject to appeal to the City Council) on special exceptions.</p> <p>Section 2-2(a)(1) of the City's Code of Ordinances says, "All appointees shall be limited to two consecutive terms of office on the same body unless the City Council by a four -fifths vote determines that it is in the best interests of the City to appoint a person to a term of office exceeding that limitation."</p> <p>Section 2-2(a)(5) of the City's Code of Ordinances provides, "In appropriate circumstances the City Council shall make every reasonable effort to ensure that City Council Districts are as equally represented as practicable; provided, however, that the City's local planning agency (Planning and Land Development Regulation Board) shall have at least one appointed from each City Council District."</p>			
<b>CONTINUING MEMBERS</b>	<b>DISTRICT</b>	<b>TERM EXPIRES</b>	<b>OCCUPATION</b>
Sandra Shank	4	2024	Realtor
Clint Smith	2	2024	Project Manager
Charles Lemon	2	2024	Retired Engineer
James Albano	1	2024	Building Contractor
<p>There are three seats that expiring. This item is for City Council to appoint three members to the PLDRB.</p>			
<b>POSITIONS FOR APPOINTMENT</b>	<b>DISTRICT</b>	<b>OCCUPATION</b>	
Jake Scully	2	IT Consultant	
Christopher Gabriel	3	Realtor	
Sybil Dodson-Lucas	1	Ret. NYC Gov't Manager	



<b>APPLICANTS</b>	<b>DISTRICT</b>	<b>OCCUPATION</b>
Greg Blose	1	PC Regional Chamber
Sybil Dodson-Lucas **	1	Ret. NYC Gov't Manager
Christopher Gabriel ***	3	Realtor
Larry Gross	2	Systems Engineer
Heather Haywood	1	Realtor
Hung Hilton *	2	Solutions Architect (IT)
Suzann Nichols *	2	Design Consultant

\*Applicants currently serve as alternate board members and would like to be appointed as a regular member.

\*\*Applicant is currently serving as a regular member. Has completed 2 full consecutive terms, therefore requires a 4/5<sup>th</sup> vote.

\*\*\*Currently serves as a regular member whose term is expiring and would like to be appointed as a regular member.

Since there are members appointed from Districts 1, 2, and 4 currently serving, Council shall make every reasonable effort to appoint from District 3 to ensure the Council districts are equally represented as practicable.

District information has been verified by the City Clerk's Office. Staff has also performed the necessary background screenings of all applicants. The results are available in Human Resources.

**Recommended Action :**  
**APPOINT THREE (3) MEMBERS TO THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD**



## 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 type="checkbox"/>	Beautification & Environmental Advisory Committee *	<input checked="" 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: Gregory Blase II      E-mail address: gblase2@gmail.com  
 Residence Address: 56 Burroughs Dr      District # \_\_\_\_\_  
 City: Palm Coast      State: FL      Zip: 32137  
 Mailing Address (If Different from Residence): \_\_\_\_\_  
 Home Phone: 386-846-1864      Business Phone: \_\_\_\_\_  
 Date of Birth: 5/21/80      Place of Birth: Rapid City, South Dakota  
 How long have you been a permanent resident of Palm Coast? 2 years  
 What year did you become a continuous resident of the City of Palm Coast? 2020

List all places of residence for the last five years.

Address

City & State

From

To

56 Borroughs Dr	Palm Coast, FL	2020	~ Current
14261 Buckhorn Rd	Tallahassee, FL	2016 -	2020

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: President + CEO Current Employer: Palm Coast Regional Chamber

Current Business Address: 4 Office Park Dr, Suite 3-B, Palm Coast

Palm Coast FL 32137 \_\_\_\_\_  
 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
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See Resume, please

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
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3. **EDUCATION**

High School: Pensacola H.S. / New Jersey Year Graduated: 1998  
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
<u>University of Phoenix</u>	<u>2010 - 2016</u>	<u>MBA / BSBA</u>
<u>ACT Broadcasting School</u>	<u>2000</u>	<u>Broadcasting</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)

U.S. Chamber, Florida Association of Chamber Professionals, FL Society of Association Executives, Junior Chamber of Flagler.

6. **QUALIFICATIONS FOR APPOINTMENT**

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I am the President/CEO of our local chamber of commerce, previously was President/CEO of Volusia Home Builders Association. Worked on development, planning + codes for many years.

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
<u>Commissioner</u>	<u>2018</u>	<u>4 yrs</u>	<u>State</u>
<u>↗ State Emergency Response Commission</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:

Name of Business Relationship to the Business Business Relationship to Agency  
Palm Coast-Flagler Regional Chamber, CEO We have worked w/  
city on planning large  
business expo in March each  
year.

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 both my Chamber + HBA background gives me unique insights into the planning process and its impact to the community, as a whole. Yes, I will act as decision-maker.

What is your understanding of the relationship of this Board or Committee to the City Council?

The planning board reviews projects + rezonings + makes recommendations to the City Council on approval/denial.

7. REFERENCES – Please list three references (business and/or personal)

Michael Ray - 89 S. Atlantic Ave, O.B., FL, 386-882-8009  
Name, Address & Telephone Number

William Brittingham - 947 S. Bawle Rd, S. Daytona, 386-295-8453  
Name, Address & Telephone Number

Garry Lubi - 175 Cypress Point Pkwy, Palm Coast, 386-569-0643  
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

8/15/22  
\_\_\_\_\_  
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](mailto:CityClerk@palmcoastgov.com)  
**WEBSITE:** [www.palmcoastgov.com](http://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.*

# Gregory A. Blosé, II, MBA

56 Burroughs Drive • Palm Coast, FL 32137 • 386-846-1864 • gblose2@gmail.com

## SUMMARY OF QUALIFICATIONS

- More than 17 years of communication, political and governmental advocacy experience.
- Exceptional problem-solving, strategic planning, public speaking and presentation skills.
- More than 12 years of media spokesperson experience.
- Seven years of broadcast media experience.
- Extensive emergency management and disaster preparedness experience.

## EMPLOYMENT HISTORY

### **President & CEO – Palm Coast-Flagler Regional Chamber of Commerce** 2020 – Current

- Planned, funded and executed the launch of the Chamber of Commerce.
- Developed partnerships with local public and private sector partners.
- Planned and executed a variety of public affairs initiatives.
- Analyzed and published local employment data report each month.
- Launched and funded Junior Chamber 501(c)3, supporting local H.S. students

### **Board of Governors Program Director – Florida Chamber of Commerce** 2017 – 2020

- Leads organizational external affairs initiatives for approximately 200 influential member firms.
- Creates/executes action plans to position member firms with government and business leaders.
- Coordinates, creates and distributes traditional and digital communication features.
- Monitors legislative and regulatory issues and provides strategic direction to member firms.

### **Director, Grassroots Development & Engagement – Florida Chamber of Commerce** 2013 – 2017

- Developed and strengthened government relations programs at local chambers statewide.
- Planned, funded and executed several large-scale public affairs campaigns.
- Lead project manager of nationally recognized, award winning “Florida Wins” GOTV program.
- Created and developed multimedia content and written communications for key audiences.
- Recognized as a “Rising Star” by *Influence Magazine*.

### **Public Affairs News Radio Talk Show Host – WNDB Radio, Daytona Beach, FL** 2011 – 2013

- Interviewed high-profile federal, state and local officials on important public affairs subjects.
- Researched and discussed news-worthy subjects for public conversations on-air.
- Broadcast spokesperson for many regional businesses.
- Developed multimedia and written public affairs website content.

### **Executive Officer – Volusia Building Industry Assoc., Daytona Beach, FL** 2009 – 2011

- Managed the budget/daily operations and implemented the strategic plan to achieve goals.
- Led employees and organized a large group of volunteers to achieve organizational goals.
- Created and implemented a fiscally-responsible budget, eliminating a significant budget deficit.
- Successfully created and maintained relationships with hundreds of member organizations.
- Acted as a spokesperson for the association during governmental affairs, news and legal battles.

### **Director, Government Affairs - Volusia Building Industry Assoc., Daytona Beach, FL** 2005 – 2009

- Authored, reviewed and revised numerous pieces of legislation to benefit the building industry.
- Developed relationships and regularly communicated with 17 local government organizations.
- Managed the association’s PAC, *Housing For Tomorrow*, electing like-minded candidates.
- Served as a spokesperson for the association; helped coordinate media coverage.
- Authored editorial media pieces, letters to the editor, press releases and white papers.

# Gregory A. Blosé, II, MBA

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14261 Buckhorn Road • Tallahassee, FL 32312 • 386-846-1864 • gblose2@gmail.com

## EDUCATION

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<b>IOM Certification</b> U.S. Chamber of Commerce, Institute for Organizational Management	<b>7/2021</b>
<b>Master of Business Administration</b> University of Phoenix, Daytona Beach, FL	<b>3/2013</b>
<b>Bachelor of Science/Business Administration</b> University of Phoenix, Daytona Beach, FL	<b>6/2011</b>
<b>Certification</b> ACI Broadcasting School, Daytona Beach, FL	<b>9/2000</b>

## Volunteerism, Awards & More

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### **State Emergency Response Commission (SERC)**

Gubernatorial Appointee, August 2018 – Current

### **State Emergency Operations Center, Emergency Support Function 18 (ESF-18)**

Business Industry Representative, 2013 – Current

### **Habitat for Humanity of Greater Volusia County**

Volunteer, 2006 – 2008

### **Builders Care (Wheelchair Ramp Construction, Housing Rehabilitation)**

Volunteer, 2007 – 2008

### **City of Holly Hill Green Building Task Force**

Board Chair, 2008

### **Volusia/Flagler Business Report**

Young Business Leader Award, 2007

### **Daytona Beach Young Professionals Group (YPG)**

Board Member, Treasurer, 2003 – 2006

President's Award, 2005

## References

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### **Michael Ray, CFO, Orlando Senior Health Network**

Cell: 386-882-8009

### **Marian Johnson, SVP, Political Operations, Florida Chamber of Commerce**

Cell: 229-378-4100

### **William Brittingham, President & CEO, Brittingham AC & Heat**

Cell: 386-295-8433





## 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 type="checkbox"/> Beautification & Environmental Advisory Committee *	<input checked="" 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: Sybil R. Dodson - Lucas      E-mail address: Bookie36w@aol.com  
 Residence Address: 17 Winterberry Pl.      District #: \_\_\_\_\_  
 City: Palm Coast, FL.      State: Florida      Zip: 32164  
 Mailing Address (If Different from Residence): same  
 Home Phone: 386 246-4195      Business Phone: 646 895-3145  
 Date of Birth: March 2, 1944      Place of Birth: NYC, NY, U.S.A.  
 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? 2002

List all places of residence for the last five years.

AS ABOVE

Address

City & State

From

To

17 Winterberry Place, Palm Coast		2008	Present

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: Sybil R. Dodson - used for work  
Sybil Burroughs maiden name

Are you a citizen of the United States?  Yes  No

If no, explain: n/a

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: Supv Public Relations Spec. Current Employer: Retired

Current Business Address: n/a

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>Retired 2008</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

**3. EDUCATION**

High School: Evander Childs H.S./NYC Year Graduated: 1961

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
<u>Columbia Univ./NYC.</u>	<u>1972-74</u>	<u>incompl.</u>
<u>Pratt Institute</u>	<u>1976-8</u>	<u>Completed Program</u>
<u>NYC Mayor's Leadership Academy</u>	<u>1986-87</u>	<u>Completed Program</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? NYC Community Planning Bd #12 - chair / served 25yrs

Public Safety NYPD / chairperson 33rd/34th Pct. NYC.

Elder Source of Florida - Board member

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)

Elder Source of Florida  
African American Cultural Society & Museum / Florida  
Regional Planning Assoc. of Florida

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

35 years working with Community Planning in NYC, 40 years as community activist working on environmental issues

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

Mayor Leadership Award  
NY State Proclamation

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

NYC Chairperson                                      1986 + -                                      1 year                                      1st  
Community Planning Bd #12

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

N / A

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 have 35 years of city planning, community involvement in city planning projects. I was often tasked with difficult decisions that served the greater good.

What is your understanding of the relationship of this Board or Committee to the City Council?

PLDRB is an advisory body tasked with review and oversight of proposed development projects. Our opinions are forwarded to City Comm./Council for action.

**7. REFERENCES – Please list three references (business and/or personal)**

Joseph Wright - Quantum Electronics, Palm Coast

Name, Address & Telephone Number

Joseph Matthews - African Amer. Cultural Society, Palm Coast

Name, Address & Telephone Number

Rev. Gillard Glover - First AME Church of Palm Coast

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.

Sybil R. Anderson Lucas  
Signature

August 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.

<b>RETURN TO:</b>	<b>City Clerk's Office</b> <b>City of Palm Coast</b> <b>160 Lake Avenue</b> <b>Palm Coast, Florida 32164</b>	<b>PHONE:</b>	<b>386-986-3713</b>
		<b>FAX:</b>	<b>386-986-3714</b>
		<b>EMAIL:</b>	<b>CityClerk@palmcoastgov.com</b>
		<b>WEBSITE:</b>	<u><a href="http://www.palmcoastgov.com">www.palmcoastgov.com</a></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.*

# Sybil R. Dodson

45 Park Terrace West #10  
New York, NY 10034

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**OBJECTIVE** ⇒ Senior Leadership team position utilizing impressive experience in Community Relations, City Government and the Construction Industry.

**SIGNIFICANT ACHIEVEMENTS** ⇒ Created, developed and implemented Community Construction Liaison Initiative to mitigate affects of Infrastructure reconstruction.

⇒ Initiated Agency Outreach WEB PAGE.

⇒ Researched, initiated and coordinated innovative outreach and notification systems resulting in agency Procedures Manual.

⇒ Ten years development of Construction Industry "know how" — including knowledge and understanding of technical, practical and political aspects of construction.

⇒ Developed and directed Community Economic Development initiatives resulting in employment placement for underemployed, unemployed, youth.

**SIGNIFICANT SKILLS** ⇒ Exceptionally effective in Public Speaking/ Public Presentations.

⇒ Particularly competent in bridging cultural, ethnic, economic barriers.

⇒ Proven writing skills, equally adept in business as well as inter-personal communication.

## CAREER

AUGUST 1996 - CURRENT  
2608  
DIRECTOR

### New York City Department of Design and Construction

#### OFFICE OF COMMUNITY OUTREACH AND NOTIFICATION (OCON)

Created the procedures leading to establishment of Office of Community Outreach and Notification process to keep Community Boards, residents, merchants and locally elected officials informed of infrastructure projects in neighborhoods — city-wide. Participate in project design stage planning through construction start-up to mitigate negative impacts of construction. Compose, design and oversee printing and distribution of project related materials. Initiate boro-wide project task forces; maintain interaction with 59 Community Boards regarding a 500 million dollar agency infrastructure program. Provide orientation, coordination and oversight to Community Construction Liaison personnel throughout the construction process.

MARCH 1990  
AUGUST 1996  
DIRECTOR

### New York City Department of Environmental Protection

Designed and implemented business and community interaction office — Construction Division. Responsible for facilitating inter/intra agency coordination. Reviewed project maps/blueprints. Analyzed area demographics to limit negative impacts of construction. Developed tracking/ monitoring/recording systems relating to citywide business and residential service users. Held public meetings, addressed public forums— re: Water/Sewer Construction Projects. Designed, composed, edited and distributed relevant project materials.

**JANUARY 1990** Community Coordinator With wide latitude for independent judgement. Performed highly responsible work in the supervision of capital construction projects. Represented the Office of the Mayor at meetings with community based organizations and developers.  
**MARCH 1990**  
**OFFICE OF THE MAYOR**  
**CITY OF NEW YORK**

**NOVEMBER 1986** Project Coordinator Assessed and evaluated land use actions in Manhattan with emphasis on community boards #'s 9, 10, 11 & 12. Conducted analysis and review of items concerning planning and Environmental Quality Review actions (CEQR) as well as City Planning Actions including Uniform Land Use Review Procedures (ULURP.)  
**JANUARY 1990** Provided technical assistance and served as liaison for constituent concerns of a technical, planning nature. Prepared reports for distribution to the Manhattan Borough President and various managers. Represented the Manhattan Borough President in meetings with community organizations, elected officials of City, State, and local government  
**OFFICE OF THE MANHATTAN**  
**BOROUGH PRESIDENT**

**EDUCATION**

**CURRENT – 1998** CORO Leadership New York (fellow)  
**1996 – 1997** Mayor's Office of Operations  
 Management Academy/Executive Development Program (Alumni)  
**1986 – 1987** Pratt Institute Centre for Community Economic Development (Graduate)  
**1972-1975** Columbia University/Regents Scholar  
 School of General Studies

**ASSOCIATIONS** Member of ASCAP — American Society of Composers, Authors and Publishers.  
**LYRIC COMPOSER**

**HOBBIES & INTERSTS** Photography, Water Colorist.  
 Working knowledge of Spanish  
 "At home" in diverse New York neighborhoods.

**COMPUTER SKILLS** Adobe Publisher/MS Excell/Windows NT & 9t; Power Point, MSWord, MSPublisher.



## 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 type="checkbox"/> Beautification & Environmental Advisory Committee *	<input checked="" 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: Christopher Gabriel      E-mail address: chris@gabrielcoastalsales.com

Residence Address: 42 Pine Grove Dr      District # 3

City: Palm Coast      State: FL      Zip: 32164

Mailing Address (If Different from Residence): \_\_\_\_\_

Home Phone: \_\_\_\_\_      Business Phone: 904-999-9961

Date of Birth: 7/2/1969      Place of Birth: Niles, MI

How long have you been a permanent resident of Palm Coast? 8/3/2021

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
210 8th St N	Jacksonville Beach, FL	11/1/2020	8/3/2021
218 S Philip Rd	Niles, MI	6/1/2017	3/30/2021

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: Real Estate Agent Current Employer: Realty Executives Oceanside

Current Business Address: 235 Palm Coast Pkwy NE Suite B

Palm Coast FL 32137 386-439-1620  
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
C&C Coastal Enterprises	Commerical Property Maintenance	Owner	4/8/2021-Present
MAAC Property Services	Landscape Company-	Director of business Dev	7/29/2012-7/29/2020

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: Niles High School- Niles Michigan Year Graduated: 1987  
Name & Location

List postsecondary educational institutions or programs attended:  
Name & Location Dates Attended Certificate/Degrees Received  
Lake Michigan College Aug 87- Dec 88 N/A Credits

**4. MILITARY SERVICE**

Are you or have you ever been a member of the Armed Forces?  Yes  No

Date of Service: 1/3/1989 - 1/2/1995

Branch or Component: US Navy

Date and Type of Discharge: Honorable with Commendations

**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)

VFW Flagler Post 115 Elks Lodge, Niles Mi Moose Lodge Jacksonville Beach FL

**6. QUALIFICATIONS FOR APPOINTMENT**

State your experiences and interests or elements of your personal history that qualify you for this appointment.

Real Estate Agent in Michigan from 1995-2011. My specialty was new construction and development.

I was involved in several developments from inception to completion and interacted with Zoning & Development

I was a temporary appointment on the PLDRB since early for District 3.

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

I hold the Real Estate Negotiation Expert Certification from the National Association of Realtors

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?

My background in Real Estate and development along with my understanding of Palm Coast

Master Plan, etc makes me a qualified candidate for this position.

What is your understanding of the relationship of this Board or Committee to the City Council?

The board makes recommendations to City Council based on the Master Plan, current zoning, and the effects of the recommendation based on the current zoning.

**7. REFERENCES – Please list three references (business and/or personal)**

- Bruce Vinnick 236 Palm Coast Pkwy Suite B Palm Coast, FL 32137 386-503-0612  
Name, Address & Telephone Number
- Josh Pemberton 2975 Virginia Rose Ln Niles, MI 49120 574-876-1127  
Name, Address & Telephone Number
- Tyson Kritzman 24964 Corbin Ct Elkhart, IN 46514 574-849-6492  
Name, Address & Telephone Number

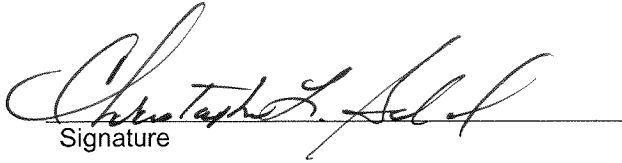
**8. ACKNOWLEDGMENT**

*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

8/1/2020  
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](http://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 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: Larry Gross      E-mail address: lovinfloridel@gmail.com

Residence Address: 48 Country Club Harbor Circle      District #: \_\_\_\_\_

City: Palm Coast      State: FL      Zip: 32137

Mailing Address (If Different from Residence): \_\_\_\_\_

Home Phone: 386-264-8251      Business Phone: 386-673-0019

Date of Birth: 7-15-1958      Place of Birth: Washington D.C.

How long have you been a permanent resident of Palm Coast? 35 yrs

What year did you become a continuous resident of the City of Palm Coast? 1986

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: System's Engineer Current Employer: Compu Clinic Corp

Current Business Address: 4 Office Park Drive

Palm Coast FL 32137 386-673-0019  
 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

**3. EDUCATION**

High School: Bowie Sr High School Year Graduated: 1977  
 Name & Location

List postsecondary educational institutions or programs attended: \_\_\_\_\_  
 Name & Location Dates Attended Certificate/Degrees Received

Maryland University 78-80

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? Community HOA and ARB 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)

Country Club Harbor HOA and ARB

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

I lived in Palm Coast for over 30 years. My parents were here since 1979. Have had a business in P.C. for 20 years. Have seen the city grow. Want to participate in helping future growth for jobs and keeping Palm Coast a beautiful place to live.


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

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

August 15 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.

<b>RETURN TO:</b>	City Clerk's Office City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164	<b>PHONE:</b>	386-986-3713
		<b>FAX:</b>	386-986-3714
		<b>EMAIL:</b>	CityClerk@palmcoastgov.com
		<b>WEBSITE:</b>	<a href="http://www.palmcoastgov.com">www.palmcoastgov.com</a>

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## 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 type="checkbox"/>	Beautification & Environmental Advisory Committee *	<input checked="" 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: HEATHER HAYWOOD      E-mail address: HEATHERHAYWOODFL@GMAIL.COM

Residence Address: 48 WESTGILL DRIVE      District # \_\_\_\_\_

City: PALM COAST      State: FL      Zip: 32104

Mailing Address (If Different from Residence): N/A

Home Phone: (386) 507-4355      Business Phone: N/A

Date of Birth: 01/07/1988      Place of Birth: AURORA, COLORADO

How long have you been a permanent resident of Palm Coast? 3 YEARS

What year did you become a continuous resident of the City of Palm Coast? 2020

List all places of residence for the last five years.

Address	City & State	From	To
200 W. PENNSYLVANIA AVE	DELAND FL 32720	2018	2020
10330 S. INGALLS	LITTLETON, CO 80123	2016	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: MAIDEN HEATHER BENJAMIN

Are you a citizen of the United States?  Yes  No

If no, explain: N/A

If you are a naturalized citizen of the United States, date of naturalization: N/A

**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: REALTOR Current Employer: 1099 - GRAND LIVING REALTY

Current Business Address: 2298 COLBERT LN  
PALM COAST FL 32137 (386) 447-0800  
 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>N/A</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

**3. EDUCATION**

High School: RANUM HIGH - WESTMINSTER CO Year Graduated: 2000  
 Name & Location

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: N/A

Branch or Component: N/A

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)

VHBA, FHBA, PC CHAMBER, VOLUSIA WOMENS COUNCIL  
COUNTY BOARD - P3Z

6. QUALIFICATIONS FOR APPOINTMENT

State your experiences and interests or elements of your personal history that qualify you for this appointment.

ENTIRE BACKGROUND IN REAL ESTATE & DEVELOPMENT. HUGE  
DEDICATION TO OUR BEAUTIFUL COUNTY/TOWN. INTERESTED  
IN BEING A LARGER PART OF OUR RESPONSIBLE GROWTH.

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

COUNTY OF FLAGLER PLANNING & ZONING BOARD.

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
<u>PLANNING &amp; ZONING</u>	<u>APRIL 2022</u>	<u>4 YRS</u>	<u>COUNTY</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:

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?

WORK EXPERIENCE PAST AND FUTURE I BELIEVE GIVES ME KNOWLEDGE AND ABILITY TO BRING VALUE TO THE TABLE. DEDICATION TO THIS COUNTY/CITY PLUS THE DESIRE TO BRING POSITIVE CHANGE. YES, DECISION MAKER.

What is your understanding of the relationship of this Board or Committee to the City Council?

REVIEWS & STUDIES SUBMITTED APPLICATIONS FOR EXCEPTIONS & VARIANCES OF THE TOWN WITHIN THE GUIDELINES OF OUR LOCAL ZONING CODE. PROVIDES EDUCATED RECOMMENDATIONS TO THE CITY COUNCIL.

**7. REFERENCES – Please list three references (business and/or personal)**

GREG BLISE (386) 846-1814

Name, Address & Telephone Number

MICHAEL CHIUMENTO III (386) 453-6842

Name, Address & Telephone Number

LINDSAY DALAMORE (386) 503-8303

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

0813.2022  
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](mailto:CityClerk@palmcoastgov.com)  
**WEBSITE:** [www.palmcoastgov.com](http://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 type="checkbox"/>	Beautification & Environmental Advisory Committee*	<input checked="" 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: Hung Hilton      E-mail address: hvhilton@gmail.com

Residence Address: 25 Lamont Ln      District # 2

City: Palm Coast      State: FL      Zip: 32137

Mailing Address (If Different from Residence): \_\_\_\_\_

Home Phone (231)225-1638      Business Phone: \_\_\_\_\_

Date of Birth: July 20, 1981      Place of Birth: Muskegon, MI

How long have you been a permanent resident of Palm Coast? 6 years 7 months

What year did you become a continuous resident of the City of Palm Coast? 2015

List all places of residence for the last five years.

Address	City & State	From	To
25 Lamont Ln	Palm Coast, FL	March, 2020	Present
3 Robin Pl	Palm Coast, FL	December 2015	March 2020

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: Senior Principal Architect Current Employer: Majesco

Current Business Address: 412 Mt. Kemble Ave

Morristown NJ 07960  
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 &amp; Address</u>	<u>Type of Business</u>	<u>Occupational Title</u>	<u>Period of Employment</u>
Gerber Life Insurance 1311 Mamaroneck Ave ste 350	Life Insurance	Senior Solutions Architect	March 2005 - December 2020

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: Reeths-Puffer High School, Muskegon, MI Year Graduated: 1999  
Name & Location

List postsecondary educational institutions or programs attended:

<u>Name &amp; Location</u>	<u>Dates Attended</u>	<u>Certificate/Degrees Received</u>
<u>Western Governors University</u>	<u>2011 - 2013</u>	<u>B.S. Information Technology Management</u>

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**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? Current Alternate member on PLDRB

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 alternate member on the PLDRB since September 2020.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

<u>Office Title</u>	<u>Date of Election or Appointment</u>	<u>Term of Office</u>	<u>Level of Government</u>
City of Palm Coast PLDRB - Alternate Member	September, 2020		City of Palm Coast

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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?

My current position as an alternate member on the PLDRB provides experience acting as a decision maker when needed.


What is your understanding of the relationship of this Board or Committee to the City Council?

I understand that the PLDRB is an advisory board to the city council in, in some cases, decision making body for the city of Palm Coast.


### 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.

*Hung Hilton*

Signature

July 19, 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.

<b>RETURN TO:</b>	<b>City Clerk's Office</b> <b>City of Palm Coast</b> <b>160 Lake Avenue</b> <b>Palm Coast, Florida 32164</b>	<b>PHONE:</b>	<b>386-986-3713</b>
		<b>FAX:</b>	<b>386-986-3714</b>
		<b>EMAIL:</b>	<b>CityClerk@palmcoastgov.com</b>
		<b>WEBSITE:</b>	<b><a href="http://www.palmcoastgov.com">www.palmcoastgov.com</a></b>

**ALL CITY BOARDS AND COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW AND PUBLIC RECORDS LAW.**

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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 type="checkbox"/> Beautification & Environmental Advisory Committee *	<input checked="" 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"> <li><input type="checkbox"/> Citizen from the City of Palm Coast representing essential services personnel</li> <li><input type="checkbox"/> Representative of residential home building industry</li> </ul>	
<input type="checkbox"/> River to Sea Transportation Planning Organization Advisory Committees: <ul style="list-style-type: none"> <li><input type="checkbox"/> Citizens Advisory Committee (CAC)</li> <li><input type="checkbox"/> Bicycle and Pedestrian Advisory Committee (BPAC)</li> </ul>	

\* 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    *Neither I currently serve as an Alternate on the PLDRB. I am applying to be a full time member of the PLDRB*

**1. PERSONAL**

Name: Suzanneth Nicholson      E-mail address: istcx13@gmail.com  
 Residence Address: 110 Club House Dr Unit 302      District #: 2  
 City: Palm Coast      State: FL      Zip: 32137  
 Mailing Address (If Different from Residence): 303 Anastasia Blvd Ste B PMB 2575  
St Augustine FL 32080  
 Home Phone: 610 212 6636      Business Phone: NA  
 Date of Birth: 7-25-1957      Place of Birth: Charlotte NC USA  
 How long have you been a permanent resident of Palm Coast? since 2017  
 What year did you become a continuous resident of the City of Palm Coast? 2017

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: Suzanne Baum (previous marriage 2000-2008)

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: Semi retired

Occupation: Designer/Executive Current Employer: Meyer Design & ONE Global Design

Current Business Address: 227 E. LANCASTER Ave Ardmore PA 19003

I am a FT remote worker, I work full time from my home.

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	FT	PT
Meyer Design	Interior Design	Arch. Designer/COO	1980-2017	FT	
ONE Global Design	Association	Executive Dir	2011-present		PT

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: Hampton Rosemont PA Year Graduated: 1976

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
Centenary College	1976-1978	AA
Drexel University	1978-1980	BS
University of Pennsylvania (Wharton)	1998	SMB 12 Management Certification

**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? Alternate for the Palm Coast PLDRB.

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.

In my career in interior design & architecture as well in serving on the Planning Commission in West Caln Township, PA (2 yrs as Chairman) I have attended many rezoning, development & construction project meetings. I am very familiar with process.

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

PA certification zoning, planning & development 2013

Do you currently hold any office or position (appointive, civil service, or other) with any government entity? If yes, list below:  Yes  No

I am serving as an Alternate on the Palm Coast PLDRB.

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
PLDRB Alternate	2019	3 yrs	member
West Caln Planning Bd	2013-2017		member
" " " "	chairman 2014-2017		member/chairman

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 have seen and been involved in many aspects of planning and development in my 40+ year career. This experience allows me to knowledgeably look at every aspect and apply decisions based on, laws & codes following the City of Palm Coast Guidelines.

What is your understanding of the relationship of this Board or Committee to the City Council?

I would be serving at the pleasure of and in support of City Council and the citizens of Palm Coast. My responsibility is to act in accordance with laws and codes. When asked to review and make recommendations to update codes and planning guidelines.

**7. REFERENCES – Please list three references (business and/or personal)**

Bob Crocetta 110 Clubhouse Dr (PC) HOA Pres. 386-623-5858  
Name, Address & Telephone Number

Rick Pinson " " HOA Bd Member 407-376-0241  
Name, Address & Telephone Number

Debbie Coffey 54 New Water Oak Dr (PC) Grind. 368-986-8223  
Name, Address & Telephone Number

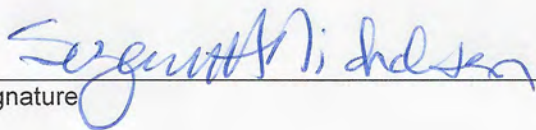
**8. ACKNOWLEDGMENT**

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

8/18/2022  
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.

<b>RETURN TO:</b>	City Clerk's Office City of Palm Coast 160 Lake Avenue Palm Coast, Florida 32164	<b>PHONE:</b>	386-986-3713
		<b>FAX:</b>	386-986-3714
		<b>EMAIL:</b>	CityClerk@palmcoastgov.com
		<b>WEBSITE:</b>	<a href="http://www.palmcoastgov.com">www.palmcoastgov.com</a>

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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.*

**SUZANNE H. NICHOLSON, ASID NCIDQ LEED® AP**

**110 Club House Rd #302  
Palm Coast  
m: 610.212.6686  
[istcx13@gmail.com](mailto:istcx13@gmail.com)**



**President - DRACO CONSULTING, DESIGN & INSPIRATION, LLC. 2009-Present**

**Executive Director – ONE Global Design 2011-Present**

**COO + PRINCIPAL - MEYER DESIGN Since 1981, Semi-retired 2017**

Suzanne's 38 years of field experience and success in managing a range of corporate projects has earned her a senior leadership position at Meyer Design, Inc. Her keen understanding of how to meet business objectives through design make her an indispensable partner to clients who are juggling large projects with layers of budget, timing and human resource challenges. Suzanne has taught interior design at the college level, is a lecturer on diverse subjects as Workplace Strategy and Feng Shui, and advocates the use of sustainable products and practices. Notable projects of Suzanne's are her work with FMC Asia-Pacific in which she effectively managed crucial elements of the project from overseas in the late 1980's and the same for Vanguard in Tokyo, Japan 10 years later.

One of her most honored accomplishments was being selected as one of 24 interior design professionals by the Dwight D. Eisenhower People to People Program to provide business coaching and exchange with 20 Chinese Design and Architectural company's in mainland China in 1995.

Since 2003 Suzanne has served as Principle-in-Charge for corporate regional and national company's design projects she has led and managed Meyer's Design and Architectural, Finance, HR, and IT groups. In her time at Meyer the company has grown from a three-person firm to a forty-person \$8 million firm. She takes pride in the company she has helped build and views the average employee tenure at Meyer is twelve years, the senior level average of twenty-one years.

#### **CLIENT EXPERIENCE**

##### **Confidential Financial Services Client**

2.5 Million SF Multiple Corporate Campus  
Renovations/New Buildings  
151 South Warner Road, King of Prussia, PA  
100, 600, 700 Chesterfield Rd  
Tokyo, Japan  
650 / 680 Swedesford Road, Malvern, PA  
14 Lee Boulevard, Malvern, PA  
New Print / Mail Facility, Philadelphia, PA  
Master Plan Expansion to North Carolina  
Master Plan Expansion to Arizona  
Wellness Center Develop Standards

##### **Day and Zimmermann**

125,000 Square Feet  
New Headquarters, Philadelphia, PA

##### **Braskem**

22,000 Square Feet  
New US Headquarters, Philadelphia, PA

##### **Healthcare Solutions (Formerly Procura)**

60,000 Square Feet  
New Corporate Headquarters, Norristown, PA

##### **XL Capital**

125,000 Square Feet  
New Region Headquarters, Exton, PA  
68,000 Square Feet  
New Regional Office, New York, New York  
New York, New York  
43,000 Square Feet  
Expansion of Regional Office, New York, New York  
10,000 Square Feet  
New Region Office, Baltimore, MD

##### **Turner Investment Partners**

65,000 Square Feet  
New Headquarters, Malvern, PA

##### **Destination Maternity**

75,000 Square Feet  
New Corporate Headquarters, Moorestown, NJ



**World Café Live**

Design/Selection/Specification/Order of all interior finishes and furniture

**Independence Blue Cross 2011-2019**

807,000, + 10,000, + 250,000 Square Feet  
Headquarters Tower Renovation, LIVE, AHC Ops office  
Philadelphia, PA

**Aberdeen Asset Management**

48,000 Square Feet  
New Headquarters, Philadelphia, PA

**ECBM 2018**

20,000 Square Feet  
New Company Headquarters, Conshohocken, PA

**Glenmede Trust Company 2012**

125,000 Square Feet  
Renovated Headquarters, Philadelphia, PA

**QVC 2017 2019**

700,000 Square Feet  
Campus Master Plan, West Chester, PA

**WXPN 88.5**

13,000 Square Feet  
New Radio Station, U of Penn, Philadelphia, PA

**EDUCATION****Wharton, University of Pennsylvania**

Small Business Management Certification, 1998

**Drexel University**

Bachelor of Science - Interior Design, 1980

**Centenary College for Women**

Associate Degree - Interior Design, 1978

**AFFILIATIONS**

National Council for Interior Design Qualification (NCIDQ)

American Society of Interior Design (ASID)

U.S. Green Building Council Member

**COMMUNITY**

West Caln Township Planning Commission, Chairperson, 2010-2015

Philadelphia University Senior Thesis, Judge, 2011& 2012

Philadelphia Zoo Zoobilee Committee 2006-2012

**MEDIA**

Radio Interviews

WWDB – Executive Leaders Show

WXPN – Interview Design Concepts employed in the new station

WCAU – Feng Shui

Video – Major National Financial Services Firm Production for Wellness & Fitness Center

**INTERESTS**

Fitness & Exercise

Sailing

Golf

Reading

Travel

**REFERENCES**

Upon request

**Mailing Address:**

**303 Anastasia Blvd. Ste B**

**PMB 2575**

**St Augustine, FL 32080**

# City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b>	CITY ADMINISTRATION	<b>Amount</b>	
<b>Division</b>		<b>Account</b>	
		<b>#</b>	
<b>Subject</b>	ORDINANCE 2022-XX AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, RETIREMENT, DIVISION 2, VOLUNTEER FIREFIGHTER RETIREMENT SYSTEM AND TRUST FUND; AMENDING SECTION 2-531, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-549, SUPPLEMENTAL BENEFIT		
<b>Presenter : Tim Wilsey, Human Resources Manager</b>			
<b>Background :</b>			
<b><u>UPDATE FROM THE SEPTEMBER 6, 2022 BUSINESS MEETING</u></b>			
This item was heard by City Council at their September 6, 2022, Business Meeting. There were no changes suggested to this item.			
<b><u>ORIGINAL BACKGROUND FROM THE SEPTEMBER 6, 2022, BUSINESS MEETING</u></b>			
Since 1973, Palm Coast Volunteer Fire Fighters have been providing Fire Protection and EMS services. In 1993, the Palm Coast Volunteer Fire Fighters developed a Charter for the Volunteers. Then in 2002, Palm Coast Volunteer Fire Rescue was incorporated, as a 501c3 non-profit corporation. Today, the corporation continues operations and support to the Palm Coast Fire Department. The support given from the Volunteers provide public safety and awareness through City events, as well as support staff for fire operations.			
The Fire Safety trailer is available for events to encourage and train on fire safety and evacuation planning. Since inception, the Volunteer Corporation is 100% funded by donations and does not utilize City dollars. The raised funds are used to provide educational opportunities, purchase fire prevention materials in collaboration with the Fire Marshall and provides funding for the annual Hall of Terror and many other community services. The Volunteer corporation also funded the graphics on the Fire Safety Trailer when the City received this as part of a Federal grant. PCVFR also maintains the intern program, keeping potential future firefighters ready when a position opens. The intern program ensures no lapse in operations or services when a vacancy presents itself. To recruit and maintain membership, the Length of Service Awards Program (LOSAP) was developed. PCVFR receives 50% of the available state monies granted by FS 175 to fund this program.			
The commitment of this program was to never have a financial impact on the City. The program has remained committed and City funds have not been used to this day. Many safeguards are in place to prevent the use of City funds. The following updates are proposed to enhance this program, prepare for current economic conditions, and plan for the future:			
<ul style="list-style-type: none"> <li>• Increase ALL retirees to a \$75 per month benefit</li> <li>• Increase Defined Benefit: <ul style="list-style-type: none"> <li>○ \$65 to \$85 for members with up to 10 years</li> </ul> </li> </ul>			

- \$65 to \$100 for members with over 10 years
- Add Graduated Vesting to Share Plan:
  - 20% per year if hired by COPC

Remaining committed to never have a financial impact on the City, all of the above items continue to have no dollar impacts on the City.

**Recommended Action :**

**ADOPT ORDINANCE 2022-XX AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, RETIREMENT, DIVISION 2, VOLUNTEER FIREFIGHTER RETIREMENT SYSTEM AND TRUST FUND; AMENDING SECTION 2-531, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-549, SUPPLEMENTAL BENEFIT**

**ORDINANCE 2022-\_\_\_\_\_  
AMENDING VOLUNTEER FIREFIGHTER  
RETIREMENT SYSTEM**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, RETIREMENT, DIVISION 2, VOLUNTEER FIREFIGHTER RETIREMENT SYSTEM AND TRUST FUND; AMENDING SECTION 2-531, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-549, SUPPLEMENTAL BENEFIT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast Volunteer Firefighters' Retirement System presently provides pension and certain other benefits to volunteer firefighters under ordinances of the City of Palm Coast; and

**WHEREAS**, the City of Palm Coast Volunteer Firefighters' Retirement System intends to provide its Members and Retirees increased benefits; and

**WHEREAS**, the Board of Trustees of the City of Palm Coast Volunteer Firefighters' Retirement System has considered and approved proposed amendments to the plan and has recommended these amendments to the City Council for adoption.

**NOW THEREFORE, BE IT ORDAINED BY THE BY THE CITY OF PALM COAST, FLORIDA;**

**SECTION 1:** That Chapter 2, Administration, Article VI, Retirement, Division 2, Volunteer Firefighter Retirement System and Trust Fund, Section 2-531, *Benefits amounts and eligibility*, is hereby amended to read as follows:

**Sec. 2-531. - Benefit amounts and eligibility.**

\* \* \* \* \*

(b) *Normal retirement benefit.* Subject to the limit under section 2-540, a member retiring hereunder on or after his normal retirement date shall receive a normal retirement benefit which is a monthly benefit which shall commence on the first day of the month coincident with or next following his retirement and be continued thereafter during the member's lifetime, ceasing upon death, but with 120 monthly payments guaranteed in any event. The monthly retirement benefit shall be equal to \$65.00 for each year of Credited service. Effective October 1, 2021, the monthly retirement benefit for all current Retirees shall be equal to \$75.00 for each year of Credited service. Notwithstanding, a member who retires on or after October 1, 2021, shall be entitled to a monthly retirement benefit equal to the following:

(1) Firefighters who accrue less than ten (10) years of Credited service shall be paid a monthly retirement benefit equal to \$85.00 for each year of Credited service; and

(2) Firefighters who accrue ten (10) or more years of Credited service shall be paid a monthly retirement benefit equal to \$100.00 for each year of Credited service.

\* \* \* \* \*

**SECTION 2:** That Chapter 2, Administration, Article VI, Retirement, Division 2, Volunteer Firefighter Retirement System and Trust Fund, Section 2-549, *Supplemental benefit*, is hereby amended to read as follows:

**Sec. 2-549. - Supplemental benefit.**

There is hereby established an additional supplemental retirement, termination, death and disability benefit to be paid in addition to the benefits provided for in the previous sections of this division, such benefit shall be funded solely and entirely by a portion of the existing excess state premium tax reserve in the amount of \$1,505,738.00 ("reserve amount"), and future premium tax revenues in excess of \$200,000.00, beginning with the plan

year ending September 30, 2017, all of which represent premium tax monies received or to be received by the plan pursuant to F.S. ch. 175.

\* \* \* \* \*

- (f) *Forfeitures.* Any member who has less than five years of credited service (non-vested) and who is not otherwise eligible for payment of benefits after (1) termination of membership as a Volunteer Firefighter or (2) death, shall forfeit the remaining balance of his individual member share account in accordance with the vesting schedule provided in section 2-549(g)(2). Forfeited amounts shall be redistributed to all the other individual member accounts on each valuation date in an amount determined in accordance with subsection (c)(2)a. Unallocated reserve amounts attributable to the non-vested terminating or deceased member shall be redesignated as a plan reserve.

\* \* \* \* \*

- (g) *Eligibility for benefits.* Any member who terminates membership as a Volunteer Firefighter, upon application filed with the board, shall be entitled to be paid the value of his individual member share account, subject to the following criteria, and subject to the limitation of subsection (j) below:

\* \* \* \* \*

(2) *Termination benefit.*

- a. In the event that a member's membership as a Volunteer Firefighter is terminated by reason other than retirement, death, or disability, he shall be entitled to receive the value of his share account only ~~if to the extent that they are he is vested in accordance with section 2-534 and subsection (f) above.~~ in such benefits. Effective October 1, 2021, a member shall be eligible to receive twenty (20%) of the balance in the member's account for each year of accrued Credited service up to five (5) years. After a member has accrued five (5) years of Credited service, such member shall be entitled to one hundred (100%) percent of the balance in their account. The share account balances of such non-vested terminated

member accounts shall be redistributed into the allocation for eligible Members for the next fiscal year.

\* \* \* \* \*

(4) *Death benefit.*

- a. In the event that a member dies while an active Volunteer Firefighter, 100 percent of the value of his share account shall be paid to his designated beneficiary as provided in section 2-536, but only if he is vested in accordance with section 2-549(g)(2)34 and subsection (f) above.

\* \* \* \* \*

**SECTION 3:** Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Palm Coast.

**SECTION 4:** All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 5:** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

**SECTION 6:** This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED ON FIRST READING this 6th day of September 2022.

ADOPTED ON SECOND READING this 20th day of September 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: September 20, 2022

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2022- XX AMENDING THE BOUNDARIES OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT - APPLICATION # 5188	
<b>Presenter: Jordan Myers, Environmental Planner, CFM</b>		
<p><b>Background:</b>  <u><b>UPDATE FROM THE SEPTEMBER 13, 2022 WORKSHOP</b></u>            This item was heard by City Council at their September 13, 2022, workshop. There were no changes suggested to this item.</p> <p><u><b>ORIGINAL BACKGROUND FROM SEPTEMBER 13, 2022 WORKSHOP</b></u>            On January 4, 2022, City Council approved the creation of the Seminole Palms Community Development District.             In June 2022, the applicant submitted a petition to amend the boundaries of the Seminole Palms Community Development District (CDD), which is primarily a mechanism for funding the significant costs of providing infrastructure for a residential community. This amendment would add 70.18+/- acres to the existing 239.63+/- acre district.</p> <p><u>Public Participation:</u> The two required newspaper ads will run approximately two weeks prior to each of the two City Council public hearings.</p>		
<p><b>Recommended Action:</b>  <b>ADOPT ORDINANCE 2022-XX AMENDING THE BOUNDARIES OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT – APPLICATION #5188</b></p>		

**ORDINANCE 2022-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF PALM COAST, FLORIDA,  
AMENDING THE BOUNDARIES OF THE SEMINOLE PALMS  
COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO  
CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR  
SEVERABILITY; PROVIDING FOR CONFLICTS; AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Seminole Palms Community Development District (“**Petitioner**”) has petitioned the City Council for the City of Palm Coast, Florida (“**City**”) to adopt an ordinance amending the boundaries of the Seminole Palms Community Development District (“**District**”) pursuant to Chapter 190, *Florida Statutes*, and granting certain special powers; and

**WHEREAS**, the City, in determining whether to amend the District boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of Seminole Palms Community Development District* (“**Petition**”) are true and correct; and

**WHEREAS**, the City has considered and finds that amending the District is not inconsistent with any applicable element or portion of the City of Palm Coast’s Comprehensive Plan; and

**WHEREAS**, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

**WHEREAS**, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

**WHEREAS**, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS**, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

**WHEREAS**, a duly noticed public hearing, pursuant to Chapter 190, Florida Statutes, to consider the Petition was held prior to the adoption of this Ordinance establishing the District.

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

**SECTION 1: LEGISLATIVE AND ADMINISTRATIVE FINDINGS.** The above recitals are hereby adopted as the legislative and administrative findings of the City of Palm Coast City Council (“City Council”).

**SECTION 2: AUTHORITY.** This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes* (2020).

**SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT.** The external boundaries of the District are amended as described in **Exhibit A** attached hereto.

**SECTION 4: FUNCTIONS AND POWERS.** The powers and functions of the District are described in Chapter 190, *Florida Statutes* (2020), as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, *Florida Statutes*, as created by general law. The District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), *Florida Statutes*.

**SECTION 5: BOARD OF SUPERVISORS.** The current persons designated to serve as members of the District's Board of Supervisors of the proposed District are as follows: Christopher Reese, Bradley Walker, Greg Meath, and Candice Smith. All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

**SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS.** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

**SECTION 7: SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 8: CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 9: EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 20<sup>th</sup> day of September 2022.

Adopted on second reading after due public notice and hearing this 4<sup>th</sup> day of October 2022.

ATTEST:

CITY OF PALM COAST

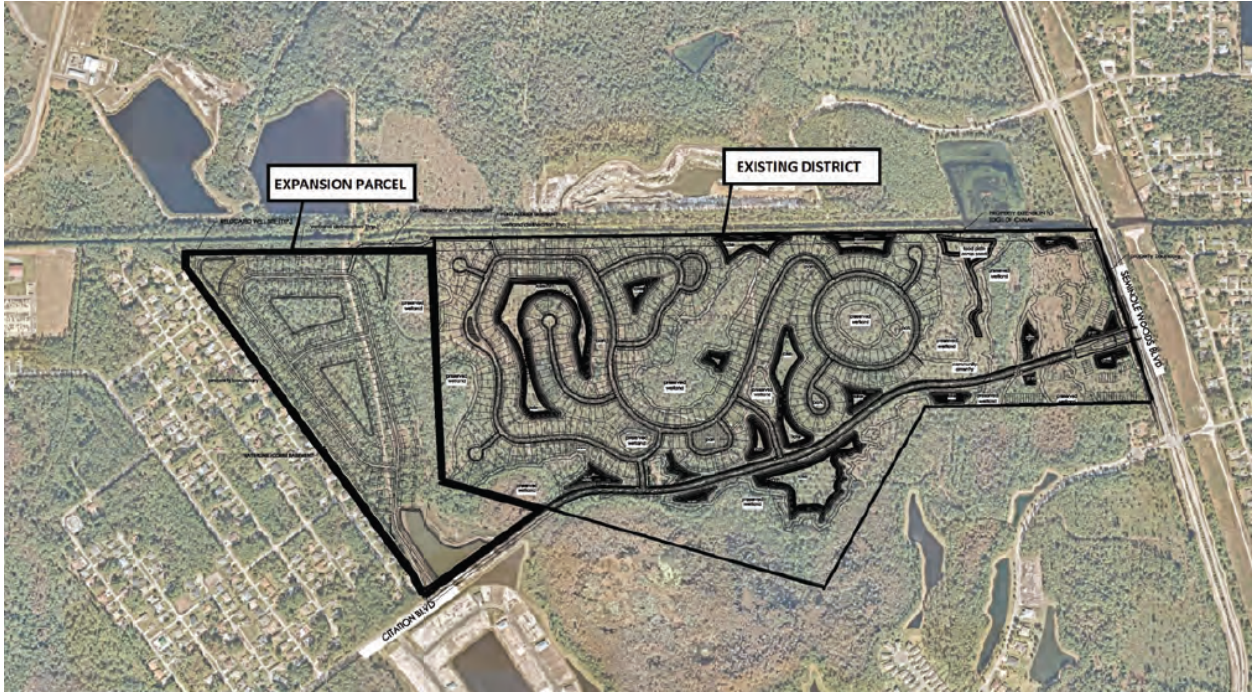
\_\_\_\_\_  
VIRGINIA A. SMITH, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

EXHIBIT A



## Legal Descriptions

### **PARCEL 1:**

A parcel of land located in Government Sections 20 and 21, Township 12 South Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Government Sections 20 and 21, Township 12 South Range 31 East, thence South 00°50'01" East for a distance of 150.00 feet to the Southerly line of Iroquois Waterway (a 175-foot wide Waterway at this Point) and the Point of Beginning of this description; thence North 89°02'14" East, along said Southerly line of Iroquois Waterway a distance of 1082.73 feet; thence departing and Southerly line South 11°26'27" West for a distance of 1290.00 feet; thence South 89°01'53" West, for a distance of 502.58 feet; thence South 28°40'19" West for a distance of 1572.08 feet; thence North 74°35'44" West for a distance of 3054.69 feet; thence North 02°32' 58" West, for a distance of 1766.27 feet to said Southerly line of Iroquois Waterway; thence North 89°02'14" East, along said Southerly line for a distance of 3454.09 feet to the Aforementioned Point of Beginning.

Containing 201.967 acres, more or less.

### **PARCEL 2:**

A parcel of land lying West of Seminole Woods Parkway within Government Section 21, Township 12 South Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Government Section 21, Township 12 South Range 31 East, thence North 00°50'01" West along the East line Section 17, Township 12 South, Range 31 East, a distance of 25.00 feet to a point on the North boundary line of Iroquois Waterway, as recorded in Official Record Book 549, Page 966 through 990, of the Public Records of Flagler County, Florida; thence North 89°00'45" East, a distance of 1586.29 feet to a point on the Westerly right of way line of Seminole Woods Parkway (124' R/W); thence departing the North line of Iroquois Waterway, run South 21°33'05" East along said Seminole Woods Parkway Right-of-Way line a distance of 186.91 feet to a point being the intersection of the South line of Iroquois Waterway with the Westerly right of way line of Seminole Woods Parkway, said point being the Point of Beginning of this description; thence continue South 21°33'05" East along the Westerly right of way line of Seminole Woods Parkway a distance of 514.30 feet to a point of curvature, thence 235.69 feet along the arc of a curve to the right (concave Westerly), having a central angle of 04°30'05", a radius of 3000.00 feet, a chord bearing of South 19°18'07" East and a chord distance of 235.63 feet to a point of tangency; thence South 17°03'00" East along said Westerly Right-of-

Way line of Seminole Wood Parkway a distance of 577.47 feet; thence departing Seminole Woods Parkway run South 89°01'53" West a distance of 1261.67 feet; thence North 11°26'22" East a distance of 1289.94 feet to a point on the South boundary line of said Iroquois Waterway; thence North 89°00'45" East along the Southerly boundary line of said Iroquois Waterway a distance of 569.62 feet to the Point of Beginning.

Containing 26.876 acres, more or less.

**PARCEL 3:**

A parcel of land lying in Sections 20 and 21, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20, run thence along the East boundary of said Section 20, S 00°50'03" E, a distance of 150.00 feet to a point on the South boundary of Iroquois Waterway and the POINT OF BEGINNING; thence along the said South boundary, S 89°02'12" W, a distance of 3454.09 feet; thence N 02°33'00" W, a distance of 100.04 feet; thence N 89°02'12" E, a distance of 4096.00 feet; thence S 07°46'22" E, a distance of 40.28 feet; thence N 89°00'43" E, a distance of 986.00 feet to a point on the Westerly Right of Way line of Seminole Woods Parkway; thence along said Westerly Right of Way line, S 21°33'06" E, a distance of 64.08 feet to a point on the aforesaid South boundary of Iroquois Waterway; thence along said boundary, S 89°00'43" W, a distance of 1652.45 feet to the POINT OF BEGINNING.

Containing 10.782 acres, more or less.

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21"W ALONG THE EAST LINE OF SAID LAGUNA FOREST, A DISTANCE OF 205.09 FEET; THENCE N36°19'21"W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2915.74 FEET TO A POINT ON THE WEST LINE OF SECTION 20, AFORESAID; THENCE DEPARTING SAID EAST LINE OF LAGUNA FOREST AND ALONG SAID WEST SECTION LINE, N01°30'02"W A DISTANCE OF 97.86 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN O.R. BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE, A DISTANCE OF 1887.28 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 553, PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S02°32'58"W ALONG SAID WEST LINE, A DISTANCE OF 1766.27 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE S74°35'44"E, CONTINUING ALONG SAID LANDS A DISTANCE OF 806.87 FEET TO A POINT ON THE EASTERLY EXTENSION OF CITATION BOULVEVARD AS SHOWN ON THE PLAT OF LAGUNA FOREST AFORESAID; THENCE S53°30'30"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1142.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 70.18 ACRES, MORE OR LESS.

# **PETITION TO AMEND THE BOUNDARIES OF SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

Submitted by:

Jere Earlywine  
Florida Bar No.155527  
[jere@kelawgroup.com](mailto:jere@kelawgroup.com)  
KE LAW GROUP, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
(850) 528-6152 (telephone)



**BEFORE THE CITY COUNCIL OF  
THE CITY OF PALM COAST, FLORIDA**

**PETITION TO AMEND THE BOUNDARIES OF  
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Seminole Palms Community Development District (“District”), a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and City of Palm Coast Ordinance No. 2022-2, and located entirely within the boundaries of the City of Palm Coast, Florida, hereby petitions the City Council of the City of Palm Coast, Florida, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance No. 2200-2 to add approximately 70.18 acres to the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within the City of Palm Coast, Florida (“City”). **Exhibit 1** depicts the general location of the existing District, as well as the general location of the Expansion Parcel (defined herein). **Exhibit 1** also depicts the general location of the District, as amended. The District currently covers approximately 239.63 acres of land. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District (“Expansion Parcel”) which comprise approximately 70.18 acres, are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 309.81 acres in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended (“Amended District”).

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2022-27 at **Exhibit 6**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The District has lawfully held elections of Board Supervisors as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are Christopher Reese, Bradley Walker, Greg Meath and Candice Smith.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. Major Water and Wastewater Facilities. **Exhibit 8** shows the existing and proposed major trunk water mains and sewer interceptors and outfalls to be included within the Amended District, as well as the proposed drainage patterns for lands within the Amended District.

7. District Facilities and Services. **Exhibit 9** describes the type of facilities the District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the

infrastructure serving lands within the Amended District are also identified in **Exhibit 9**. Currently, these improvements are estimated to be made, acquired, constructed, and/or installed between 2023 and 2024. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Agent Authorization. The Petitioner is authorized to do business in the state of Florida. The Petitioner has designated Jere Earlywine of KE Law Group, PLLC, as its authorized agent. See **Exhibit 11**. Copies of all correspondence and official notices should also be sent to:

Jere Earlywine  
[jere@kelawgroup.com](mailto:jere@kelawgroup.com)  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

10. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District’s boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community.

The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the City. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the City Council of the City of Palm Coast, Florida:

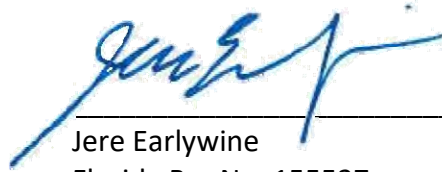
a. Schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes; and

b. Grant the petition and amend Ordinance No. 2022-2 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 20<sup>th</sup> day of June, 2022.

KE LAW GROUP, PLLC



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Jere Earlywine

Florida Bar No. 155527

[jere@kelawgroup.com](mailto:jere@kelawgroup.com)

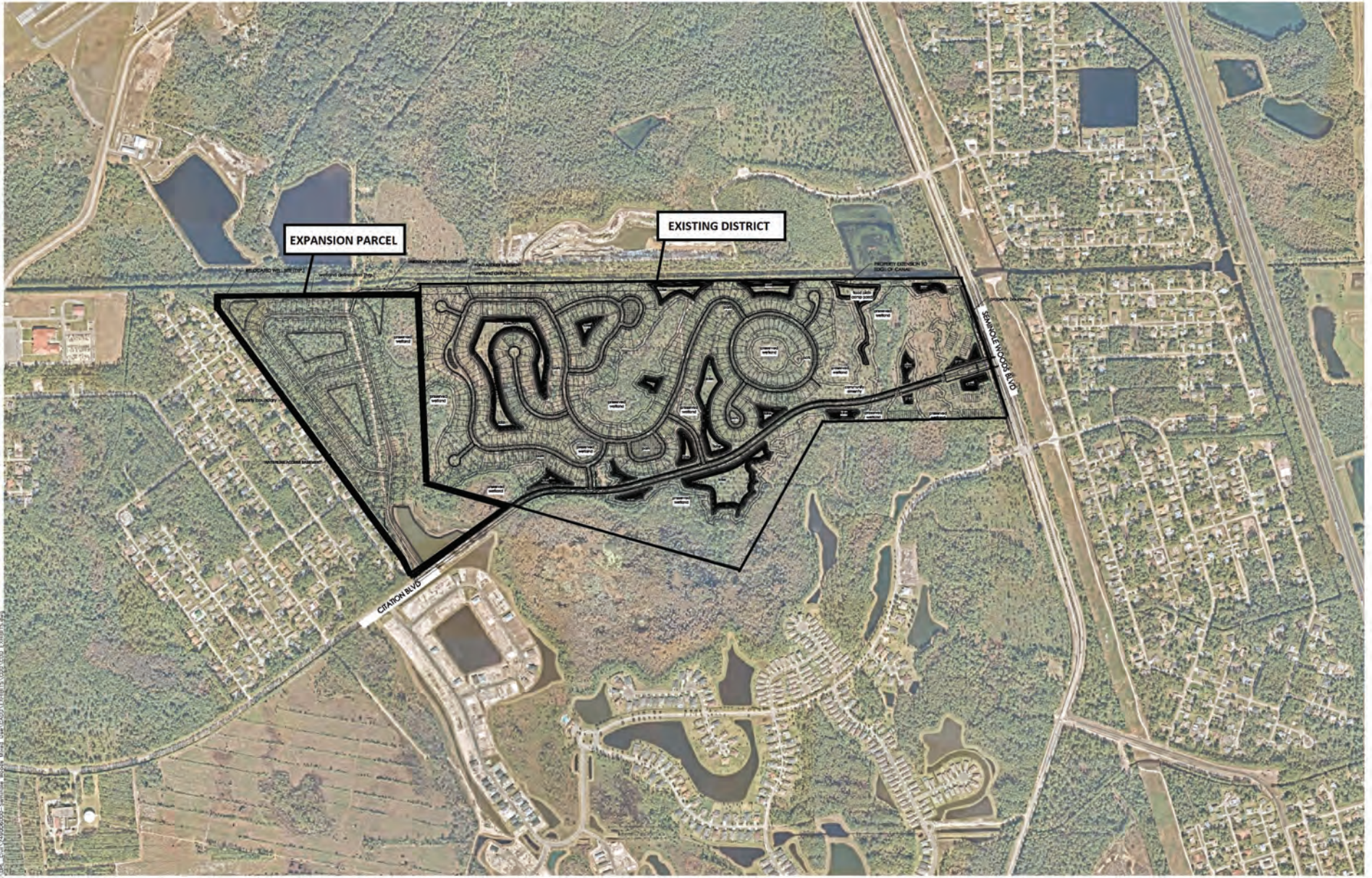
KE LAW GROUP, PLLC

2016 Delta Boulevard, Suite 101

Tallahassee, Florida 32303

(850) 528-6152 Telephone

# EXHIBIT 1

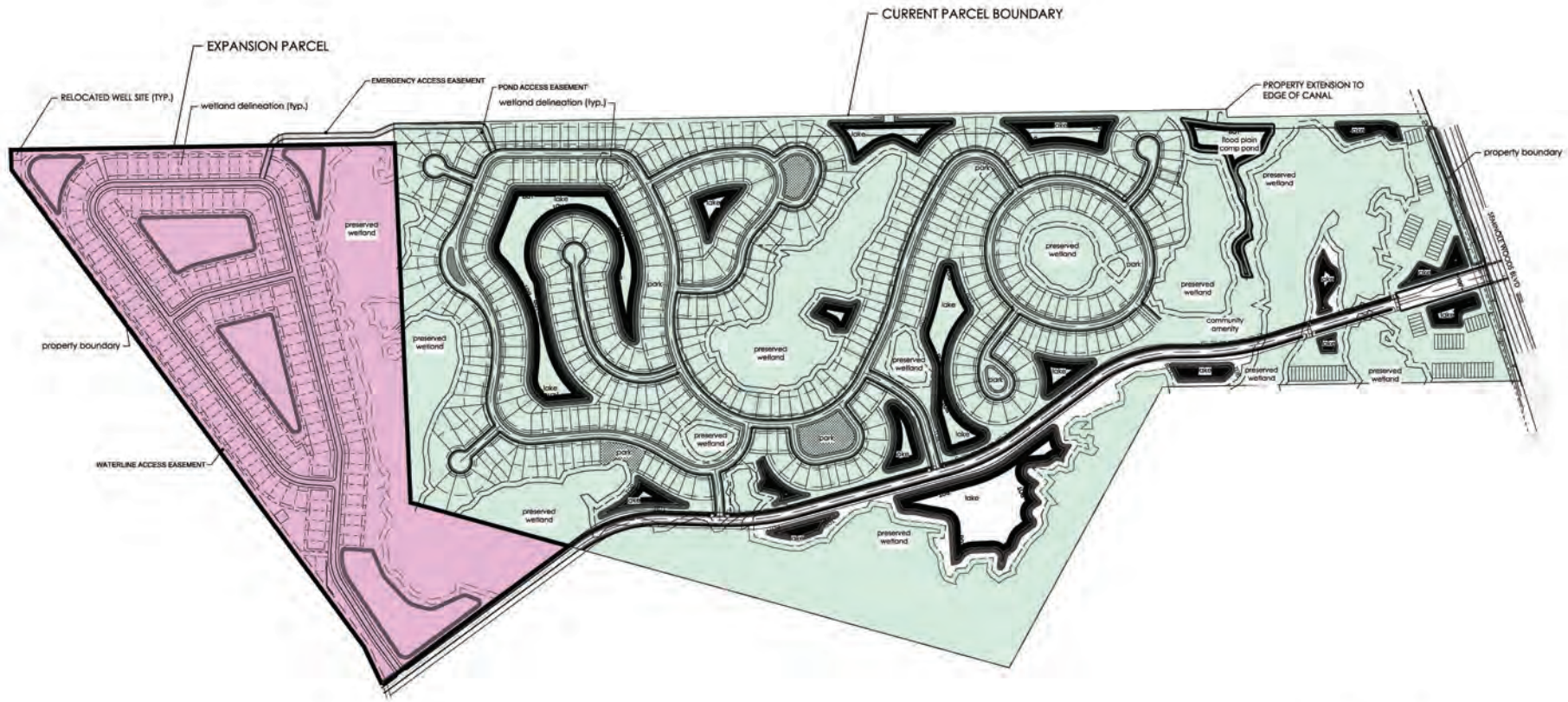


**SEMINOLE PALMS**  
PALM COAST FLORIDA

**LOCATION MAP**  
05/02/2022 - CONTACT TYLER SUDDETH, P.E. (407) 427-1678

GRAPHIC SCALE IN FEET  
0 200 400 800

**Kimley»Horn**



**LEGEND**

- CDD CURRENT BOUNDARY
- CDD EXPANSION PARCEL BOUNDARY

**SEMINOLE PALMS**

**CDD BOUNDARY**

EX-2

PLM EDR# PLD-04

05/02/2022 - CONTACT TYLER SUDDETH, P.E. (407) 427-1678



**Kimley»Horn**



# EXHIBIT 2

## **LEGAL DESCRIPTIONS:**

### **PARCEL 1:**

A parcel of land located in Government Sections 20 and 21, Township 12 South Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Government Sections 20 and 21, Township 12 South Range 31 East, thence South 00°50'01" East for a distance of 150.00 feet to the Southerly line of Iroquois Waterway (a 175-foot wide Waterway at this Point) and the Point of Beginning of this description; thence North 89°02'14" East, along said Southerly line of Iroquois Waterway a distance of 1082.73 feet; thence departing and Southerly line South 11°26'27" West for a distance of 1290.00 feet; thence South 89°01'53" West, for a distance of 502.58 feet; thence South 28°40'19" West for a distance of 1572.08 feet; thence North 74°35'44" West for a distance of 3054.69 feet; thence North 02°32' 58" West, for a distance of 1766.27 feet to said Southerly line of Iroquois Waterway; thence North 89°02'14" East, along said Southerly line for a distance of 3454.09 feet to the Aforementioned Point of Beginning.

Containing 201.967 acres, more or less.

### **PARCEL 2:**

A parcel of land lying West of Seminole Woods Parkway within Government Section 21, Township 12 South Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Government Section 21, Township 12 South Range 31 East, thence North 00°50'01" West along the East line Section 17, Township 12 South, Range 31 East, a distance of 25.00 feet to a point on the North boundary line of Iroquois Waterway, as recorded in Official Record Book 549, Page 966 through 990, of the Public Records of Flagler County, Florida; thence North 89°00'45" East, a distance of 1586.29 feet to a point on the Westerly right of way line of Seminole Woods Parkway (124' R/W); thence departing the North line of Iroquois Waterway, run South 21°33'05" East along said Seminole Woods Parkway Right-of-Way line a distance of 186.91 feet to a point being the intersection of the South line of Iroquois Waterway with the Westerly right of way line of Seminole Woods Parkway, said point being the Point of Beginning of this description; thence continue South 21°33'05" East along the Westerly right of way line of Seminole Woods Parkway a distance of 514.30 feet to a point of curvature, thence 235.69 feet along the arc of a curve to the right (concave Westerly), having a central angle of 04°30'05", a radius of 3000.00 feet, a chord bearing of South 19°18'07" East and a chord distance of 235.63 feet to a point of tangency; thence South 17°03'00" East along said Westerly Right-of-

Way line of Seminole Wood Parkway a distance of 577.47 feet; thence departing Seminole Woods Parkway run South  $89^{\circ}01'53''$  West a distance of 1261.67 feet; thence North  $11^{\circ}26'22''$  East a distance of 1289.94 feet to a point on the South boundary line of said Iroquois Waterway; thence North  $89^{\circ}00'45''$  East along the Southerly boundary line of said Iroquois Waterway a distance of 569.62 feet to the Point of Beginning.

Containing 26.876 acres, more or less.

**PARCEL 3:**

A parcel of land lying in Sections 20 and 21, Township 12 South, Range 31 East, Flagler County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 20, run thence along the East boundary of said Section 20, S  $00^{\circ}50'03''$  E, a distance of 150.00 feet to a point on the South boundary of Iroquois Waterway and the POINT OF BEGINNING; thence along the said South boundary, S  $89^{\circ}02'12''$  W, a distance of 3454.09 feet; thence N  $02^{\circ}33'00''$  W, a distance of 100.04 feet; thence N  $89^{\circ}02'12''$  E, a distance of 4096.00 feet; thence S  $07^{\circ}46'22''$  E, a distance of 40.28 feet; thence N  $89^{\circ}00'43''$  E, a distance of 986.00 feet to a point on the Westerly Right of Way line of Seminole Woods Parkway; thence along said Westerly Right of Way line, S  $21^{\circ}33'06''$  E, a distance of 64.08 feet to a point on the aforesaid South boundary of Iroquois Waterway; thence along said boundary, S  $89^{\circ}00'43''$  W, a distance of 1652.45 feet to the POINT OF BEGINNING.

Containing 10.782 acres, more or less.

# EXHIBIT 3

LEGAL DESCRIPTION  
PER TITLE COMMITMENT

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21"W ALONG THE EAST LINE OF SAID LAGUNA FOREST, A DISTANCE OF 205.09 FEET; THENCE N36°19'21"W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2915.74 FEET TO A POINT ON THE WEST LINE OF SECTION 20, AFORESAID; THENCE DEPARTING SAID EAST LINE OF LAGUNA FOREST AND ALONG SAID WEST SECTION LINE, N01°30'02"W A DISTANCE OF 97.86 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN O.R. BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE, A DISTANCE OF 1887.28 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 553, PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S02°32'58"W ALONG SAID WEST LINE, A DISTANCE OF 1766.27 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE S74°35'44"E, CONTINUING ALONG SAID LANDS A DISTANCE OF 806.87 FEET TO A POINT ON THE EASTERLY EXTENSION OF CITATION BOULVEVARD AS SHOWN ON THE PLAT OF LAGUNA FOREST AFORESAID; THENCE S53°30'30"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1142.52 FEET TO THE POINT OF BEGINNING.

**CONTAINING 70.18 ACRES, MORE OR LESS.**

# EXHIBIT 4

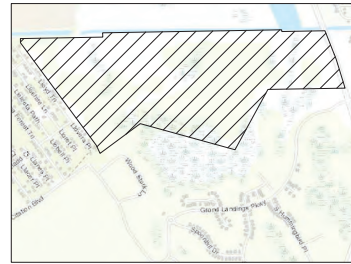
LEGAL DESCRIPTION

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21"W ALONG THE EAST LINE OF SAID LAGUNA FOREST, A DISTANCE OF 205.06 FEET; THENCE N36°30'37"W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2915.74 FEET TO A POINT ON THE WEST LINE OF SECTION 20, AFORESAID; THENCE DEPARTING SAID EAST LINE OF LAGUNA FOREST AND ALONG SAID WEST SECTION LINE, N01°30'02"W A DISTANCE OF 97.86 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN O.R. BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE, A DISTANCE OF 1887.00 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 553, PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE OF THE LANDS DESCRIBED IN O.R. BOOK 553, PAGE 159, N02°33'00"W, A DISTANCE OF 100.09 FEET; THENCE N89°02'12"E, A DISTANCE OF 3458.19 FEET; THENCE N89°00'43"E, A DISTANCE OF 637.81 FEET; THENCE S07°46'22"E, A DISTANCE OF 40.28 FEET; THENCE N89°00'43"E, A DISTANCE OF 986.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SEMINOLE WOODS PARKWAY (124' R/W); THENCE CONTINUE S21°33'06"E, ALONG THE WESTERLY RIGHT OF WAY LINE OF SEMINOLE WOODS PARKWAY A DISTANCE OF 578.37 FEET TO A POINT OF CURVATURE; THENCE 235.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT (CONCAVE WESTERLY), HAVING A CENTRAL ANGLE OF 04°30'05", A RADIUS OF 3000.00 FEET, A CHORD BEARING OF S19°18'07"E, AND A CHORD DISTANCE OF 235.63 FEET TO A POINT OF TANGENCY; THENCE S17°03'02"E, A DISTANCE OF 577.47 FEET; THENCE S89°01'51"E, A DISTANCE OF 1764.10 FEET; THENCE S28°40'17"W, A DISTANCE OF 1572.68 FEET; THENCE N74°35'46"W, A DISTANCE OF 2247.57 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CITATION BOULEVARD (80' R/W); THENCE CONTINUE S53°30'00"W, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF CITATION BOULEVARD A DISTANCE OF 1142.49 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL CONTAINS 309.79 ACRES, MORE OR LESS.

**A MAP SHOWING A BOUNDARY**  
A PORTION OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

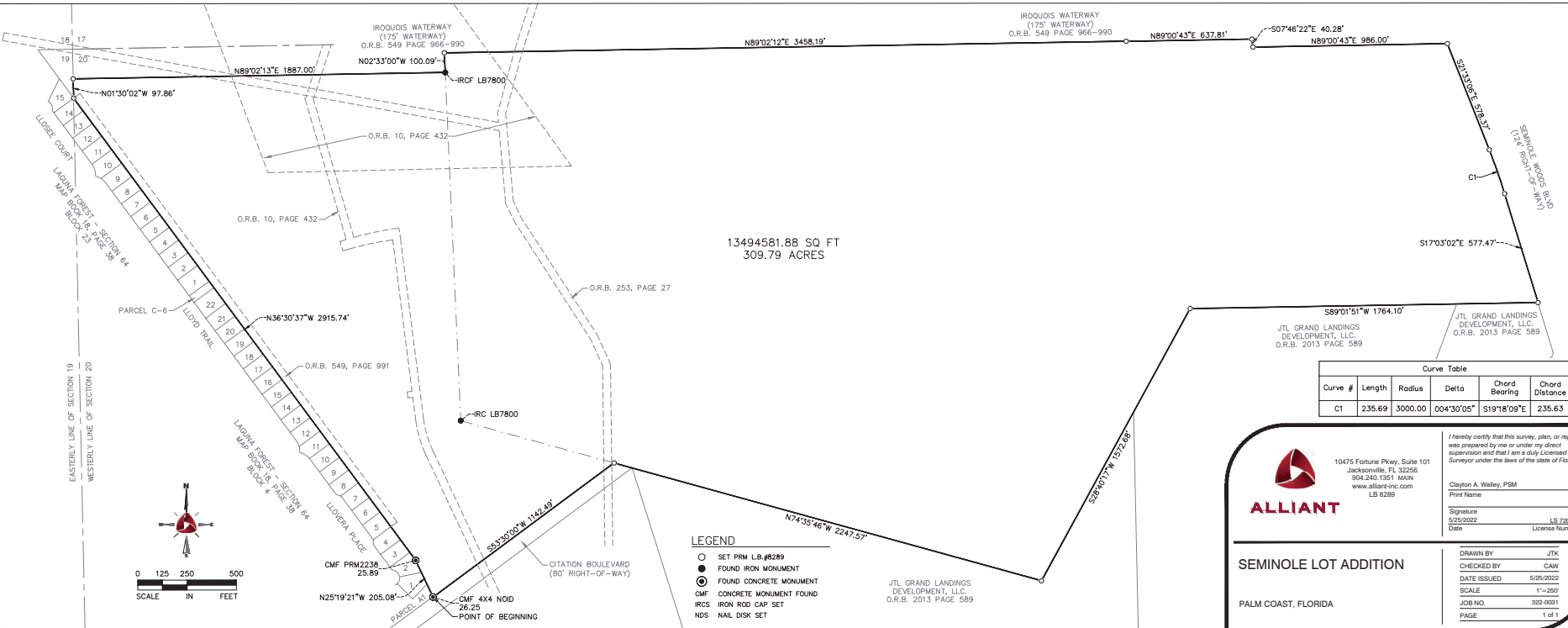


VICINITY MAP  
NOT TO SCALE



GENERAL NOTES

1. THERE WAS NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING FIELD WORK.
2. UTILITIES SHOWN ARE BASED ON FIELD OBSERVATION AND NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY.
3. ALL DISTANCES ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
4. SUBJECT PROPERTY CONTAINS 13,494,581.88 SQUARE FEET OR 309.79 ACRES MORE OR LESS.
5. HORIZONTAL DATUM IS REFERENCED TO NAD83 / 2011 FLORIDA EAST STATE PLANE COORDINATES AND IS GPS DERIVED.
6. VERTICAL DATUM IS REFERENCED TO NAVD 88 AND IS GPS DERIVED.
7. THE PROPERTY LIES WITHIN ZONE X (UNSHADED - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE AE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE COMMUNITY PANEL NO. 12035C0230E, EFFECTIVE 06/06/2018.
8. NAMES OF ADJOINING OWNERS ARE DEPICTED BASED ON FLAGLER COUNTY GIS TAX INFORMATION.
9. MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED STANDARDS OF PRACTICE FOR LAND SURVEYING AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE CHAPTER 5J-17.050-.052.
10. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
11. SECTION LINES AND QUARTER SECTION LINES ARE GRAPHIC REPRESENTATIONS ONLY AND DO NOT REFLECT FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.
12. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.



# EXHIBIT 5



This instrument was prepared by:

KE LAW GROUP, PLLC  
2016 DELTA BOULEVARD, SUITE 101  
TALLAHASSEE, FLORIDA 32303

---

**CONSENT AND JOINDER OF LANDOWNER FOR THE  
AMENDMENT OF THE BOUNDARIES OF THE  
SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands which are more fully described as the "Expansion Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Seminole Palms Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to addition of the Property to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

*[signatures on following page]*

Executed this 13th day of April, 2022.

WITNESS

JTL GRAND LANDINGS DEVELOPMENT

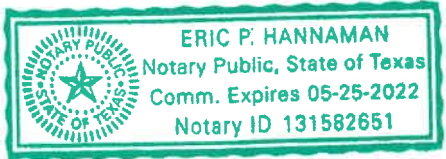
By: [Signature]  
Name: Mike West

By: [Signature]  
Name: DAVID WEST

By: Nancy West  
Name: Nancy West

Texas  
STATE OF ~~FLORIDA~~  
COUNTY OF Hallam

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13th day of April, 2022, by David West, as Manager of JTL Grand Landings Development on its behalf. He  is personally known to me or  produced Drink License as identification.



[Signature]  
Notary Public, State of Florida  
Texas

EXHIBIT A: Legal Description

**EXHIBIT A:**  
Legal Description

LEGAL DESCRIPTION  
PER TITLE COMMITMENT

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21"W ALONG THE EAST LINE OF SAID LAGUNA FOREST, A DISTANCE OF 205.09 FEET; THENCE N36°19'21"W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2915.74 FEET TO A POINT ON THE WEST LINE OF SECTION 20, AFORESAID; THENCE DEPARTING SAID EAST LINE OF LAGUNA FOREST AND ALONG SAID WEST SECTION LINE, N01°30'02"W A DISTANCE OF 97.86 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN O.R. BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE, A DISTANCE OF 1887.28 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 553, PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S02°32'58"W ALONG SAID WEST LINE, A DISTANCE OF 1766.27 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE S74°35'44"E, CONTINUING ALONG SAID LANDS A DISTANCE OF 806.87 FEET TO A POINT ON THE EASTERLY EXTENSION OF CITATION BOULVEVARD AS SHOWN ON THE PLAT OF LAGUNA FOREST AFORESAID; THENCE S53°30'30"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1142.52 FEET TO THE POINT OF BEGINNING.

**CONTAINING 70.18 ACRES, MORE OR LESS.**

# EXHIBIT 6

**RESOLUTION 2022-37**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY OF PALM COAST, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seminole Palms Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and City of Palm Coast Ordinance No. 2022-2 ("**Ordinance**"); and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District presently consists of approximately 239.63 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

**WHEREAS**, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

**WHEREAS**, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS**, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

**WHEREAS**, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

**WHEREAS**, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

**WHEREAS**, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT:**

**1. RECITALS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**2. AUTHORIZATION FOR BOUNDARY AMENDMENT.** Pursuant to Chapter 190, *Florida Statutes*, the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with the City of Palm Coast, Florida, as necessary to seek the amendment of the District's boundaries and to add those lands depicted in **Exhibit A**. The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

**3. AUTHORIZATION FOR AGENT.** The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City of Palm Coast, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

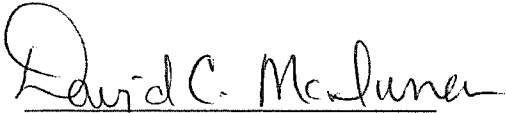
**4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 25<sup>th</sup> day of April, 2022.

ATTEST:

**SEMINOLE PALMS COMMUNITY  
DEVELOPMENT DISTRICT**



Assistant Secretary



Chairman/Vice-Chairman, Board of Supervisors

**Exhibit A:** Legal Description of Boundary Amendment Parcel



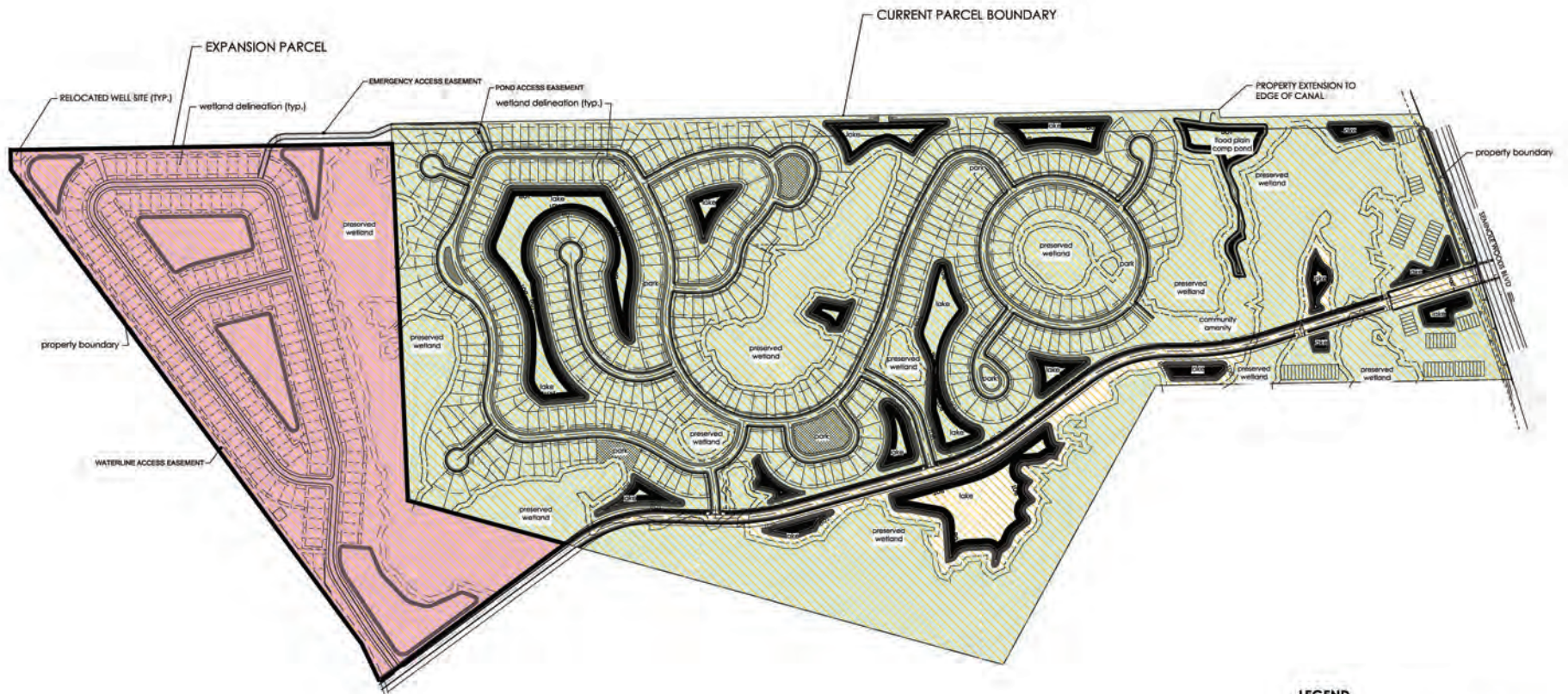
**Exhibit A:**  
Legal Description of Boundary Amendment Parcel

LEGAL DESCRIPTION  
PER TITLE COMMITMENT

PART OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF PARCEL A1, LAGUNA FOREST, SECTION 64, AS RECORDED IN MAP BOOK 18, PAGE 38, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N25°19'21"W ALONG THE EAST LINE OF SAID LAGUNA FOREST, A DISTANCE OF 205.09 FEET; THENCE N36°19'21"W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2915.74 FEET TO A POINT ON THE WEST LINE OF SECTION 20, AFORESAID; THENCE DEPARTING SAID EAST LINE OF LAGUNA FOREST AND ALONG SAID WEST SECTION LINE, N01°30'02"W A DISTANCE OF 97.86 FEET TO A POINT ON THE SOUTH LINE OF IROQUOIS WATERWAY AS RECORDED IN O.R. BOOK 549, PAGE 966, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°02'13"E ALONG SAID SOUTH LINE, A DISTANCE OF 1887.28 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 553, PAGE 159, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S02°32'58"W ALONG SAID WEST LINE, A DISTANCE OF 1766.27 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS; THENCE S74°35'44"E, CONTINUING ALONG SAID LANDS A DISTANCE OF 806.87 FEET TO A POINT ON THE EASTERLY EXTENSION OF CITATION BOULVEVARD AS SHOWN ON THE PLAT OF LAGUNA FOREST AFORESAID; THENCE S53°30'30"W ALONG SAID EASTERLY EXTENSION, A DISTANCE OF 1142.52 FEET TO THE POINT OF BEGINNING.

**CONTAINING 70.18 ACRES, MORE OR LESS.**

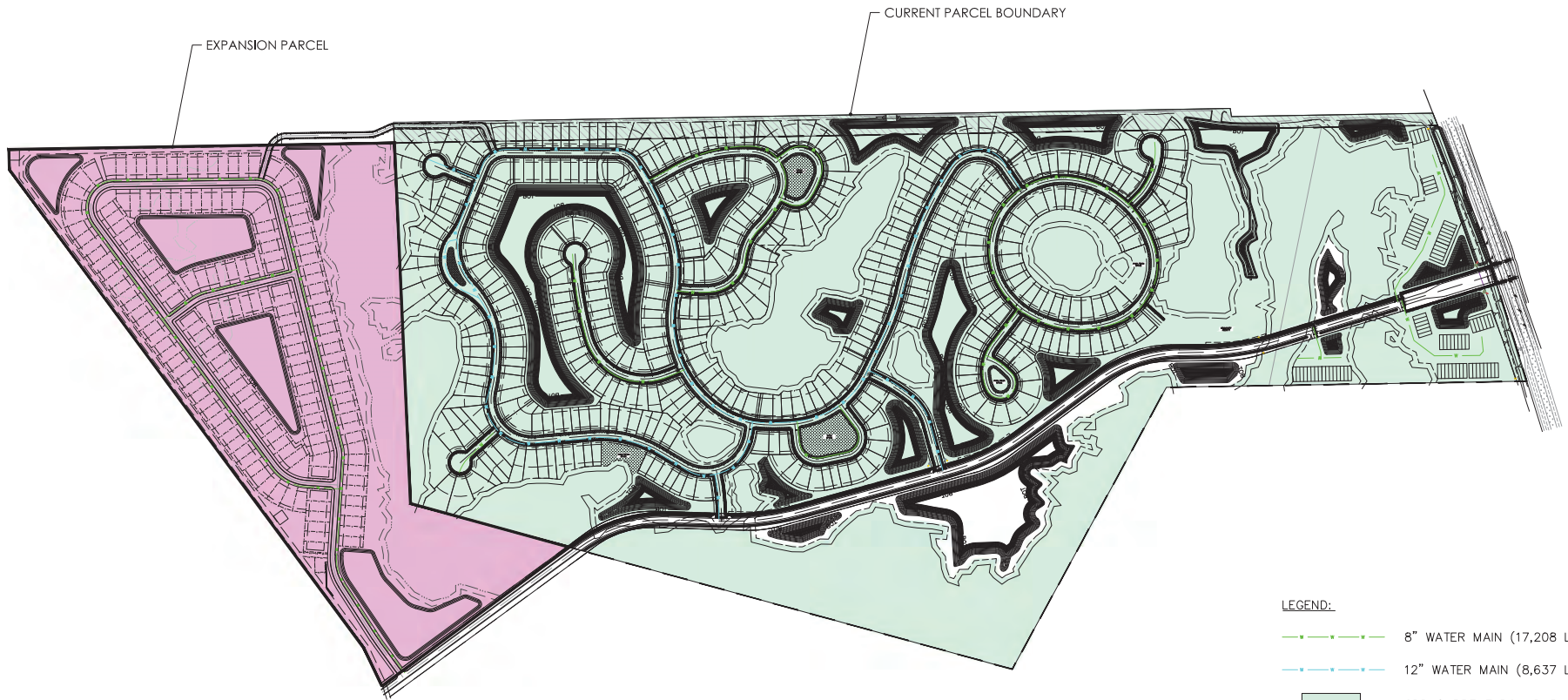
# EXHIBIT 7



**LEGEND**

- CDD CURRENT BOUNDARY
- CDD EXPANSION PARCEL BOUNDARY
- RESIDENTIAL FLU





# EXHIBIT 8



EXPANSION PARCEL

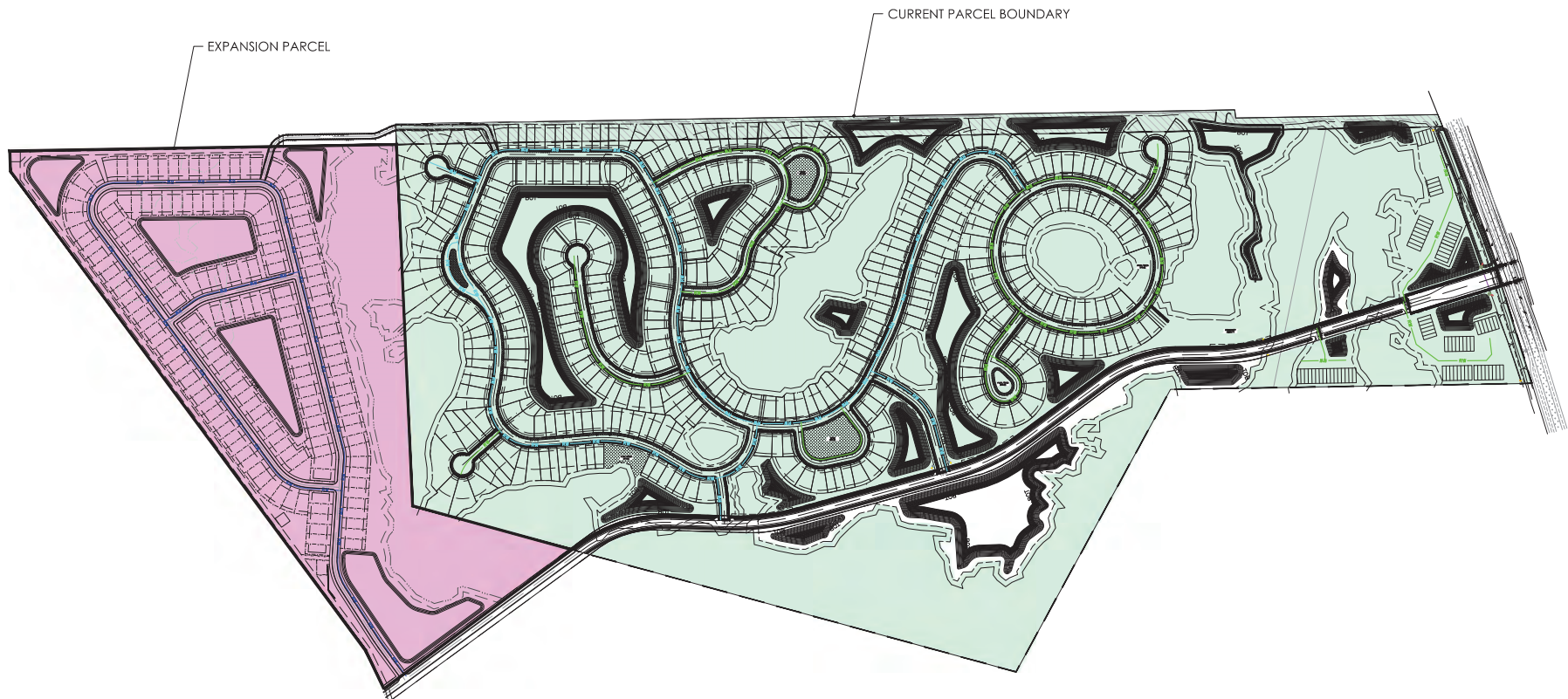
CURRENT PARCEL BOUNDARY

**LEGEND:**

-  8" WATER MAIN (17,208 LF)
-  12" WATER MAIN (8,637 LF)
-  CDD CURRENT BOUNDARY
-  CDD EXPANSION PARCEL BOUNDARY

NOTE:  
1" POTABLE WATER LATERAL SERVICE (7,480 LF)



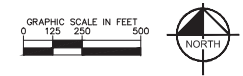


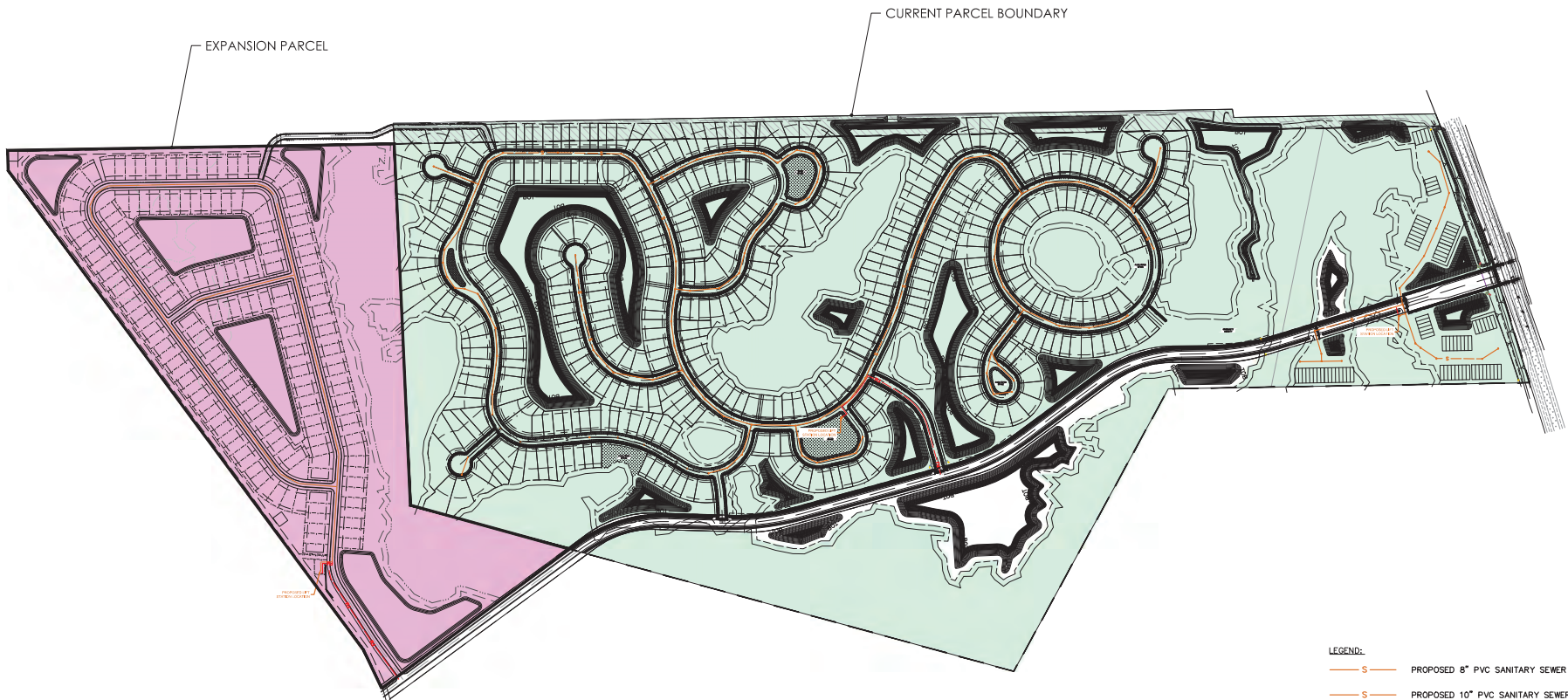
EXPANSION PARCEL

CURRENT PARCEL BOUNDARY

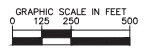
- LEGEND:
- 4" RECLAIM WATER MAIN (9,511 LF)
  - 6" RECLAIM WATER MAIN (5,770 LF)
  - 8" RECLAIM WATER MAIN (8,632 LF)
  - CDD CURRENT BOUNDARY
  - CDD EXPANSION PARCEL BOUNDARY

NOTE:  
1" RECLAIM WATER LATERAL SERVICE (7,480 LF)

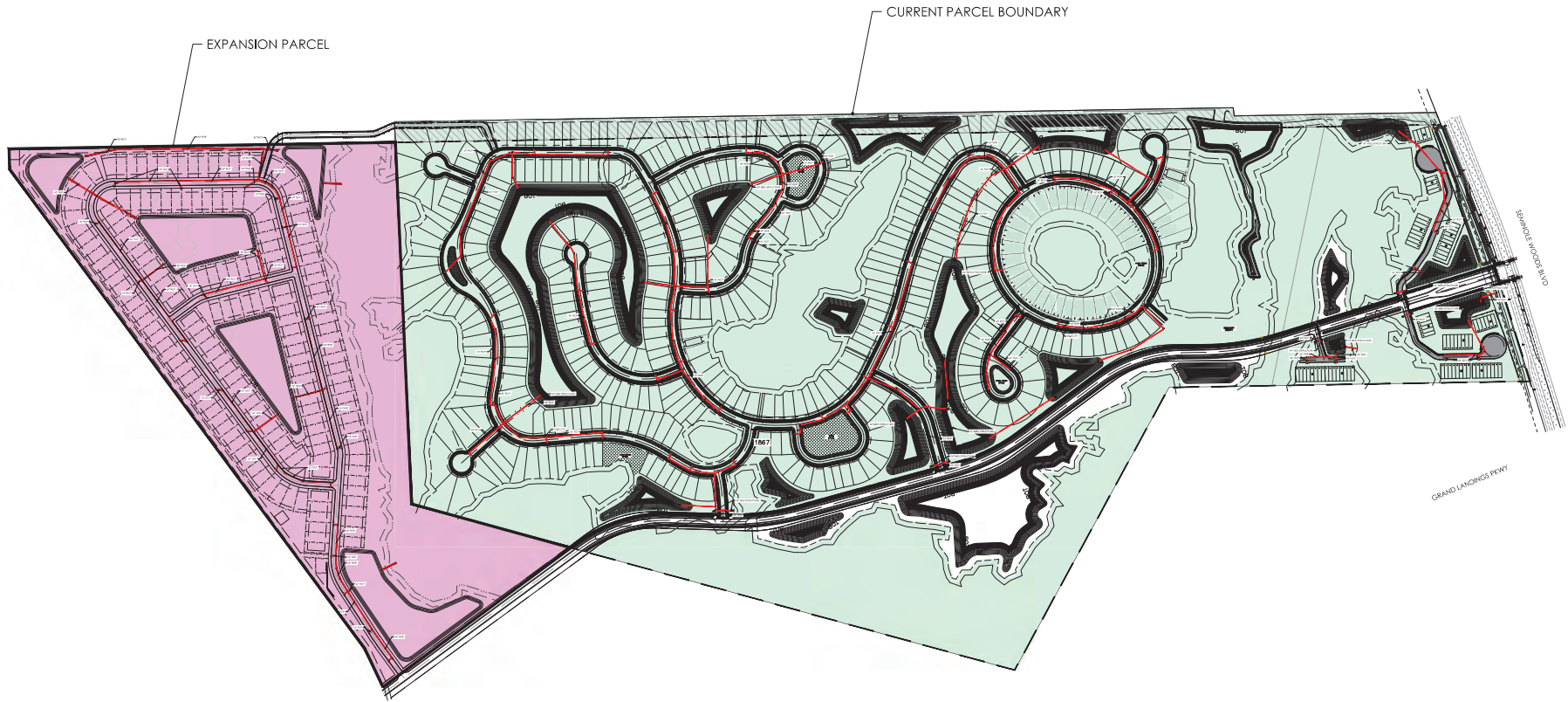




- LEGEND:**
- PROPOSED 8" PVC SANITARY SEWER PIPE (5,267 LF TOTAL)
  - PROPOSED 10" PVC SANITARY SEWER PIPE (17,039 LF TOTAL)
  - PROPOSED 6" FORCE MAIN (4,592 LF TOTAL)
  - PROPOSED LIFT STATION (3 TOTAL)
  - PROPOSED SANITARY MANHOLE (144 TOTAL)
  - CDD CURRENT BOUNDARY
  - CDD EXPANSION PARCEL BOUNDARY







- LEGEND:
- PROPOSED STORM PIPE
  - ⊙ S ⊙ PROPOSED STORM STRUCTURES
  - CDD CURRENT BOUNDARY
  - CDD EXPANSION PARCEL BOUNDARY

# EXHIBIT 9

CDD Financing Chart

Improvement	Estimated Cost
CDD Clearing/Grading	\$4,420,000
Stormwater Management System	\$7,475,000
CDD Roadways	\$4,420,000
Water & Wastewater	\$6,825,000
Hardscaping, Landscape, Irrigation	\$3,640,000
Amenities	\$1,950,000
Conservation Areas	\$650,000
Offsite Improvements	\$3,315,000
Project Sub Total	\$32,695,000
10% Contingency	\$6,539,000
12% Design and Permitting	\$3,923,400
TOTAL	\$43,157,400

Ownership & Operations Chart \*

Improvement	Financing Entity	Ownership & Operation
Stormwater Management System	CDD	CDD
Roadways	CDD	CDD
Water & Wastewater Systems	CDD	CDD/CITY
Hardscaping, Landscape, Irrigation	CDD	CDD
Amenities	CDD	CDD
Conservation Areas	CDD	CDD
Offsite Improvements	CDD	City

\*The developer may alternatively elect to privately finance certain of the improvements above, and have an HOA own and operate such improvements instead of the CDD.

# EXHIBIT 10

**Statement of Estimated Regulatory Costs**  
**To Expand the Boundaries of the**  
**Seminole Palms Community Development District**

May 15, 2022

**Prepared by**  
DPFG Management and Consulting, LLC  
250 International Parkway | Suite 280  
Lake Mary, Florida 32746

**Table of Contents**

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A. EXECUTIVE SUMMARY .....2

B. PURPOSE AND SCOPE .....2

C. SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT .....2

D. STATUTORY ELEMENTS .....3

E. CONCLUSION .....6

## **A. EXECUTIVE SUMMARY**

The Seminole Palms Community Development District (the “**District**”) seeks to expand its boundaries by approximately 70.18 acres of land (“**Expanded Land**”). This Statement of Estimated Regulatory Costs (the “**SERC**”) is a component of the petition filed with the City of Palm Coast, Florida (the “**City**”), to establish the District in accordance with Chapter 190.005, Florida Statutes, and designating the land area for which the District would manage and finance the delivery of basic public services.

With respect to the expansion, this document determines that there are no adverse impacts on state and local revenues, and on small businesses, and there are no additional administrative costs and transactional costs associated with the establishment. Any one-time transactional or administrative expenses associated with this action will be covered by one-time fees paid by the Petitioner.

Expanding the boundaries of the District will not create any significant economic costs overall for the State of Florida nor for the City. The proposed action of the District may facilitate private development and may result in positive fiscal impacts in the long run.

## **B. PURPOSE AND SCOPE**

This SERC has been prepared as a component of the petition filed with the City to expand the boundaries of the District in accordance with Chapter 190.005, Florida Statutes, and to provide for the best alternative to deliver community development services and facilities to the proposed community.

Specifically, the District petitioned the City pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to amend Ordinance No. 2022-2 adopted by the City of Palm Coast, Florida, establishing the District on January 4, 2022, to manage and finance the delivery of basic community infrastructure services. Section 190.046, Florida Statutes, authorizes the District to file this Petition to expand its boundaries.

## **C. SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

The District was created pursuant Chapter 190, Florida Statutes, and Ordinance No. 2022-2 by the City of Palm Coast and authorized to manage and finance the delivery of basic community infrastructure services. The District seeks to expand its boundaries by approximately 70.18 acres of land.

#### D. STATUTORY ELEMENTS

Section 120.541(2), Florida Statutes, provides that the SERC must contain the following:

- (a) An economic analysis showing whether the rule directly or indirectly:
  - 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
  - 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
  - 3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- (b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule;
- (c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues;
- (d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule<sup>1</sup>;
- (e) An analysis of the impact on small businesses as defined by s. [288.703](#), and an analysis of the impact on small counties and small cities as defined in s. [120.52](#). The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses;
- (f) Any additional information that the agency determines may be useful.

The following paragraphs summarize the estimated regulatory impacts of the boundary amendment by each of the above listed statutory elements.

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<sup>1</sup> As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.



1) Impact on economic growth, job creation, business competitiveness, and regulatory costs

The District together with 100% of the landowners of the Expanded Property have agreed to expand the District's boundary. The key question for an economic analysis on the expansion of the District boundaries is whether the Expanded Land is necessary to and/or benefits from the operation of the District's programs and services. The Expanded Land is exempt from special assessments because the use of the Expanded Land constitutes a 'common element' consistent with provisions of Section 193.0235 Florida Statutes.

The expansion of the boundaries of the District is not likely to have an adverse impact on the items described in 1(a), 1(b) and 1(c) above.

2) General description of the types of individuals affected

The individuals and entities likely to be required to comply with the ordinance, or affected by the proposed adoption of the expansion of the District are:

- a) **THE STATE OF FLORIDA** - The State of Florida and its residents and general population will not incur any compliance costs related to the establishment of the District and on-going administration of the District. They will only be affected to the extent that the State incurs those nominal administrative costs outlined in Section (c) below.
- b) **CITY AND ITS RESIDENTS** - The City and its residents not residing within the boundaries of the District will not incur any compliance costs, or ongoing administrative costs related to the establishment, other than any one-time administrative costs outlined in Section (c) below.
- c) **CURRENT PROPERTY OWNERS** - The current property owners of the lands subject to the establishment will be affected to the extent that the District allocates assessments and bonded indebtedness for the construction of public infrastructure and undertakes operation and maintenance responsibility for District infrastructure. Any assessments and bonded indebtedness will be based on special benefit and will be fairly and reasonably apportioned among the properties that receive the special benefit. It would require consent from the owners of land subject to the establishment. The Petitioner anticipates providing full landowner consent to be included as an exhibit to the petition to establish the District.
- d) **FUTURE PROPERTY OWNERS** – The District is a form of governance which allows landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements. For the imposition of special assessments to be valid, any assessments will be based on special benefit and will be fairly and reasonably apportioned among the properties that receive the special benefit from the public improvements and services provided by the District.

3) Estimated cost to the public entities and anticipated effect on state or local revenues

- a) **THE CITY**. The City will not incur any quantifiable on-going costs. The District is not transferring any maintenance or capital expenditures. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District. The District will submit, for informational purposes, its annual budget, financial report, audit and public financing disclosures to the City. Since there are no legislative requirements for review or action, the City should not incur any costs. The City may, however, choose to review these documents. To offset these one-time administrative costs, the petitioner will submit a petition filing fee to the City.

- b) STATE. The State of Florida will not incur any additional administrative costs as a result of the establishment to review the periodic reports required pursuant to Chapters 190 and 189, Florida Statutes. These reports include the annual financial report, annual audit and public financing disclosures. To offset these costs, the Legislature has established a maximum fee of \$175.00 per District per year to pay the costs incurred by the Special Districts Information Program to administer the reporting requirements of Chapter 189, Florida Statutes.

Because the District, as defined in Chapter 190, Florida Statutes, is designed to function as a self-sufficient special-purpose governmental entity, it is responsible for its own management. Therefore, except for the reporting requirements outlined above, or later established by law, no additional burden is placed on the State once the District has been established.

- c) DISTRICT. The District will incur costs for operations and maintenance of its facilities and for its administration. These costs will be completely paid for from annual assessments against all properties within the District benefiting from its facilities and its services.
- d) IMPACT ON STATE AND LOCAL REVENUES. It is anticipated that approval of this petition will not have any adverse effect on state and local revenues. There is potential for an increase in state sales tax revenue resulting from the establishment and subsequent development of the subject land. It is not possible to estimate this increase with unconditional certainty. In addition, local ad valorem tax revenues may be increased due to long-lasting increases in property values resulting from the District's construction of infrastructure and on-going maintenance services.

Similarly, private development within the District, which will be facilitated by the District's activities, should have a positive impact on property values and therefore ad valorem taxes. In addition, impact fee and development permit revenues are expected to be generated by private development within the District and, accordingly, should also increase local revenues.

Concerns that a District obligation could become a state, city or county obligation thereby negatively effecting state or local revenues cannot occur as Chapter 190 specifically addresses this issue as follows: *"It is further the purpose and intent of the Legislature that no debt or obligation of a district constitute a burden on any local general-purpose government without its consent."* [Section 190.002(3), Florida Statutes]. Further, *"A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state."* [Section 190.016(15), Florida Statutes]

In summary, the expanding of the boundaries of the District will not create any significant economic costs for the State of Florida or for the County.

4) Estimate of transactional costs

There are no transactional costs related with the expansion of the boundaries.

5) Impact on small businesses and on small cities

Amending the boundaries of the District should not have any negative impact on small businesses, small counties, and small cities.

6) Additional information

Certain data utilized in this report was provided by the developer/Petitioner and represents the best information available at this time. Other data was provided by the District Manager and was based on observations, analysis and experience with private development and other CDD communities in various stages of existence.

**E. CONCLUSION**

For the above stated reasons, the Seminole Palms Community Development District will be a beneficial land development in the City and it will not have any material negative impacts to the State or City. This SERC Report provides supporting justification for granting the expansion of the Community Development District.

# EXHIBIT 11

**AUTHORIZATION OF AGENT**

This letter shall serve as a designation of Jere Earlywine of KE Law Group, PLLC, to act as agent for Petitioner, Seminole Palms Community Development District, with regard to any and all matters pertaining to the Petition to the City Council of the City of Palm Coast, Florida, to Amend the Boundaries of the Seminole Palms Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

**WITNESSES:**

**SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT**

*Erin Barrett*

Name: ERIN BARRETT

*James P. Harvey*

By: James P. Harvey  
Chairman, Board of Supervisors

*Bryon T. LoPreste*

Name: BRYON T. LOPRESTE

Date: 3-24-2022

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of March, 2022, by James P. Harvey, as Chairman of Seminole Palms Community Development District, who appeared before me this day in person, and who is either  personally known to me, or  produced \_\_\_\_\_ as identification.

*Bryon T. LoPreste*



NOTARY PUBLIC, STATE OF FLORIDA

Name: Bryon T. LoPreste  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

# City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b>	CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	CITY CLERK	<b>Account</b>
		<b>#</b>
<b>Subject</b>	ORDINANCE 2022-XX AMENDING SECTION 2-36, MEETINGS, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST	
<b>Presenter : Virginia Smith, City Clerk</b>		
<b>Background :</b>		
<b><u>UPDATE FROM THE SEPTEMBER 13, 2022, WORKSHOP</u></b>		
<p>This item was heard by City Council at their September 13, 2022, workshop. There were no changes suggested to this item. There was Council consensus to hold the organizational meeting this year on December 6, 2022 if this proposed Ordinance is adopted.</p>		
<b><u>ORIGINAL BACKGROUND FROM SEPTEMBER 13, 2022, WORKSHOP</u></b>		
<p>In 2011, a charter amendment was proposed to the voters to provide savings in the cost to conduct City elections and enhance voter turnout. The amendment related to the schedule of regular elections to correspond with State elections and primaries, to be held in even-numbered years and to reschedule candidate qualifying accordingly.</p> <p>In 1999, City Council adopted Ordinance 99-1 establishing Council meeting times, which was subsequently amended by Ordinances 2000-4, 2007-18 and 2017-13. This proposed amendment relates to the timing of the organizational meeting for induction of members into office after receipt of the Official Election results from the Supervisor of Elections.</p> <p>The Federal Write In Absentee Ballot (FWAB) is for overseas voters and provides 10 extra days from election day for a vote-by-mail ballot to be received. This 10-day extension only applies in presidential preference primary elections, general elections, special elections and special primary elections (by operation of section 100.191, Florida Statutes). The overseas voter's vote-by-mail ballot must be postmarked or dated by Election Day and received within 10 days of the election in order to be counted, provided the ballot is otherwise proper. Once the 10 days has passed, the Flagler County Canvassing Boards canvasses the ballots received from FWAB and thereby finalizes and certifies the official results.</p> <p>The proposed amendment is necessary as the Official Election results cannot be finalized until 10 days after the General Election is held due to the FWAB. The 2022 General Election is held on November 8, 2022. The Flagler County Canvassing Board will hold its' last canvassing of FWAB until November 18, 2022 to certify the election. This date is after the third Tuesday of the month, where the City of Palm Coast would normally certify election results and conduct the oath of office for the newly elected officials. The proposed amendment language will provide for a new oath of office date for 2022 to be during the regularly scheduled December 6, 2022, business meeting, unless a special meeting is called for the oath of office of newly elected officials after November 18, 2022.</p>		

Future elections are affected by FWAB's and this proposed language would clarify and assist in the scheduling of the oath of offices for all future elections.

**Recommended Action :**  
**ADOPT ORDINANCE 2022-XX AMENDING SECTION 2-36, MEETINGS, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST**

**ORDINANCE 2022-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AMENDING SECTION 2-36(a), MEETINGS, OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in 1999 City Council adopted Ordinance 99-1 establishing Council meeting times, which Ordinance was subsequently amended by Ordinances 2000-4, 2007-18 and 2017-13; and

**WHEREAS**, the City Council desires to amend its meeting schedule specifically relating to the timing of the organizational meeting for induction of members into office after receipt of the Official Election results from the Supervisor of Elections; and

**WHEREAS**, it is in the best interest of the public to amend Section 2-36(a) of the Code of Ordinances of the City of Palm Coast to ensure that Official Election results are certified by the Supervisor of Elections prior to the City Council organizational meeting each year.

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

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

**SECTION 2. AMENDMENT TO SECTION 2-36 MEETINGS, OF THE CODIFIED CODE OF CITY ORDINANCES.** Section 2-36 (a) of the *Code of Ordinances* of the City of Palm Coast is hereby amended, deletions being shown in strikethrough and additions in underline:

(a). The City Council of the City of Palm Coast, Florida, shall meet in accordance with the provisions of the City Charter. The City Council shall hold its organizational meeting at the next regular meeting following receipt of the November Official Election results certified by the Supervisor of Elections. on the third Tuesday of November each year The organizational meeting shall include induction of ~~at which meeting~~ elected or re-elected City Council members ~~shall be inducted~~ into office and ~~election of the a~~ Vice-Mayor ~~shall be elected~~.

**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 Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be



declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 4. CODIFICATION.** 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 Ordinances 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. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

Approved on first reading this 20th day of September 2022.

Adopted on second reading after due public notice and hearing this 4th day of October 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 : September 20, 2022

<b>Department</b>	PUBLIC SAFETY	<b>Amount</b>
<b>Division</b>	FIRE	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2022-XX APPROVING AN AUTOMATIC/MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE CITY OF FLAGLER BEACH, THE CITY OF PALM COAST, AND FLAGLER COUNTY	
<b>Presenter: Kyle Berryhill, Battalion Chief</b>		
<p><b>Background:</b>  <u><b>UPDATE FROM THE SEPTEMBER 13, 2022 WORKSHOP</b></u>            This item was heard by City Council at their September 13, 2022, workshop. There were no changes suggested to this item. The signature block for all entities in the attached Interlocal Agreement was updated to reflect execution by the municipalities Mayors and the Chair for the County.</p> <p><u><b>ORIGINAL BACKGROUND FROM SEPTEMBER 13, 2022 WORKSHOP</b></u>            The City of Palm Coast, City of Flagler Beach, and Flagler County are proposing an Interlocal Agreement (ILA) for Automatic and Mutual Aid to provide for fire and emergency medical services throughout the county. This agreement replaces a twenty-year old agreement and is the result of months of work between the chief officers of Flagler County Fire Rescue, Palm Coast Fire Department, and Flagler Beach Fire Department. In this proposed ILA, the agencies agree to respond with the closest appropriate unit – essentially ensuring that a Palm Coast citizen experiencing an emergency anywhere in Flagler County will get help in the shortest time possible. This proposed ILA establishes practices for Dispatching, Communications, Automatic Aid, Mutual Aid, and Joint Training.</p>		
<p><b>Recommended Action:</b>  <b>ADOPT RESOLUTION 2022-XX APPROVING AN AUTOMATIC/MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BY AND BETWEEN THE CITY OF PALM COAST, THE CITY OF FLAGLER BEACH AND FLAGLER COUNTY</b></p>		

**RESOLUTION 2022-\_\_\_\_**  
**COUNTY-WIDE INTERLOCAL AGREEMENT**  
**FOR AUTOMATIC/MUTUAL AID COUNTY-WIDE**  
**FOR FIRE AND RESCUE SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT RELATED TO AN AUTOMATIC/MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BY AND BETWEEN THE CITY OF PALM COAST, THE CITY OF FLAGLER BEACH AND FLAGLER COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, authorizes governmental units to enter into interlocal agreements and exercise jointly with any other public agency of the State, any power, privilege or authority that they have in common and which each might exercise separately and to cooperate to provide services for mutual benefit; and

**WHEREAS**, the Parties' jurisdictional boundaries are adjacent to and abut each other and are all situated within Flagler County, Florida; and

**WHEREAS**, the Parties provide fire protection and rescue services to their respective jurisdictions; and

**WHEREAS**, the Parties desire to establish an automatic aid agreement to address the response of emergency apparatus for calls for service that endanger life or property in a designated response area and mutual aid when assistance is requested during large scale emergencies; and

**WHEREAS**, the Parties are seeking to coordinate the joint and mutual use of fire and emergency medical facilities and equipment in the event of a structural fire or other emergency situations endangering life or property; and

**WHEREAS**, the Parties have determined that entering into this Agreement will benefit the health, safety and welfare of the public by allowing the Parties to quickly and adequately respond to large scale emergencies and emergencies that endanger life or property; and

**WHEREAS**, the Parties have the power to enter into and administer the terms of this Agreement under Florida Statutes.

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

**SECTION 1. APPROVAL OF THE AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the interlocal agreement, as attached hereto and incorporated herein by reference as Exhibit "A," by and between the City of Palm Coast, Flagler County and City of Flagler Beach for Automatic/Mutual Aid emergency response.

**SECTION 2. AUTHORIZATION TO EXECUTE.** The Mayor is hereby authorized to execute the necessary documents in Exhibit "A."

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20th day of September 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 – Interlocal Agreement with Flagler County

**AUTOMATIC/MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE  
PROTECTION AND RESCUE SERVICES BETWEEN THE CITY OF FLAGLER  
BEACH, THE CITY OF PALM COAST AND FLAGLER COUNTY**

**THIS AUTOMATIC/MUTUAL AID INTERLOAL AGREEMENT FOR FIRE PROTECTION AND RESCUE SERVICES BETWEEN THE CITY OF FLAGLER BEACH, THE CITY OF PALM COAST AND FLAGLER COUNTY** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 pursuant to Chapter 163, Florida Statutes, by and between the City of Flagler Beach, whose address is 105 South 2<sup>nd</sup> Street, Flagler Beach, FL 32136 (“Flagler Beach”), the City of Palm Coast (“Palm Coast”), a political subdivision of the State of Florida whose address is 160 Lake Ave., Palm Coast, Florida 32164, and Flagler County, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 (“County”), collectively referred to as the “Parties”.

**WITNESSETH**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, authorizes governmental units to enter into interlocal agreements and exercise jointly with any other public agency of the State, any power, privilege or authority that they have in common and which each might exercise separately and to cooperate to provide services for mutual benefit; and

**WHEREAS**, the Parties’ jurisdictional boundaries are adjacent to and abut each other and are all situated within Flagler County, Florida; and

**WHEREAS**, the Parties provide fire protection and rescue services to their respective jurisdictions; and

**WHEREAS**, the Parties desire to establish an automatic aid agreement to address the response of emergency apparatus for calls for service that endanger life or property in a designated response area and mutual aid when assistance is requested during large scale emergencies; and

**WHEREAS**, the Parties are seeking to coordinate the joint and mutual use of fire and emergency medical facilities and equipment in the event of a structural fire or other emergency situations endangering life or property; and

**WHEREAS**, the Parties have determined that entering into this Agreement will benefit the health, safety and welfare of the public by allowing the Parties to quickly and adequately respond to large scale

emergencies and emergencies that endanger life or property; and

**WHEREAS**, the Parties have the power to enter into and administer the terms of this Agreement under Florida Statutes.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements contained in the Agreement, together with other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1. **DEFINITIONS**

For purposes of this agreement, the following definitions shall apply.

- a. *Automatic Aid*: fire and emergency service assistance that is automatically dispatched pursuant to this Agreement to pre-determined areas or emergency call types.
- b. *Computer-aided dispatch (CAD)*: systems used by dispatchers, call-takers, and 911 operators to prioritize and record incident calls, identify the status and location of responders in the field, and effectively dispatch responders.
- c. *Closest Appropriate Unit Response*: a computer aided dispatch (CAD) process of assigning, by resource location, the closest appropriate resource(s) to an emergency call for service regardless of the jurisdiction in which the emergency is located.
- d. *Mutual Aid*: fire and emergency service assistance that is dispatched, upon request, by the requesting fire department pursuant to this Agreement. The request for assistance may include personnel, equipment and/or expertise in a specified manner.
- e. *Requesting Fire Rescue Department*: the fire rescue department in whose jurisdiction the emergency occurs.
- f. *Assisting Fire Rescue Department*: the fire rescue department providing Automatic or Mutual Aid to the Requesting Fire Rescue Department.

## 2. **DISPATCH AND COMMUNICATIONS**

The Parties commit to design and develop emergency response systems capable of providing the most efficient and effective fire and emergency services possible. Pursuant to this commitment all agencies agree to design dispatching models that provide the closest, most appropriate response to acute emergency situations and events, indifferent to jurisdictional boundaries and territories.

The purpose of the aforementioned dispatching system is to provide lifesaving and

incident stabilizing services in the most expeditious way, without consuming the availability of emergency response resources, to the extent possible. The dispatching system addresses the response needs immediately instead of having to summon off-duty personnel within any one jurisdiction.

Any party may request Mutual Aid when an incident is beyond the capabilities of that party's on-duty resources. The request for Mutual Aid must be submitted by the incident commander. Incidents requiring Mutual Aid typically include, but are not limited to the following:

- Fires requiring multiple hose lines.
- Persons trapped.
- Large-scale evacuations.
- Hazardous materials or special technical operations.
- Any response requiring specialized service or resources.

Once a request for Mutual Aid has been received, the Assisting Fire Rescue Department's Battalion Chief will assess its resources and determine the ability to provide Mutual Aid to the Requesting Fire Rescue Department. The Assisting Fire Rescue Department's unit will report responding by CAD and / or radio to the dispatch center. All subsequent radio communications will occur on the assigned radio channel. Upon notification, all dispatched units shall initiate response and communicate during the incident utilizing the assigned radio channel and mobile data terminals, as appropriate.

### **3. AUTOMATIC /MUTUAL AID OPERATIONS**

- a. Each fire rescue department will develop and review operational guidelines identifying appropriate response areas and units assigned by call type. The guidelines are also known as run cards.
- b. Pursuant to the alarm assignment-dispatch guidelines for Automatic Aid, each respective fire department will respond with the closest appropriate unit and personnel to the location of the emergency situation.
- c. The first fire unit that arrives at the incident will establish / manage an incident command system and may be relieved by an officer of the jurisdiction in which the incident occurs.
- d. Parties to this Agreement will share occupancy pre-fire plans of the response areas and joint operating guidelines.
- e. All operations will be conducted based on adopted fire/rescue standards and NFPA 1500

safety standards.

- f. In all cases, the jurisdiction in which the incident occurs will send appropriate response units to the incident, unless none are available due to unforeseen circumstances.
- g. Demobilization will begin when the incident commander deems appropriate and release of resources will begin with assisting fire rescue crews.
- h. The Fire Chief or designees of each fire rescue department shall have the responsibility to coordinate alarm assignments to ensure the company distribution in the jurisdiction that provides aid to the other Parties remains sufficient to meet any additional request for service.
- i. Resources, in the form of back up apparatus or equipment, may be loaned to any of the Parties to this Agreements with the expectation that the Parties' operators are qualified and trained in the proficient usage of the resource.
- j. This Agreement does not relieve the Parties from the necessity and obligation to provide adequate emergency medical service, structural fire suppression or other emergency response capability within its own jurisdiction.
- k. It is also understood and agreed that no obligation exists to provide automatic/mutual aid if doing so seriously jeopardizes the assisting jurisdiction's fire protection or emergency medical service status.

#### **4. TRAINING**

- a. The Parties agree to participate in semi-annual joint training exercises with responding units.
- b. Due to the nature of this Agreement, all Parties agree to seek opportunities to share training with the goal of better cooperation and operational effectiveness.
- c. The Parties shall have access to identified training props within each jurisdiction, dependent upon availability of the site/prop. In the event damage is done during said usage, it is the responsibility of the using party to repair. Injuries occurring at the providing party's location shall be the responsibility of the party utilizing the training location/prop.

#### **5. LIABILITY/INDEMNIFICATION**

All parties of this Agreement shall be responsible for the negligent acts or omissions of their respective officers, employees, and agents, and each party shall hold the other parties harmless against any and all claims for bodily injury, sickness, disease, personal injury resulting in disability or death or damage to property or loss of use resulting from or arising out of the negligent acts or omissions of its officers, employees, and agents in the performance of this



Agreement. Nothing herein is intended by the parties to be a waiver of sovereign immunity, and nothing herein shall be construed to be consent by the parties hereof, or any of them singularly, to be sued by third parties. Any liability or responsibility to indemnify shall be limited to the monetary caps provided in Section 768.28, Florida Statutes.

**6. REIMBURSEMENT**

All parties to this Agreement agree that no payments, bills, claims, or other forms of monetary compensation shall occur as a result of services provided under this Agreement. Nothing herein prevents any party from receiving reimbursements from FEMA or any state or federal agency reimbursement program.

**7. TERM**

This Agreement may be cancelled by any party after giving a minimum of ninety (90) days written notice to cancel said agreement. The Agreement will take effect upon its full execution and filing with the Clerk of the Circuit Court in accordance with Section 163.01(11), Florida Statutes. This Agreement shall continue in perpetuity until cancelled.

**8. MISCELLANEOUS PROVISIONS**

a. The parties covenant to adhere to all applicable provisions of local, state, and federal law when providing Mutual Aid under this Agreement including Chapter 633, Florida Statutes.

b. Should any party to this Agreement determine that the number of responses rendered to another party is unacceptable; the parties agree to renegotiate the Agreement.

c. Any party may request to revise this Agreement. Such requests must be placed in writing and state the reason for the revision as well as provide revised language. Should all Parties agree to the requested revision, an amendment to this Agreement will be prepared in writing for all Parties to execute.

d. If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by a Court to be unconstitutional, inoperative, or void,

such holding shall not affect the remainder of this Agreement.

e. This Agreement supersedes and replaces any and all previous such agreements relating to Automatic or Mutual Aid provided between the parties.

f. This Agreement shall not take precedence over the State of Florida's Statewide Mutual Aid Agreement, which purpose, in part, is providing aid and assistance in the event of major or catastrophic disaster.

**AGREED TO AND ACCEPTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

THIS SPACE LEFT INTENTIONALLY BLANK  
SIGNATURE PAGES TO FOLLOW

*ATTEST:*

**CITY OF FLAGLER BEACH**

\_\_\_\_\_  
PENNY OVERSTREET, CITY CLERK

\_\_\_\_\_  
SUZIE JOHNSTON, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
D. ANDREW SMITH, III, CITY ATTORNEY

*ATTEST:*

**CITY OF PALM COAST**

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

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

*ATTEST:*

**FLAGLER COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
TOM BEXLEY  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

\_\_\_\_\_  
JOSEPH F. MULLINS, CHAIR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
SEAN S. MOYLAN  
DEPUTY COUNTY ATTORNEY

# City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	RESOLUTION 2022-XX APPROVING SUBRECIPIENT AGREEMENTS FOR THE CDBG-CV PUBLIC SERVICE GRANT PROGRAM	
<b>Presenter : Jose Papa, Senior Planner</b>		
<p><b>Background:</b>  <u><b>UPDATE FROM THE SEPTEMBER 13, 2022, WORKSHOP</b></u>            This item was heard by City Council at their September 13, 2022, workshop. There were no changes suggested to this item.</p> <p><u><b>ORIGINAL BACKGROUND FROM SEPTEMBER 13, 2022, WORKSHOP</b></u>            Since 2012, the City of Palm Coast has received funding through the Community Development Block Grant (CDBG) Program.</p> <p>In 2020, the passage of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), made available additional CDBG funding (CDBG-CV) to entitlement communities. The City received \$299,058 in CDBG-CV funds during the first round of fund allocation. These funds were used to provide utility payment assistance to income and program qualified households.</p> <p>The third round of the CARES Act allocation provided an additional \$340,392 to the City. The CARES Act funds are intended to assist low-moderate income persons or households to prevent, prepare for, or respond to the impacts of the coronavirus.</p> <p>In addition to the \$340,392 from Round 3, there is an additional \$5,116.50 remaining from the Round 1 allocation. To identify use for the funds, the Citizens Advisory Task Force (CATF) held a public hearing on May 26, 2021, to hear public testimony of all interested parties regarding the use of the CARES Act funding and recommended to provide the CARES Act funds to non-profit agencies by means of a Public Service Subrecipient Assistance Program (Grant Program).</p> <p>The City Council in turn held a public hearing on August 3, 2021, to discuss and approve the recommendation from the CATF.</p> <p>Staff proceeded to issue a Notice of Funding Availability on March 2, 2022, and June 1, 2022, to solicit grant applications from service agencies to use the available CARES Act funds. Grant applications were received from Flagler Cares Inc, and Flagler Ecumenical Social Service Center, Inc. (a/k/a The Family Life Center) on or before the grant submission deadline of June 15, 2022.</p> <p>Staff with the assistance of our grant consultant has determined that the proposed activities in the grant applications from Flagler Cares Inc. to provide Emergency Rent and Utility Payment Assistance, and an activity to provide Behavioral Services Assistance are qualified activities.</p>		

Additionally, staff determined that the proposed activities in the grant applications from Flagler Ecumenical Social Service Center, Inc. (a/k/a The Family Life Center) to provide Emergency Services to domestic violence victims, and to provide relocation assistance are also qualified activities.

The recommended allocation for each activity is \$75,127 or a total of \$300,508.50 for the four activities. The remaining funds will be used to retain the services of a third party to monitor and administer the grant activities (\$45,000).

**Recommended Action:**  
**ADOPT RESOLUTION 2022-XX APPROVING SUBRECIPIENT AGREEMENTS FOR THE CDBG-CV PUBLIC SERVICE GRANT PROGRAM**

**RESOLUTION 2022-\_\_\_\_**  
**COMMUNITY DEVELOPMENT BLOCK GRANT-CARES ACT (CDBG-CV)**  
**PUBLIC SERVICE GRANT SUBRECIPIENT AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE SUBRECIPIENT AGREEMENTS FOR THE ELIGIBLE CDBG-CV PUBLIC SERVICE GRANT ACTIVITIES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS WITH THE APPROVED ORGANIZATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast (the “City”) is an entitlement jurisdiction in the Federal Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program; and

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

**WHEREAS**, remaining funds of \$5,116.50 from CARES Act Round 1 allocation are still available to prevent, prepare for, and respond to coronavirus; and

**WHEREAS**, the Citizens Advisory Task Force (CATF) held a public hearing on May 26, 2021, to hear public testimony of all interested parties regarding the use of the CARES Act funding and recommended to provide the CARES Act funds to non-profit agencies by means of a Public Service Subrecipient Assistance Program (Grant Program); and

**WHEREAS**, the City Council held a public hearing on August 3, 2021, to hear public testimony of all interested parties regarding the amendments and approved the recommendation of the CATF; and

**WHEREAS**, a Notice of Funding Availability was issued on March 2, 2022 and June 1, 2022 to solicit grant applications from service agencies to use the available CARES Act funds; and

**WHEREAS**, grant applications from Flagler Cares Inc, and Flagler Ecumenical Social Service Center, Inc. (a/k/a the Family Life Center) on or before the grant submission deadline of June 15, 2022; and

**WHEREAS**, Staff has determined that the proposed activities in the grant applications from Flagler Cares Inc. to provide Emergency Rent and Utility Payment Assistance, and an activity to provide Behavioral Services Assistance are qualified activities; and



**WHEREAS**, Staff has determined that the proposed activities in the grant applications from Flagler Ecumenical Social Service Center, Inc. (a/k/a the Family Life Center) to provide Emergency Services to domestic violence victims, and to provide relocation assistance are qualified activities.

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

**SECTION 1. APPROVAL OF SUBRECIPIENT AGREEMENTS.** The City Council of the City of Palm Coast hereby approves the Subrecipient Agreement(s), for the eligible activities identified 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 agreements between the City of Palm Coast and the approved organizations.

**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 20th day of September 2022.

ATTEST:

CITY OF PALM COAST

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

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A-Grant Subrecipients list

EXHIBIT “A” –PUBLIC SERVICE GRANTS TO BE AWARDED

Name of Recipient	Name of Activity	Total Award Amount
Flagler Cares, Inc.	Emergency Rent and Utility Payment	\$75,127.13
Flagler Cares, Inc.	Behavioral Services Assistance	\$75,127.12
Flagler Ecumenical Social Service Center, Inc. (a/k/a the Family Life Center)	Emergency Services for Domestic Violence	\$75,127.13
Flagler Ecumenical Social Service Center, Inc. (a/k/a the Family Life Center)	Relocation Assistance	\$75,127.12
<b>TOTAL</b>		<b>\$300,508.50</b>

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

*Public Service*

THIS AGREEMENT is entered into by the **City of Palm Coast**, located at 160 Lake Ave. Palm Coast, FL 32164 (hereinafter referred to as the "**City**"), and **Flagler Ecumenical Social Service Center, Inc.** whose office is located in Bunnell, FL 32110 (hereinafter referred to as the "**Subrecipient**").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The City has received these grant funds from the U.S. Department of Housing and Urban Development and has the authority to subgrant these funds to the Subrecipient upon the terms and conditions below; and
- C. The City has authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with the Project Summary/Scope of Service provided as an attachment to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Subrecipient and the City shall be governed by applicable local ordinance, State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twelve months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Subrecipient is able to provide substantial justification and the City approves such extension.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) All program records must be retained by the Subrecipient for a period of five years after the close-out of the agreement. Personnel files must be maintained separately from correspondence and other related program files. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(b) City or its designee shall have access to the program records upon request. The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the City, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the City.

(6) AUDIT REQUIREMENTS

(a) The Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by the City or its agents. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

(c) The Subrecipient shall provide the City with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) Subrecipients that expend more than \$750,000 in federal funds in any fiscal year must submit an Audit to the City no later than 120 days after the Subrecipient's fiscal year end. The Audit must be consistent with Generally-Accepted-Auditing Standards, meet the requirements of 2 CFR Part 200, and be conducted by a certified public accountant. It is the responsibility of the Subrecipient to schedule and pay for the Audit. Any concerns or findings disclosed by the Audit must be addressed in a letter to the City within 30 days of such disclosure.

(e) Send copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by subparagraph (d) above, when required by Section .320 (d), 2 CFR Part 200, as revised, by or on behalf of the Subrecipient to:

The City of Palm Coast at the following address:

City of Palm Coast  
Community Development Department  
160 Lake Ave.  
Palm Coast, FL 32164

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<https://facweb.census.gov/uploadpdf.aspx>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), 2CFR Part 200, as revised.

(f) By the date due, send any reports, management letter, or other information required to be submitted to the City pursuant to this Agreement in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(g) Subrecipients should state the date that the reporting package was delivered to the Subrecipient when submitting financial reporting packages to the City for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(h) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the City of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the City has notified the Subrecipient of such non-compliance.

(i) The Subrecipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the City no later than nine months from the end of the Subrecipient's fiscal year.

**(7) REPORTS**

(a) The Subrecipient shall provide the City with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Project Summary/Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the City.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

(b) Quarterly reports are due to the City no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the Grant close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The Grant close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the City or are not completed in a manner acceptable to the City, the City may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the City" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Subrecipient shall provide additional program updates or information that may be required by the City.

**(8) MONITORING**

City staff is expected to "stand in the shoes of HUD," for the purpose of monitoring Subrecipient compliance with federal rules and regulations related to the use of CDBG funds. To that end, City staff will monitor Subrecipient files by requesting that files be submitted for a "desk" review, and/or by scheduling periodic on-site project monitoring visits. Subrecipients will be notified in advance of the dates and times of any monitoring visits to be scheduled.

**(9) LIABILITY**

The Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the City harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the City, but is an independent contractor.

**(10) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the City to make further payment of funds shall, if the City elects, terminate and the City has the option to exercise any of its remedies set forth in Paragraph (11). However, the City may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the City is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the City and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to the City or have been submitted with incorrect, incomplete or insufficient information;

(c) If the Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

**(11) REMEDIES**

If an Event of Default occurs, then the City may, upon thirty calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Subrecipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

- (d) Require that the Subrecipient refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
  - 1. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - 3. advise the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
  - 4. require the Subrecipient to reimburse the City for the amount of costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be otherwise available under law.
- (g) Pursuing any of the above remedies will not keep the City from pursuing any other remedies in this Agreement or provided at law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Subrecipient.

(12) TERMINATION

- (a) The City may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- (b) The City may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- (d) In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the City because of any breach of Agreement by the Subrecipient. The City may, to the extent authorized by law, withhold payments to the Subrecipient until the exact amount of damages due the City from the Subrecipient is determined.

(13) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of the contract coordinator for this Agreement is:

City of Palm Coast  
Community Development Department  
160 Lake Ave., Suite 136  
Palm Coast, FL, 32164  
Telephone: 386-986-2469  
e-mail: [jpapa@palmcoastgov.com](mailto:jpapa@palmcoastgov.com)

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

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

Flagler Ecumenical Social Service Center, Inc.  
Trish Giaccone, Chief Executive Officer  
Address subject to confidentiality  
Bunnell, FL 32110  
[trish@familylifecenterflagler.org](mailto:trish@familylifecenterflagler.org)  
386-437-7747

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

**(14) SUBCONTRACTS**

If the Subrecipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the City for approval. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the City and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Subrecipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

**(15) TERMS AND CONDITIONS**

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

**(16) ATTACHMENTS**

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

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

(c) This Agreement has the following attachments:

Attachment A – Project Summary/Scope of Service with Summary Budget  
Attachment B – Certification Regarding Debarment  
Attachment C – Civil Rights Compliance Assurance

**(17) FUNDING/CONSIDERATION**

(a) The funding for this Agreement shall not exceed **\$75,127.13**, subject to the availability of funds.

(b) The Subrecipient agrees to expend funds in accordance with the Project Summary/Scope of Service with Budget in Attachment A of this Agreement.

(c) All funds shall be requested in the manner prescribed by the City. The authorized signatory for the Subrecipients set forth on the Signature Authorization Form.

(d) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the City agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, or the federal Office of Management and Budgeting, all obligations

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

on the part of the City to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty days of receiving notice from the City.

**(18) REPAYMENTS**

All refunds or repayments to be made to the City under this Agreement are to be made payable to the order of “City of Palm Coast” and mailed directly to the City at the address below or remitted electronically per instructions to be provided by the City:

City of Palm Coast  
160 Lake Ave.  
Palm Coast, FL 32164

**(19) MANDATED CONDITIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a City request, or in any submission or response to fulfill the requirements of this Agreement.

All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the City and with thirty days written notice to the Subrecipient, cause the termination of this Agreement and the release of the City from all its obligations to the Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Flagler County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the City under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement,



**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

- theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g) 2, of this certification; and
  4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

**In addition, the Subrecipient shall send to the City (by e-mail or by hard copy) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment B) for each intended subcontractor which Subrecipient plans to fund under this Agreement. Such form must be received by the City before the Subrecipient enters into a contract with any subcontractor.**

- (h) The City’s performance and obligation to pay under this Agreement is contingent upon an annual allocation from the U.S. Housing and Urban Development Community Development Block Grant Entitlement Program.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- (j) If the Subrecipient 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, the Subrecipient shall:
  1. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by the City; and
  2. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law; and
  3. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City; and
  5. Promptly provide the City with a copy of any request to inspect or copy public records in possession of the Subrecipient and promptly provide the City a copy of the Subrecipient's response to each such request.

Failure by the Subrecipient to comply with this section, including failure to provide a public record upon request, is a breach of this Agreement, and the City may immediately terminate this Agreement and may pursue all remedies for breach of this Agreement."

- (k) The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

E-VERIFY: Subrecipient shall comply with the following:

1. Pursuant to section 448.095, Florida Statutes, Contractors, which shall include Subrecipient, shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://www.e-verify.gov/employers> to verify the work authorization status of all employees hired on and after January 1, 2021.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

2. Subcontractors
    - i. Subrecipient 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. Subrecipient 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. Subrecipient shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
  3. Subrecipient must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Subrecipient 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.
  4. 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 the City. Subrecipient shall be liable for all costs incurred by the City securing 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.
- (l) The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.
- (20) LOBBYING PROHIBITION
- (a) No funds or other resources received from the City under this Agreement may be used directly or indirectly to influence legislation or any other official action by any local, state or federal agency.
  - (b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
    1. No appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    2. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

(21) LEGAL AUTHORIZATION.

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**For the City of Palm Coast:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**For the Subrecipient:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

City of Palm Coast  
 Community Development Block Grant (CDBG) Program  
 SUBRECIPIENT AGREEMENT  
 CFDA Number: 14.228

**ATTACHMENT A – Project Summary/Scope of Service with Summary Budget-  
 Emergency Services**

<p><b>Please provide a scope of work and a detailed description of the proposed project, include the existing problem or need to be addressed:</b></p>
<p>The Family Life Center (FLC) has a proven and positive collaborative history with several community organizations and programs to help individuals who are in imminent danger of becoming homeless or who are already experiencing homeless within Flagler County due to domestic violence. FLC will continue to work with victims of domestic violence, dating violence, stalking, or sexual assault to make homelessness rare, brief, and non-recurring. Since the onset of Covid-19, the Family Life Center has had to reduce the emergency shelter capacity from a 32-bed facility to a 15-bed facility (more than a 50% reduction). Such a significant decrease has caused a financial strain in supporting homeless victims within Flagler County. During this fiscal year, the emergency shelter has housed 74 victims; conversely, during the same time span in 2020, the number of victims who received emergency shelter support from FLC was 136. The Family Life Center is seeking CDBG-CV funds to assist with a three-pronged approach to supporting victims in Flagler County who are fleeing an abusive relationship in hopes of safety and protection or who are homeless due to domestic violence. While the ultimate goal is to provide victims immediate access to the emergency shelter and subsequently on to independent, safe, and self-sufficient housing, due to recent world health issues, that is no longer the path for some victims when the emergency shelter is at capacity. Immediate support, or the first prong, for victims of domestic violence, may include but is not limited to emergency hotel/motel assistance, transportation to safe housing, and personal protective and health/medical equipment. The second prong, safe independent housing, consists of financial assistance to relocate to safe independent housing including moving assistance, utility and power deposit/payment, first-month rent, apartment/housing application fees, credit check fees, and various other housing expenses necessary to establish safe independent housing as quickly as possible. The final prong is provided by the Family Life Center team members and includes the multiple visits made to victims either in their hotel/motel or to their new residence to support their transition. Such visits include full daily support services including meals, clothing, personal hygiene products, emotional support, transportation needs, and safety planning within Flagler County. This aspect of services is a critical step in supporting victims and reducing the time and/or frequency of experiencing homelessness.</p>
<p><b>Project Location and Service Area. Describe the area to be served by the project. (If possible, attach a map).</b></p>
<p>The Family Life Center provides services to any Flagler County resident and has good partnerships throughout the community to offer safety for victims. As such, our service area is the entire county.</p>
<p><b>Targeted population or demographic. (ex: low-income, abused women and children, etc.):</b></p>
<p>Family Life Center works with individuals who are homeless or at risk of becoming homeless due to domestic violence, dating violence, stalking or sexual assault. Individuals who engage in services are primarily women with children who are very low income and have limited financial resources.</p>
<p><b>Proposed Measurable Outcomes – Please provide an outcome statement to be achieved with the use of CDBG funding: (ex: the fair housing workshop will provide information to twenty four low-moderate income persons)</b></p>
<p>Family Life Center will provide immediate support to 15 victims of domestic violence which may include but is not limited to: emergency hotel/motel assistance, transportation to safe housing, personal protective and emergency health/medical equipment/services, financial assistance to relocate to safe independent housing including moving assistance, with housing assistance including but not limited to: utility deposit, up to 6 months utility payment, utility reconnection fees and up to 6months of utility arrears, apartment/housing application fees, up to 6 months rent/mortgage.</p>

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**ATTACHMENT B**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Subrecipient (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Subrecipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Subrecipient's Name

\_\_\_\_\_  
Authorized Signature for Subrecipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**ATTACHMENT C**

Civil Rights Compliance Assurance

**Equal Employment Opportunity**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Law of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
  - a. The nature of the calls,
  - b. The actions taken in response to the calls, and
  - c. The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The Subrecipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website:

[http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/certified\\_vendor\\_directory](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certified_vendor_directory)

**Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following;

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a. Has a physical or mental impairment which substantially limits one or more major life activities,
  - b. Has a record of such an impairment, or
  - c. Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate the employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
  - a. The nature of the calls,
  - b. The actions taken in response to the calls, and
  - c. The results of the actions taken.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

The Section 504 prohibitions against discrimination (See 45 CFR Part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

**Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

***Section 3 Clause.***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7( b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Civil Rights Statutes**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

- 1) Title VI of the Civil Rights Act of 1964 - Prohibits discrimination by government agencies that receive Federal funding;
- 2) Title VII of the Civil Rights Act of 1964 - prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
- 3) Title VIII of the Civil Rights Act of 1968 - as amended (the Fair Housing Act of 1988);
- 4) 24 CFR §S70.487(b) Affirmatively Furthering Fair Housing;
- 5) 24 CFR §S70.490(b) Recordkeeping Requirements;
- 6) 24 CFR §S70.606(b) Relocation assistance for displaced persons at URA levels;
- 7) Age Discrimination Act of 1975;
- 8) Executive Order 12892 Fair Housing;
- 9) Section 109 of the Housing and Community Development Act of 1974 - No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
- 10) Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
- 11) Executive Order 11063 - Equal Opportunity in Housing;
- 12) Executive Order 11246 - Non-discrimination; and
- 13) Section 3 of the Housing and Urban Development Act of 1968, as amended, Employment/Training of Lower Income Residents and Local Business Contracting.



**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

I hereby certify that the \_\_\_\_\_ shall comply with all of the provisions and Federal regulations listed in this attachment.

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

Name/Title: \_\_\_\_\_

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

*Public Service*

THIS AGREEMENT is entered into by the **City of Palm Coast**, located at 160 Lake Ave. Palm Coast, FL 32164 (hereinafter referred to as the "**City**"), and **Flagler Ecumenical Social Service Center, Inc.** whose office is located in Bunnell, FL 32110 (hereinafter referred to as the "**Subrecipient**").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The City has received these grant funds from the U.S. Department of Housing and Urban Development and has the authority to subgrant these funds to the Subrecipient upon the terms and conditions below; and
- C. The City has authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with the Project Summary/Scope of Service provided as an attachment to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Subrecipient and the City shall be governed by applicable local ordinance, State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twelve months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Subrecipient is able to provide substantial justification and the City approves such extension.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) All program records must be retained by the Subrecipient for a period of five years after the close-out of the agreement. Personnel files must be maintained separately from correspondence and other related program files. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(b) City or its designee shall have access to the program records upon request. The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the City, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the City.

(6) AUDIT REQUIREMENTS

(a) The Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by the City or its agents. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

(c) The Subrecipient shall provide the City with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) Subrecipients that expend more than \$750,000 in federal funds in any fiscal year must submit an Audit to the City no later than 120 days after the Subrecipient's fiscal year end. The Audit must be consistent with Generally-Accepted-Auditing Standards, meet the requirements of 2 CFR Part 200, and be conducted by a certified public accountant. It is the responsibility of the Subrecipient to schedule and pay for the Audit. Any concerns or findings disclosed by the Audit must be addressed in a letter to the City within 30 days of such disclosure.

(e) Send copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by subparagraph (d) above, when required by Section .320 (d), 2 CFR Part 200, as revised, by or on behalf of the Subrecipient to:

The City of Palm Coast at the following address:

City of Palm Coast  
Community Development Department  
160 Lake Ave.  
Palm Coast, FL 32164

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<https://facweb.census.gov/uploadpdf.aspx>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), 2CFR Part 200, as revised.

(f) By the date due, send any reports, management letter, or other information required to be submitted to the City pursuant to this Agreement in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(g) Subrecipients should state the date that the reporting package was delivered to the Subrecipient when submitting financial reporting packages to the City for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(h) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the City of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the City has notified the Subrecipient of such non-compliance.

(i) The Subrecipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the City no later than nine months from the end of the Subrecipient's fiscal year.

**(7) REPORTS**

(a) The Subrecipient shall provide the City with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Project Summary/Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the City.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

(b) Quarterly reports are due to the City no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the Grant close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The Grant close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the City or are not completed in a manner acceptable to the City, the City may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the City" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Subrecipient shall provide additional program updates or information that may be required by the City.

**(8) MONITORING**

City staff is expected to "stand in the shoes of HUD," for the purpose of monitoring Subrecipient compliance with federal rules and regulations related to the use of CDBG funds. To that end, City staff will monitor Subrecipient files by requesting that files be submitted for a "desk" review, and/or by scheduling periodic on-site project monitoring visits. Subrecipients will be notified in advance of the dates and times of any monitoring visits to be scheduled.

**(9) LIABILITY**

The Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the City harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the City, but is an independent contractor.

**(10) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the City to make further payment of funds shall, if the City elects, terminate and the City has the option to exercise any of its remedies set forth in Paragraph (11). However, the City may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the City is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the City and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to the City or have been submitted with incorrect, incomplete or insufficient information;

(c) If the Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

**(11) REMEDIES**

If an Event of Default occurs, then the City may, upon thirty calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Subrecipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

- (d) Require that the Subrecipient refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
  - 1. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - 3. advise the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
  - 4. require the Subrecipient to reimburse the City for the amount of costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be otherwise available under law.
- (g) Pursuing any of the above remedies will not keep the City from pursuing any other remedies in this Agreement or provided at law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Subrecipient.

(12) TERMINATION

- (a) The City may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- (b) The City may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- (d) In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the City because of any breach of Agreement by the Subrecipient. The City may, to the extent authorized by law, withhold payments to the Subrecipient until the exact amount of damages due the City from the Subrecipient is determined.

(13) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of the contract coordinator for this Agreement is:

City of Palm Coast  
Community Development Department  
160 Lake Ave., Suite 136  
Palm Coast, FL, 32164  
Telephone: 386-986-2469  
e-mail: [jpapa@palmcoastgov.com](mailto:jpapa@palmcoastgov.com)

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

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

Flagler Ecumenical Social Service Center, Inc.  
Trish Giaccone, Chief Executive Officer  
Address subject to confidentiality  
Bunnell, FL 32110  
[trish@familylifecenterflagler.org](mailto:trish@familylifecenterflagler.org)  
386-437-7747

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

**(14) SUBCONTRACTS**

If the Subrecipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the City for approval. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the City and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Subrecipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

**(15) TERMS AND CONDITIONS**

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

**(16) ATTACHMENTS**

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

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

(c) This Agreement has the following attachments:

Attachment A – Project Summary/Scope of Service with Summary Budget  
Attachment B – Certification Regarding Debarment  
Attachment C – Civil Rights Compliance Assurance

**(17) FUNDING/CONSIDERATION**

(a) The funding for this Agreement shall not exceed **\$75,127.12**, subject to the availability of funds.

(b) The Subrecipient agrees to expend funds in accordance with the Project Summary/Scope of Service with Budget in Attachment A of this Agreement.

(c) All funds shall be requested in the manner prescribed by the City. The authorized signatory for the Subrecipients set forth on the Signature Authorization Form.

(d) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the City agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, or the federal Office of Management and Budgeting, all obligations

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

on the part of the City to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty days of receiving notice from the City.

**(18) REPAYMENTS**

All refunds or repayments to be made to the City under this Agreement are to be made payable to the order of “City of Palm Coast” and mailed directly to the City at the address below or remitted electronically per instructions to be provided by the City:

City of Palm Coast  
160 Lake Ave.  
Palm Coast, FL 32164

**(19) MANDATED CONDITIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a City request, or in any submission or response to fulfill the requirements of this Agreement.

All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the City and with thirty days written notice to the Subrecipient, cause the termination of this Agreement and the release of the City from all its obligations to the Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Flagler County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the City under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

- theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g) 2, of this certification; and
  4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

**In addition, the Subrecipient shall send to the City (by e-mail or by hard copy) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment B) for each intended subcontractor which Subrecipient plans to fund under this Agreement. Such form must be received by the City before the Subrecipient enters into a contract with any subcontractor.**

- (h) The City’s performance and obligation to pay under this Agreement is contingent upon an annual allocation from the U.S. Housing and Urban Development Community Development Block Grant Entitlement Program.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- (j) If the Subrecipient 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, the Subrecipient shall:
  1. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by the City; and
  2. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law; and
  3. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City; and
  5. Promptly provide the City with a copy of any request to inspect or copy public records in possession of the Subrecipient and promptly provide the City a copy of the Subrecipient's response to each such request.

Failure by the Subrecipient to comply with this section, including failure to provide a public record upon request, is a breach of this Agreement, and the City may immediately terminate this Agreement and may pursue all remedies for breach of this Agreement."

- (k) The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

E-VERIFY: Subrecipient shall comply with the following:

1. Pursuant to section 448.095, Florida Statutes, Contractors, which shall include Subrecipient, shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://www.e-verify.gov/employers> to verify the work authorization status of all employees hired on and after January 1, 2021.



**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

2. Subcontractors
    - i. Subrecipient 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. Subrecipient 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. Subrecipient shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
  3. Subrecipient must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Subrecipient 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.
  4. 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 the City. Subrecipient shall be liable for all costs incurred by the City securing 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.
- (l) The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.
- (20) LOBBYING PROHIBITION
- (a) No funds or other resources received from the City under this Agreement may be used directly or indirectly to influence legislation or any other official action by any local, state or federal agency.
  - (b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
    1. No appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    2. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

(21) LEGAL AUTHORIZATION.

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**For the City of Palm Coast:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**For the Subrecipient:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**City of Palm Coast  
Community Development Block Grant (CDBG) Program  
SUBRECIPIENT AGREEMENT  
CFDA Number: 14.228**

**ATTACHMENT A – Project Summary/Scope of Service with Summary Budget  
Relocation Assistance**

<p><b>Please provide a scope of work and a detailed description of the proposed project, include the existing problem or need to be addressed:</b></p>
<p>Over the course of 30+ years serving Flagler County, the Family Life Center (FLC) has provided direct and indirect support to families in their goal of residential relocation to a safe, affordable and supportive environment. In this effort, Family Life Center works toward a goal of preventing homelessness or at the very least ensuring homelessness is rare, brief, and non-recurring. Over the last several years, The Family Life Center has supported nearly 500 residents of Flagler County, over 70% identified as residents of Palm Coast, with various services, not through emergency shelter but via alternative programs which provide financial assistance to help community members with relocating into safe, stable and independent housing, utility down payments, rent / mortgage payments, credit repair items and other miscellaneous housing relating items to ensure successful and safe relocation. Relocation funds will also assist with travel to new housing opportunities such as rentals of moving transportation (U-Haul, Penske, etc.). The Family Life Center receives referrals for services through various community partners including but not limited to AdventHealth Palm Coast, CareerSource Volusia Flagler as well as real time walk-ins seeking help. As residents of Flagler County continue to struggle with current economic strains, we anticipate continued need for services, as evidenced by a 5% increase in the number of people seeking help in this year alone. As advocates work one-on-one with families, we are able to help them craft realistic action strategies including housing, employment and budgeting plans. The relocation funds provided by this grant will assist residents of Palm Coast with safe relocation assistance for longer term success.</p>
<p><b>Project Location and Service Area. Describe the area to be served by the project. (If possible, attach a map).</b></p>
<p>The Family Life Center provides services to any Flagler County resident and will use these funds to support individuals who are homeless, facing homelessness or to prevent homelessness.</p>
<p><b>Targeted population or demographic. (ex: low-income, abused women and children, etc.):</b></p>
<p>Family Life Center will use these funds to assist individuals who identify as victims of domestic violence, dating violence, stalking or sexual assault or are identified as extremely low, very low, or low-income.</p>
<p><b>Proposed Measurable Outcomes – Please provide an outcome statement to be achieved with the use of CDBG funding: (ex: the fair housing workshop will provide information to twenty four low-moderate income persons)</b></p>
<p>Family Life Center will provide support to at least 15 individuals who qualify for services through the Family Life Center with moving assistance and housing assistance including but not limited to: personal protective and emergency health/medical equipment/services, financial assistance to either relocate or remain in safe independent housing, utility deposit, up to 6 months utility payment, utility reconnection fees, up to 6 months of utility arrears, up to 6 months rent/mortgage, up to 6 months rent/mortgage arrears and apartment/housing application fees.</p>

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**ATTACHMENT B**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Subrecipient (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Subrecipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Subrecipient's Name

\_\_\_\_\_  
Authorized Signature for Subrecipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**ATTACHMENT C**

Civil Rights Compliance Assurance

**Equal Employment Opportunity**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Law of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
  - a. The nature of the calls,
  - b. The actions taken in response to the calls, and
  - c. The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The Subrecipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website:

[http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/certified\\_vendor\\_directory](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certified_vendor_directory)

**Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following;

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a. Has a physical or mental impairment which substantially limits one or more major life activities,
  - b. Has a record of such an impairment, or
  - c. Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate the employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
  - a. The nature of the calls,
  - b. The actions taken in response to the calls, and
  - c. The results of the actions taken.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

The Section 504 prohibitions against discrimination (See 45 CFR Part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

**Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

***Section 3 Clause.***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7( b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Civil Rights Statutes**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

- 1) Title VI of the Civil Rights Act of 1964 - Prohibits discrimination by government agencies that receive Federal funding;
- 2) Title VII of the Civil Rights Act of 1964 - prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
- 3) Title VIII of the Civil Rights Act of 1968 - as amended (the Fair Housing Act of 1988);
- 4) 24 CFR §S70.487(b) Affirmatively Furthering Fair Housing;
- 5) 24 CFR §S70.490(b) Recordkeeping Requirements;
- 6) 24 CFR §S70.606(b) Relocation assistance for displaced persons at URA levels;
- 7) Age Discrimination Act of 1975;
- 8) Executive Order 12892 Fair Housing;
- 9) Section 109 of the Housing and Community Development Act of 1974 - No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
- 10) Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
- 11) Executive Order 11063 - Equal Opportunity in Housing;
- 12) Executive Order 11246 - Non-discrimination; and
- 13) Section 3 of the Housing and Urban Development Act of 1968, as amended, Employment/Training of Lower Income Residents and Local Business Contracting.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

I hereby certify that the \_\_\_\_\_ shall comply with all of the provisions and Federal regulations listed in this attachment.

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

Name/Title: \_\_\_\_\_



**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

*Public Service*

THIS AGREEMENT is entered into by the **City of Palm Coast**, located at 160 Lake Ave. Palm Coast, FL 32164 (hereinafter referred to as the "**City**"), and **Flagler Cares Inc.**, whose office is located at 160 Cypress Point Parkway, B302, Palm Coast, FL 32164 (hereinafter referred to as the "**Subrecipient**").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The City has received these grant funds from the U.S. Department of Housing and Urban Development and has the authority to subgrant these funds to the Subrecipient upon the terms and conditions below; and
- C. The City has authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with the Project Summary/Scope of Service provided as an attachment to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Subrecipient and the City shall be governed by applicable local ordinance, State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twelve months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Subrecipient is able to provide substantial justification and the City approves such extension.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) All program records must be retained by the Subrecipient for a period of five years after the close-out of the agreement. Personnel files must be maintained separately from correspondence and other related program files. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(b) City or its designee shall have access to the program records upon request. The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the City, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the City.

(6) AUDIT REQUIREMENTS

(a) The Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by the City or its agents. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

(c) The Subrecipient shall provide the City with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) Subrecipients that expend more than \$750,000 in federal funds in any fiscal year must submit an Audit to the City no later than 120 days after the Subrecipient's fiscal year end. The Audit must be consistent with Generally-Accepted-Auditing Standards, meet the requirements of 2 CFR Part 200, and be conducted by a certified public accountant. It is the responsibility of the Subrecipient to schedule and pay for the Audit. Any concerns or findings disclosed by the Audit must be addressed in a letter to the City within 30 days of such disclosure.

(e) Send copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by subparagraph (d) above, when required by Section .320 (d), 2 CFR Part 200, as revised, by or on behalf of the Subrecipient to:

The City of Palm Coast at the following address:

City of Palm Coast  
Community Development Department  
160 Lake Ave.  
Palm Coast, FL 32164

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<https://facweb.census.gov/uploadpdf.aspx>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), 2CFR Part 200, as revised.

(f) By the date due, send any reports, management letter, or other information required to be submitted to the City pursuant to this Agreement in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(g) Subrecipients should state the date that the reporting package was delivered to the Subrecipient when submitting financial reporting packages to the City for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(h) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the City of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the City has notified the Subrecipient of such non-compliance.

(i) The Subrecipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the City no later than nine months from the end of the Subrecipient's fiscal year.

**(7) REPORTS**

(a) The Subrecipient shall provide the City with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Project Summary/Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the City.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

(b) Quarterly reports are due to the City no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the Grant close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The Grant close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the City or are not completed in a manner acceptable to the City, the City may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the City" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Subrecipient shall provide additional program updates or information that may be required by the City.

**(8) MONITORING**

City staff is expected to "stand in the shoes of HUD," for the purpose of monitoring Subrecipient compliance with federal rules and regulations related to the use of CDBG funds. To that end, City staff will monitor Subrecipient files by requesting that files be submitted for a "desk" review, and/or by scheduling periodic on-site project monitoring visits. Subrecipients will be notified in advance of the dates and times of any monitoring visits to be scheduled.

**(9) LIABILITY**

The Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the City harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the City, but is an independent contractor.

**(10) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the City to make further payment of funds shall, if the City elects, terminate and the City has the option to exercise any of its remedies set forth in Paragraph (11). However, the City may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the City is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the City and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to the City or have been submitted with incorrect, incomplete or insufficient information;

(c) If the Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

**(11) REMEDIES**

If an Event of Default occurs, then the City may, upon thirty calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Subrecipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

- (d) Require that the Subrecipient refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
  - 1. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - 3. advise the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
  - 4. require the Subrecipient to reimburse the City for the amount of costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be otherwise available under law.
- (g) Pursuing any of the above remedies will not keep the City from pursuing any other remedies in this Agreement or provided at law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Subrecipient.

(12) TERMINATION

- (a) The City may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- (b) The City may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- (d) In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the City because of any breach of Agreement by the Subrecipient. The City may, to the extent authorized by law, withhold payments to the Subrecipient until the exact amount of damages due the City from the Subrecipient is determined.

(13) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of the contract coordinator for this Agreement is:

City of Palm Coast  
Community Development Department  
160 Lake Ave., Suite 136  
Palm Coast, FL, 32164  
Telephone: 386-986-2469  
e-mail: [jpapa@palmcoastgov.com](mailto:jpapa@palmcoastgov.com)

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

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

Carrie Baird, Chief Executive Officer  
160 Cypress Point Pkwy, B302  
Palm Coast, FL 32164  
[carrie@flaglercares.org](mailto:carrie@flaglercares.org)  
386-319-9483

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

**(14) SUBCONTRACTS**

If the Subrecipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the City for approval. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the City and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Subrecipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

**(15) TERMS AND CONDITIONS**

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

**(16) ATTACHMENTS**

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

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

(c) This Agreement has the following attachments:

Attachment A – Project Summary/Scope of Service with Summary Budget  
Attachment B – Certification Regarding Debarment  
Attachment C – Civil Rights Compliance Assurance

**(17) FUNDING/CONSIDERATION**

(a) The funding for this Agreement shall not exceed **\$75,127.13**, subject to the availability of funds.

(b) The Subrecipient agrees to expend funds in accordance with the Project Summary/Scope of Service with Budget in Attachment A of this Agreement.

(c) All funds shall be requested in the manner prescribed by the City. The authorized signatory for the Subrecipients set forth on the Signature Authorization Form.

(d) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the City agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, or the federal Office of Management and Budgeting, all obligations

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

on the part of the City to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty days of receiving notice from the City.

**(18) REPAYMENTS**

All refunds or repayments to be made to the City under this Agreement are to be made payable to the order of “City of Palm Coast” and mailed directly to the City at the address below or remitted electronically per instructions to be provided by the City:

City of Palm Coast  
160 Lake Ave.  
Palm Coast, FL 32164

**(19) MANDATED CONDITIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a City request, or in any submission or response to fulfill the requirements of this Agreement.

All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the City and with thirty days written notice to the Subrecipient, cause the termination of this Agreement and the release of the City from all its obligations to the Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Flagler County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the City under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

- theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g) 2, of this certification; and
  4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

**In addition, the Subrecipient shall send to the City (by e-mail or by hard copy) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment B) for each intended subcontractor which Subrecipient plans to fund under this Agreement. Such form must be received by the City before the Subrecipient enters into a contract with any subcontractor.**

- (h) The City’s performance and obligation to pay under this Agreement is contingent upon an annual allocation from the U.S. Housing and Urban Development Community Development Block Grant Entitlement Program.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- (j) If the Subrecipient 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, the Subrecipient shall:
  1. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by the City; and
  2. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law; and
  3. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City; and
  5. Promptly provide the City with a copy of any request to inspect or copy public records in possession of the Subrecipient and promptly provide the City a copy of the Subrecipient's response to each such request.

Failure by the Subrecipient to comply with this section, including failure to provide a public record upon request, is a breach of this Agreement, and the City may immediately terminate this Agreement and may pursue all remedies for breach of this Agreement."

- (k) The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

E-VERIFY: Subrecipient shall comply with the following:

1. Pursuant to section 448.095, Florida Statutes, Contractors, which shall include Subrecipient, shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://www.e-verify.gov/employers> to verify the work authorization status of all employees hired on and after January 1, 2021.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

2. Subcontractors
    - i. Subrecipient 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. Subrecipient 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. Subrecipient shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
  3. Subrecipient must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Subrecipient 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.
  4. 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 the City. Subrecipient shall be liable for all costs incurred by the City securing 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.
- (l) The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.
- (20) LOBBYING PROHIBITION
- (a) No funds or other resources received from the City under this Agreement may be used directly or indirectly to influence legislation or any other official action by any local, state or federal agency.
  - (b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
    1. No appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    2. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

(21) LEGAL AUTHORIZATION.

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

**For the City of Palm Coast:**



**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**For the Subrecipient:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
 CFDA Number: 14.228

**ATTACHMENT A – Project Summary/Scope of Service with Summary Budget**

As local fair market rent increases and assistance programs that were increased during COVID are returning to normal funding levels--many low to moderate income households are continuing to struggle with the ability to keep up with rent and utility payments. Of the 306 households seeking assistance through Flagler Cares this fiscal year to date, 255 (83%) expressed the need for assistance with housing (they were homeless), rental and mortgage assistance or utility assistance. On May 10, 2022 the Florida Department of Children and Families announced that they were no longer accepting applications after May 12<sup>th</sup> for the last remaining rent and utility assistance program created with federal COVID funding. The remaining support programs are quite limited and some have significant eligibility criteria barriers.

Flagler Cares proposes to expand our existing housing assistance program through CDBG funding to expand our direct client assistance housing fund to benefit low to moderate income households residing in the City of Palm Coast. Flagler Cares has a team of Care Coordinators who assist clients with a variety of needs, including eviction prevention through rent and utility assistance. We have one Care Coordinator who specializes in housing needs. Our approach is to assist clients in obtaining direct assistance they are eligible for that can include County Human Services, Homeless Prevention through the Volusia Flagler County Coalition for the Homeless or through Emergency Food and Shelter Program funding that Flagler Cares recently received (Phase 39 and Phase APRA-R). Although we have success in helping clients access direct final assistance, the availability of funding is shrinking in our area. Flagler Cares will be able to assist an estimated 35 additional households through this proposed program expansion with CDBG funds (estimated \$2187 per household for 2 months of rent and utility assistance). 100% of CDBG funds will be used for direct client assistance in the form of rent and utility payments made directly to the landlord and utility company.

<b>Major Program Activity or Project:</b>	<b>From</b>	<b>To</b>
Identify low to moderate income households from the City of Palm Coast at risk of eviction and provide up to 2 months of rent and/or utility assistance	September 1, 2022 or month of award	End of grant or depletion of funding
<b>Final Activity &amp; Result:</b> At least 30 households served and housing stabilized. Final reports submitted, as required.		End of grant or depletion of funds

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**ATTACHMENT B**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Subrecipient (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Subrecipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Subrecipient's Name

\_\_\_\_\_  
Authorized Signature for Subrecipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**ATTACHMENT C**

Civil Rights Compliance Assurance

**Equal Employment Opportunity**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Law of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
  - a. The nature of the calls,
  - b. The actions taken in response to the calls, and
  - c. The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The Subrecipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website:

[http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/certified\\_vendor\\_directory](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certified_vendor_directory)

**Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following;

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a. Has a physical or mental impairment which substantially limits one or more major life activities,
  - b. Has a record of such an impairment, or
  - c. Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate the employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
  - a. The nature of the calls,
  - b. The actions taken in response to the calls, and
  - c. The results of the actions taken.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

The Section 504 prohibitions against discrimination (See 45 CFR Part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

**Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

***Section 3 Clause.***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7( b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Civil Rights Statutes**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

- 1) Title VI of the Civil Rights Act of 1964 - Prohibits discrimination by government agencies that receive Federal funding;
- 2) Title VII of the Civil Rights Act of 1964 - prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
- 3) Title VIII of the Civil Rights Act of 1968 - as amended (the Fair Housing Act of 1988);
- 4) 24 CFR §S70.487(b) Affirmatively Furthering Fair Housing;
- 5) 24 CFR §S70.490(b) Recordkeeping Requirements;
- 6) 24 CFR §S70.606(b) Relocation assistance for displaced persons at URA levels;
- 7) Age Discrimination Act of 1975;
- 8) Executive Order 12892 Fair Housing;
- 9) Section 109 of the Housing and Community Development Act of 1974 - No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
- 10) Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
- 11) Executive Order 11063 - Equal Opportunity in Housing;
- 12) Executive Order 11246 - Non-discrimination; and
- 13) Section 3 of the Housing and Urban Development Act of 1968, as amended, Employment/Training of Lower Income Residents and Local Business Contracting.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

I hereby certify that the \_\_\_\_\_ shall comply with all of the provisions and Federal regulations listed in this attachment.

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

Name/Title: \_\_\_\_\_

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

*Public Service*

THIS AGREEMENT is entered into by the **City of Palm Coast**, located at 160 Lake Ave. Palm Coast, FL 32164 (hereinafter referred to as the "**City**"), and **Flagler Cares Inc.**, whose office is located at 160 Cypress Point Parkway, B302, Palm Coast, FL 32164 (hereinafter referred to as the "**Subrecipient**").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The City has received these grant funds from the U.S. Department of Housing and Urban Development and has the authority to subgrant these funds to the Subrecipient upon the terms and conditions below; and
- C. The City has authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with the Project Summary/Scope of Service provided as an attachment to this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Subrecipient and the City shall be governed by applicable local ordinance, State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twelve months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Subrecipient is able to provide substantial justification and the City approves such extension.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) All program records must be retained by the Subrecipient for a period of five years after the close-out of the agreement. Personnel files must be maintained separately from correspondence and other related program files. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(b) City or its designee shall have access to the program records upon request. The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the City, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the City.

(6) AUDIT REQUIREMENTS

(a) The Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by the City or its agents. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.



**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

(c) The Subrecipient shall provide the City with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) Subrecipients that expend more than \$750,000 in federal funds in any fiscal year must submit an Audit to the City no later than 120 days after the Subrecipient's fiscal year end. The Audit must be consistent with Generally-Accepted-Auditing Standards, meet the requirements of 2 CFR Part 200, and be conducted by a certified public accountant. It is the responsibility of the Subrecipient to schedule and pay for the Audit. Any concerns or findings disclosed by the Audit must be addressed in a letter to the City within 30 days of such disclosure.

(e) Send copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by subparagraph (d) above, when required by Section .320 (d), 2 CFR Part 200, as revised, by or on behalf of the Subrecipient to:

The City of Palm Coast at the following address:

City of Palm Coast  
Community Development Department  
160 Lake Ave.  
Palm Coast, FL 32164

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<https://facweb.census.gov/uploadpdf.aspx>

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), 2CFR Part 200, as revised.

(f) By the date due, send any reports, management letter, or other information required to be submitted to the City pursuant to this Agreement in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(g) Subrecipients should state the date that the reporting package was delivered to the Subrecipient when submitting financial reporting packages to the City for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(h) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the City of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the City has notified the Subrecipient of such non-compliance.

(i) The Subrecipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the City no later than nine months from the end of the Subrecipient's fiscal year.

**(7) REPORTS**

(a) The Subrecipient shall provide the City with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Project Summary/Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the City.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

(b) Quarterly reports are due to the City no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the Grant close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The Grant close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the City or are not completed in a manner acceptable to the City, the City may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the City" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Subrecipient shall provide additional program updates or information that may be required by the City.

**(8) MONITORING**

City staff is expected to "stand in the shoes of HUD," for the purpose of monitoring Subrecipient compliance with federal rules and regulations related to the use of CDBG funds. To that end, City staff will monitor Subrecipient files by requesting that files be submitted for a "desk" review, and/or by scheduling periodic on-site project monitoring visits. Subrecipients will be notified in advance of the dates and times of any monitoring visits to be scheduled.

**(9) LIABILITY**

The Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the City harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the City, but is an independent contractor.

**(10) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the City to make further payment of funds shall, if the City elects, terminate and the City has the option to exercise any of its remedies set forth in Paragraph (11). However, the City may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the City is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the City and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to the City or have been submitted with incorrect, incomplete or insufficient information;

(c) If the Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

**(11) REMEDIES**

If an Event of Default occurs, then the City may, upon thirty calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Subrecipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

- (d) Require that the Subrecipient refund to the City any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- (e) Exercise any corrective or remedial actions, to include but not be limited to:
  - 1. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - 2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - 3. advise the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
  - 4. require the Subrecipient to reimburse the City for the amount of costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be otherwise available under law.
- (g) Pursuing any of the above remedies will not keep the City from pursuing any other remedies in this Agreement or provided at law or in equity. If the City waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other default by the Subrecipient.

(12) TERMINATION

- (a) The City may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- (b) The City may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty calendar days prior written notice.
- (c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- (d) In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the City because of any breach of Agreement by the Subrecipient. The City may, to the extent authorized by law, withhold payments to the Subrecipient until the exact amount of damages due the City from the Subrecipient is determined.

(13) NOTICE AND CONTACT

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of the contract coordinator for this Agreement is:

City of Palm Coast  
Community Development Department  
160 Lake Ave., Suite 136  
Palm Coast, FL, 32164  
Telephone: 386-986-2469  
e-mail: [jpapa@palmcoastgov.com](mailto:jpapa@palmcoastgov.com)

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

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

Carrie Baird, Chief Executive Officer  
160 Cypress Point Pkwy, B302  
Palm Coast, FL 32164  
[carrie@flaglercares.org](mailto:carrie@flaglercares.org)  
386-319-9483

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

**(14) SUBCONTRACTS**

If the Subrecipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the City for approval. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the City and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Subrecipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

**(15) TERMS AND CONDITIONS**

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

**(16) ATTACHMENTS**

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

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

(c) This Agreement has the following attachments:

Attachment A – Project Summary/Scope of Service with Summary Budget  
Attachment B – Certification Regarding Debarment  
Attachment C – Civil Rights Compliance Assurance

**(17) FUNDING/CONSIDERATION**

(a) The funding for this Agreement shall not exceed **\$75,127.12**, subject to the availability of funds.

(b) The Subrecipient agrees to expend funds in accordance with the Project Summary/Scope of Service with Budget in Attachment A of this Agreement.

(c) All funds shall be requested in the manner prescribed by the City. The authorized signatory for the Subrecipients set forth on the Signature Authorization Form.

(d) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the City agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, or the federal Office of Management and Budgeting, all obligations

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

on the part of the City to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty days of receiving notice from the City.

**(18) REPAYMENTS**

All refunds or repayments to be made to the City under this Agreement are to be made payable to the order of “City of Palm Coast” and mailed directly to the City at the address below or remitted electronically per instructions to be provided by the City:

City of Palm Coast  
160 Lake Ave.  
Palm Coast, FL 32164

**(19) MANDATED CONDITIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a City request, or in any submission or response to fulfill the requirements of this Agreement.

All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the City and with thirty days written notice to the Subrecipient, cause the termination of this Agreement and the release of the City from all its obligations to the Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Flagler County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the City under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

- theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g) 2, of this certification; and
  4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

**In addition, the Subrecipient shall send to the City (by e-mail or by hard copy) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment B) for each intended subcontractor which Subrecipient plans to fund under this Agreement. Such form must be received by the City before the Subrecipient enters into a contract with any subcontractor.**

- (h) The City’s performance and obligation to pay under this Agreement is contingent upon an annual allocation from the U.S. Housing and Urban Development Community Development Block Grant Entitlement Program.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- (j) If the Subrecipient 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, the Subrecipient shall:
  1. Keep and maintain all public records, as defined in Section 119.011(12), Florida Statutes, that ordinarily and necessarily would be required by the City; and
  2. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law; and
  3. Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
  4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City; and
  5. Promptly provide the City with a copy of any request to inspect or copy public records in possession of the Subrecipient and promptly provide the City a copy of the Subrecipient's response to each such request.

Failure by the Subrecipient to comply with this section, including failure to provide a public record upon request, is a breach of this Agreement, and the City may immediately terminate this Agreement and may pursue all remedies for breach of this Agreement."

- (k) The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

E-VERIFY: Subrecipient shall comply with the following:

1. Pursuant to section 448.095, Florida Statutes, Contractors, which shall include Subrecipient, shall register with and use the U.S. Department of Homeland Security’s E-Verify system, <https://www.e-verify.gov/employers> to verify the work authorization status of all employees hired on and after January 1, 2021.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

2. Subcontractors
    - i. Subrecipient 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. Subrecipient 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. Subrecipient shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
  3. Subrecipient must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Subrecipient 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.
  4. 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 the City. Subrecipient shall be liable for all costs incurred by the City securing 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.
- (l) The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.
- (20) LOBBYING PROHIBITION
- (a) No funds or other resources received from the City under this Agreement may be used directly or indirectly to influence legislation or any other official action by any local, state or federal agency.
  - (b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
    1. No appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    2. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

(21) LEGAL AUTHORIZATION.

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

**For the City of Palm Coast:**

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

**For the Subrecipient:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title



**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
 CFDA Number: 14.228

**ATTACHMENT A – Project Summary/Scope of Service with Summary Budget**

**Project: Behavioral Health**

Through the countywide triennial Community Health Needs Assessment process, mental health was identified and has remained a Priority Health Issues for Flagler County for almost a decade. National experts have noted increases in the prevalence of mental illnesses such as depression and anxiety as a result of the COVID-19 pandemic. Despite the increasing prevalence of mental illness, access to mental health interventions and treatment has not been measurably increased in the City of Palm Coast or Flagler County. Access for uninsured and underinsured individuals is even more limited.

Flagler Cares proposes to expand our existing behavioral health navigation program and our new telepsychiatry/medication management program through CDBG funding for uninsured and underinsured City of Palm Coast residents. Flagler Cares has been providing Behavioral Health Navigation service for the past year—assisting Flagler County residents in need of mental health services to engage in service through existing programs. This month Flagler Cares is launching a new telepsychiatry/medication management program to serve individuals who have struggled to gain access to these services through existing organizations. These services, including psychiatry, medication management and care coordination, can be accessed now through our office at the Flagler County Village in central Palm Coast. Our Behavioral Health Navigator and clinical staff and interns provide care coordination and supports. Psychiatric services are delivered via telehealth while clients are in the office.

Flagler Cares will be able to assist an estimated 34 individuals through this proposed program expansion with CDBG funds (estimated \$1750 per client for a psychiatric evaluation, 12 months of medication management and 12 months of medications and \$600 for initial stay in recovery residence). 100% of CDBG funds will be used for direct client assistance in the form of contract rate payments for telehealth visits and medications and for initial stay in recovery residences (housing and supports).

<b>Major Program Activity or Project:</b>	<b>From</b>	<b>To</b>
Provide behavioral health services and supports to low to moderate income households from the City of Palm Coast	September 1, 2022 or month of award	End of grant or depletion of funding
<b>Final Activity &amp; Result:</b> At least 30 individuals served and stabilized. Final reports submitted, as required.		End of grant or depletion of funds

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**ATTACHMENT B**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Subrecipient (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Subrecipient's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
Subcontractor's Name

\_\_\_\_\_  
Subrecipient's Name

\_\_\_\_\_  
Authorized Signature for Subrecipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

**ATTACHMENT C**

Civil Rights Compliance Assurance

**Equal Employment Opportunity**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Law of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
  - a. The nature of the calls,
  - b. The actions taken in response to the calls, and
  - c. The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority- and women-owned businesses that operate in its region. The Subrecipient shall use this list to solicit businesses to bid on CDBG-funded activities and shall provide a copy of the list to prime contractors to use when they hire subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used for this purpose at the following website:

[http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/certified\\_vendor\\_directory](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/certified_vendor_directory)

**Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it provides access to all Federally funded activities to all individuals, regardless of handicap. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following;

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a. Has a physical or mental impairment which substantially limits one or more major life activities,
  - b. Has a record of such an impairment, or
  - c. Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate the employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
  - a. The nature of the calls,
  - b. The actions taken in response to the calls, and
  - c. The results of the actions taken.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

The Section 504 prohibitions against discrimination (See 45 CFR Part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

**Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

***Section 3 Clause.***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7( b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Civil Rights Statutes**

As a condition for the receipt of Community Development Block Grant funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

- 1) Title VI of the Civil Rights Act of 1964 - Prohibits discrimination by government agencies that receive Federal funding;
- 2) Title VII of the Civil Rights Act of 1964 - prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
- 3) Title VIII of the Civil Rights Act of 1968 - as amended (the Fair Housing Act of 1988);
- 4) 24 CFR §S70.487(b) Affirmatively Furthering Fair Housing;
- 5) 24 CFR §S70.490(b) Recordkeeping Requirements;
- 6) 24 CFR §S70.606(b) Relocation assistance for displaced persons at URA levels;
- 7) Age Discrimination Act of 1975;
- 8) Executive Order 12892 Fair Housing;
- 9) Section 109 of the Housing and Community Development Act of 1974 - No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
- 10) Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
- 11) Executive Order 11063 - Equal Opportunity in Housing;
- 12) Executive Order 11246 - Non-discrimination; and
- 13) Section 3 of the Housing and Urban Development Act of 1968, as amended, Employment/Training of Lower Income Residents and Local Business Contracting.

**City of Palm Coast**  
**Community Development Block Grant (CDBG) Program**  
**SUBRECIPIENT AGREEMENT**  
CFDA Number: 14.228

I hereby certify that the \_\_\_\_\_ shall comply with all of the provisions and Federal regulations listed in this attachment.

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

Name/Title: \_\_\_\_\_

## City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b>	HUMAN RESOURCES	<b>Amount</b>
<b>Division</b>	11358	<b>Account</b>
		<b>#</b>
<b>Subject</b>	RESOLUTION 2022-XX APPROVING THE CONTINUATION OF THE HEALTH INSURANCE WITH FLORIDA BLUE AND TO INCLUDE STOP LOSS AND LIFE AND DISABILITY INSURANCE	
<b>Presenter : Renina Fuller, Human Resources Director</b>		
<p><b>Background :</b>  <u><b>UPDATE FROM THE SEPTEMBER 13, 2022, WORKSHOP</b></u>            This item was heard by City Council at their September 13, 2022, workshop. There were no changes suggested to this item.</p> <p><u><b>ORIGINAL BACKGROUND FROM SEPTEMBER 13, 2022, WORKSHOP</b></u>            The City currently offers a well-rounded, self-insured benefits program to all full-time employees. Under the self-insured programs, the City pays a per employee per month fee for the group health plan administration services and also pays for any health insurance claims incurred. In addition to the fixed fee for the plan administration services, there is a fixed monthly per-employee fee for stop-loss insurance up to \$175,000 per person/per year, as well as aggregate coverage for the group as a whole. The program includes group health insurance, basic life insurance, and long-term disability insurance. The City also offers Dental, Vision, Voluntary Life insurance, Voluntary short-term disability insurance, and supplemental accident and critical illness insurance but the full cost is borne by the employees.</p> <p>The stop loss renewal with Companion Life came in with an increase to the City of \$114,771. The Florida Blue administrative fee per employee per month increased from \$53.20 to \$56.78.</p> <p>The Standard is our dental, vision, voluntary life, and disability carrier. There is no change in premium for FY2023.</p> <p>Supplemental insurance for accident/critical illness will remain with Colonial Life. There is no change in premium for FY2023.</p> <p>Florida Blue is also offering \$30,000 in wellness dollars for 2023 to the City.</p>		
<p><b>Recommended Action :</b>  <b>ADOPT RESOLUTION 2022-XX APPROVING THE CONTINUATION OF THE HEALTH INSURANCE WITH FLORIDA BLUE AND TO INCLUDE STOP LOSS AND LIFE AND DISABILITY INSURANCE</b></p>		

**RESOLUTION 2022 - \_\_\_\_\_**  
**HEALTH INSURANCE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH FLORIDA BLUE FOR HEALTH INSURANCE AND TO INCLUDE STOP LOSS, LIFE AND DISABILITY INSURANCE FOR CITY EMPLOYEES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast is exploring ways and means to mitigate rising health care costs; and

**WHEREAS**, Florida Blue desires to provide health care services to the City of Palm Coast; and

**WHEREAS**, the City desires to enter into an agreement with Florida Blue for the above mentioned services.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the agreement with Florida Blue for employee health, stop loss, disability and life services, as attached hereto and incorporated herein as reference by 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 ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20th day of September 2022.

*ATTEST:*

**CITY OF PALM COAST**

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

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

## Executive Summary of Medical &amp; Prescription Drug Coverage

City of Palm Coast

October 1, 2022 - September 31, 2023

	2021/2022 Plan Year				2022/2023 Plan Year			
Vendor	Blue Cross Blue Shield		Blue Cross Blue Shield		Blue Cross Blue Shield		Blue Cross Blue Shield	
Plan Name	Blue Options 3769		Blue Options 3160/3161		Blue Options 3769		Blue Options 3160/3161	
Plan Type	PPO		HSA PPO		PPO		HSA PPO	
Plan Details	Network		Network		Network		Network	
	<i>Single</i>	<i>Family</i>	<i>Single</i>	<i>Family</i>	<i>Single</i>	<i>Family</i>	<i>Single</i>	<i>Family</i>
Plan Deductible:	\$1,000	\$2,000	\$1,750	\$3,500	\$1,000	\$2,000	\$1,750	\$3,500
Embedded Deductible:	Yes		No		Yes		No	
Calendar or Policy Year:	Calendar		Calendar		Calendar		Calendar	
Coinsurance:	20%		20%		20%		20%	
Maximum Out-of-Pocket:	\$3,500	\$7,000	\$3,500	\$7,000	\$4,000	\$8,000	\$4,000	\$8,000
(Includes Deductible, Copay, Rx)	Yes		Yes		Yes		Yes	
Physician Services								
Office Visit:	\$35		Deductible + Coinsurance		\$20		Deductible + Coinsurance	
Specialist:	\$50		Deductible + Coinsurance		\$40		Deductible + Coinsurance	
Chiropractic:	\$50		Deductible + Coinsurance		\$40		Deductible + Coinsurance	
Convenience Care Clinics (Walgreens/CVS):	\$35		Deductible + Coinsurance		\$20		Deductible + Coinsurance	
Virtual Visit:	\$35 (PCP), \$50 (Specialist)		Deductible + Coinsurance		\$20 (PCP), \$40 (Specialist)		Deductible + Coinsurance	
Teladoc:	N/A		N/A		\$0		\$55	
Hospital / Emergency Services								
Inpatient Hospital Per Admission:	Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Emergency Room:	\$250		Deductible + Coinsurance		\$300		Deductible + Coinsurance	
Urgent Care:	\$75		Deductible + Coinsurance		\$50		Deductible + Coinsurance	
Outpatient Surgical Facility:	Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Ambulatory Surgery Center:	Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Diagnostic Services								
Lab & X-Ray Outpatient: (Independent Facility)	Ded (Lab), Ded + Coins (X-Ray)		Deductible + Coinsurance		Ded (Lab), Ded + Coins (X-Ray)		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	\$200		Deductible + Coinsurance		\$200		Deductible + Coinsurance	
Prescription Drug								
Deductible:	N/A		Calendar Year Deductible		N/A		Calendar Year Deductible	
Prescription Tier	\$20   \$40   \$70		\$20   \$40   \$70		\$0   \$40   \$70   25% up to \$250/script		\$20   \$40   \$70   25% up to \$250/script	
Mail Order Prescription (90 Day Supply):	N/A		N/A		N/A		N/A	
Non-Network Plan Details	<i>Non-Network</i>		<i>Non-Network</i>		<i>Non-Network</i>		<i>Non-Network</i>	
Plan Deductible:	\$4,000	\$8,000	\$4,000	\$8,000	\$4,000	\$8,000	\$4,000	\$8,000
Coinsurance:	40%		40%		40%		40%	
Maximum Out-of-Pocket:	\$8,000	\$16,000	\$7,000	\$14,000	\$8,000	\$16,000	\$8,000	\$16,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A		N/A	

Executive Summary of Self-Funded Coverage

City of Palm Coast

October 1, 2022 - September 31, 2023

	Enrollment					
	Single: 191					
	Family: 252	Current	Renewal	Revised	Alternate	Alternate
	Total: 443					
TPA:		BCBS	BCBS	BCBS	BCBS	BCBS
Reinsurance Carrier:		Companion Life	Companion Life	Companion Life	Companion Life	Companion Life
Fixed Plan Expense						
Specific Deductible:		\$175,000	\$175,000	\$175,000	\$200,000	\$225,000
Specific Basis:		Paid	Paid	Paid	Paid	Paid
Specific Covers:		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Single Premium Monthly:		\$33.98	\$45.52	\$43.26	\$37.90	\$33.53
Family Premium Monthly:		\$118.66	\$160.26	\$149.58	\$133.24	\$119.69
Aggregate Basis:		Paid	Paid	Paid	Paid	Paid
Aggregate Covers:		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Aggregate Premium Monthly:		\$5.98	\$6.37	\$5.98	\$6.54	\$7.03
Annual Stop Loss Premium		\$468,500	\$622,821	\$583,272	\$524,551	\$476,165
			32.9%	24.5%	12.0%	1.6%
Annual Administration Cost:		\$282,811	\$301,842	\$301,842	\$301,842	\$301,842
<b>Total Annual Fixed Plan Expense:</b>		<b>\$751,311</b>	<b>\$924,663</b>	<b>\$885,114</b>	<b>\$826,394</b>	<b>\$778,007</b>
			23.1%	17.8%	10.0%	3.6%
Aggregate Attachment Factors						
Claim Liability - Single:		\$958.88	\$1,034.26	\$1,034.26	\$1,042.25	\$1,048.14
Claim Liability - Family:		\$958.88	\$1,034.26	\$1,034.26	\$1,042.25	\$1,048.14
Maximum Claims:		\$5,097,406	\$5,498,126	\$5,498,126	\$5,540,601	\$5,571,912
			7.9%	7.9%	8.7%	9.3%
Attachment Percent:		125%	125%	125%	125%	125%
Expected Claims:		\$4,077,925	\$4,398,501	\$4,398,501	\$4,432,481	\$4,457,530
Total Plan Expense						
<b>Expected Plan Cost:</b>		<b>\$4,829,236</b>	<b>\$5,323,164</b>	<b>\$5,283,615</b>	<b>\$5,258,874</b>	<b>\$5,235,537</b>
			10.2%	9.4%	8.9%	8.4%
<b>Maximum Plan Cost:</b>		<b>\$5,848,717</b>	<b>\$6,422,790</b>	<b>\$6,383,240</b>	<b>\$6,366,995</b>	<b>\$6,349,920</b>
			9.8%	9.1%	8.9%	8.6%
Other Information:						
Run-IN Limit		\$0	\$0	\$0	\$0	\$0
Run-out Limit		\$0	\$0	\$0	\$0	\$0
Lasers		None	None	None	None	None
Advanced Funding		Included	Included	Included	Included	Included
"No New Lasers at Renewal" Option		Included	Included	Included	Included	Included
Renewal Rate Cap		Not Included	Not Included	Not Included	Not Included	Not Included
Aggregate Annual Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Assumptions:		Companion Life: Firm proposal until 8/11/22.				

Executive Summary of Self-Funded Coverage  
City of Palm Coast  
October 1, 2022 - September 31, 2023

	Enrollment Single: 191 Family: 252 Total: 443	Current	Renewal	Revised	Alternate	Alternate
TPA:		BCBS	BCBS	BCBS	BCBS	BCBS
Reinsurance Carrier:		Companion Life	Companion Life	Companion Life	Companion Life	Companion Life
Fixed Plan Expense						
Specific Deductible:		\$175,000	\$175,000	\$175,000	\$200,000	\$225,000
Specific Basis:		Paid	Paid	Paid	Paid	Paid
Specific Covers:		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Single Premium Monthly:		\$33.98	\$45.52	\$43.26	\$37.90	\$33.53
Family Premium Monthly:		\$118.66	\$160.26	\$149.58	\$133.24	\$119.69
Aggregate Basis:		Paid	Paid	Paid	Paid	Paid
Aggregate Covers:		Med/Rx	Med/Rx	Med/Rx	Med/Rx	Med/Rx
Aggregate Premium Monthly:		\$5.98	\$6.37	\$5.98	\$6.54	\$7.03
Annual Stop Loss Premium		\$468,500	\$622,821 32.9%	\$583,272 24.5%	\$524,551 12.0%	\$476,165 1.6%
Annual Administration Cost:		\$282,811	\$301,842	\$301,842	\$301,842	\$301,842
<b>Total Annual Fixed Plan Expense:</b>		<b>\$751,311</b>	<b>\$924,663</b> 23.1%	<b>\$885,114</b> 17.8%	<b>\$826,394</b> 10.0%	<b>\$778,007</b> 3.6%
Aggregate Attachment Factors						
Claim Liability - Single:		\$958.88	\$1,034.26	\$1,034.26	\$1,042.25	\$1,048.14
Claim Liability - Family:		\$958.88	\$1,034.26	\$1,034.26	\$1,042.25	\$1,048.14
Maximum Claims:		\$5,097,406	\$5,498,126 7.9%	\$5,498,126 7.9%	\$5,540,601 8.7%	\$5,571,912 9.3%
Attachment Percent:		125%	125%	125%	125%	125%
Expected Claims:		\$4,077,925	\$4,398,501	\$4,398,501	\$4,432,481	\$4,457,530
Total Plan Expense						
<b>Expected Plan Cost:</b>		<b>\$4,829,236</b>	<b>\$5,323,164</b> 10.2%	<b>\$5,283,615</b> 9.4%	<b>\$5,258,874</b> 8.9%	<b>\$5,235,537</b> 8.4%
<b>Maximum Plan Cost:</b>		<b>\$5,848,717</b>	<b>\$6,422,790</b> 9.8%	<b>\$6,383,240</b> 9.1%	<b>\$6,366,995</b> 8.9%	<b>\$6,349,920</b> 8.6%
Other Information:						
Run-IN Limit		\$0	\$0	\$0	\$0	\$0
Run-out Limit		\$0	\$0	\$0	\$0	\$0
Lasers		None	None	None	None	None
Advanced Funding		Included	Included	Included	Included	Included
"No New Lasers at Renewal" Option		Included	Included	Included	Included	Included
Renewal Rate Cap		Not Included	Not Included	Not Included	Not Included	Not Included
Aggregate Annual Maximum		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Assumptions:		Companion Life: Firm proposal until 8/11/22.				

## City of Palm Coast, Florida Agenda Item

Agenda Date: September 20, 2022

<b>Department</b>	PUBLIC WORKS	<b>Amount</b>	Over \$50,000.00
<b>Division</b>	STREETS & DRAINAGE	<b>Account #</b>	65035012-034000
<b>Subject</b>	RESOLUTION 2022-XX APPROVING A MASTER SERVICES AGREEMENT WITH AMERICAN JANITORIAL INCORPORATED FOR CITYWIDE JANITORIAL SERVICES		
<b>Presenter : Matthew Mancill, Public Works Director</b>			
<p><b>BACKGROUND:</b> <b>THIS ITEM IS FOR STANDARD OPERATIONS.</b></p> <p>The City of Palm Coast Public Works Facilities Management Division is responsible for the oversight of citywide janitorial services. Currently, janitorial services are provided citywide through a Master Services Agreement, to provide janitorial services to clean city facilities and office spaces. The janitorial service company will provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided) and will plan, schedule, coordinate, and assure effective performance of all services described in the Master Service Agreement.</p> <p>The City of Palm Coast conducted a Request for Proposals (RFP-PW-22-50) for Citywide Janitorial Services, of which six (6) companies submitted their proposals. The evaluation committee evaluated and ranked the six proposals per the RFP. Staff followed the City purchasing policy and procedures and ranked American Janitorial Incorporated as the highest-rated bidder.</p> <p>The Notice of Intent to Award was provided to American Janitorial Incorporated, and no protests were received in response to the Notice of Intent to Award.</p> <p>The contract with American Janitorial Incorporated includes the services outlined in the RFP and Exhibit A, with the contract performance beginning on October 1, 2022, to align with our Fiscal year. The base contract term is set at three (3) years with two (2) optional one-year renewal options.</p> <p>The Fiscal Year 2023 Budget includes available funding appropriated by City Council for the services listed in the existing Master Services Agreement.</p>			
<b>SOURCE OF FUNDS WORKSHEET FY 2023</b>			
FAC Other Contractual Svcs 65035012-34000			\$688,149.00
Total Expended/Encumbered to Date.....			0.00
Pending Work Orders/Contracts.....			0.00
Current (WO/Contract).....			327,713.81
<b>Balance</b> .....			<b>\$360,435.19</b>

**Recommended Action :**  
**ADOPT RESOLUTION 2022-XX APPROVING A MASTER SERVICES AGREEMENT WITH  
AMERICAN JANITORIAL INCORPORATED FOR CITYWIDE JANITORIAL SERVICES**

**RESOLUTION 2022-\_\_\_\_**  
**JANITORIAL CLEANING SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER SERVICES AGREEMENT WITH AMERICAN JANITORIAL SERVICES (AJI) FOR CITYWIDE JANITORIAL CLEANING SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, American Janitorial Services (AJI) has expressed a desire to provide Janitorial cleaning services for the upkeep of Citywide facilities and office space; and

**WHEREAS**, the City Council of the City of Palm Coast desires to enter into a master services agreement with American Janitorial Services (AJI), for citywide janitorial services.

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

**SECTION 1. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreement with American Janitorial Services (AJI), which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 20th day of September 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" –Master Services Agreement with American Janitorial Services (AJI) for Janitorial cleaning services for the upkeep of Citywide facilities and office space.





# City of PALM COAST

Finance Department  
Budget & Procurement Office

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

## NOTICE OF INTENT TO AWARD

**Project:** RFP-PW-22-50 - CITY WIDE JANITORIAL SERVICES

**Date:** 8/24/2022

**Appeal Deadline:** Appeals must be filed by 5:00 PM on 8/29/2022

Firm	TOTAL POINTS
<b>American Janitorial, Inc.</b> Umatilla, FL	91.40
High Sources, Inc. Tampa, FL	78.80
Gracious Property Services, Inc. St. Johns, FL	68.20
Inca Cleaning LLC Palm Coast, FL	62.20
Jani-King Jacksonville, FL	55.00
SCSI, Southern Cleaning Services, Inc. Jacksonville, FL	48.80

The intent of the City of Palm Coast is to award RFP-PW-22-50 to American Janitorial, Inc.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director.

*For questions regarding the NOIT please contact Procurement Coordinator [jkscott@palmcoastgov.com](mailto:jkscott@palmcoastgov.com).*

*Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.*

*A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the Assistant City Manager, Lauren Johnston ( [LJohnston@palmcoastgov.com](mailto:LJohnston@palmcoastgov.com) ) shall constitute a waiver of the protest proceedings.*



# RFP-PW-22-50 - CITY WIDE JANITORIAL SERVICES

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	RFP-PW-22-50
<b>Project Name</b>	CITY WIDE JANITORIAL SERVICES
<b>Project Owner</b>	Jesse Scott
<b>Project Type</b>	RFP
<b>Department</b>	Procurement
<b>Budget</b>	\$0.00 - \$0.00
<b>Project Description</b>	This Request for Proposals is issued for the purpose of securing proposals from qualified contractors to provide janitorial services for City facilities. These City wide Janitorial services will be contracted via a Master Services Agreement.
<b>Open Date</b>	Jul 13, 2022 8:00 AM EDT
<b>Intent to Bid Due</b>	Aug 09, 2022 1:00 PM EDT
<b>Close Date</b>	Aug 09, 2022 2:00 PM EDT

<b>Awarded Suppliers</b>	<b>Reason</b>	<b>Score</b>
<b>American Janitorial, Inc.</b>		<b>91.4 pts</b>



## Seal status

Requested Information	Unsealed on	Unsealed by
Proposal	Aug 09, 2022 2:00 PM EDT	Jesse Scott
Required Forms 1 - 5	Aug 09, 2022 2:00 PM EDT	Jesse Scott
References	Aug 09, 2022 2:00 PM EDT	Jesse Scott
Price Schedule Form	Aug 09, 2022 2:00 PM EDT	Jesse Scott
Addendum 1 - Signed and Dated	Aug 09, 2022 2:00 PM EDT	Jesse Scott
Addendum 2 - Signed and Dated	Aug 09, 2022 2:00 PM EDT	Jesse Scott

## Conflict of Interest

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



Name	Date Signed	Has a Conflict of Interest?
Peter Roussell	Aug 17, 2022 1:08 PM EDT	No
James Hirst	Aug 12, 2022 4:19 PM EDT	No
Jesse Scott	Aug 09, 2022 2:01 PM EDT	No
Matthew Mancill	Aug 15, 2022 7:31 AM EDT	No
Marvin CALDERON	Aug 15, 2022 7:37 AM EDT	No
Eric Gebo	Aug 12, 2022 12:50 PM EDT	No



## Project Criteria

Criteria	Points	Description
Admin Review	Pass/Fail	Documents submitted and completed as requested and required.
Experience with Similar Projects, Technical Capability and Qualifications	25 pts	Below Average 4 Points Average 8 Points Above Average 12 Points Well Above Average 16 Points Outstanding 20 Points
Ability to provide services	30 pts	Below Average 3 Points Average 6 Points Above Average 9 Points Well Above Average 12 Points Outstanding 15 Points
Project Understanding and Proposal	15 pts	Below Average 3 Points Average 6 Points Above Average 9 Points Well Above Average 12 Points Outstanding 15 Points
Proposal Cost Estimate	20 pts	Below Average 3 Points Average 6 Points Above Average 9 Points Well Above Average 12 Points Outstanding 15 Points
Proposed Innovations	10 pts	Below Average 2 Points Average 4 Points Above Average 6 Points Well Above Average 8 Points Outstanding 10 Points
<b>Total</b>	<b>100 pts</b>	



# Scoring Summary

## Active Submissions

	<b>Total</b>	<b>Admin Review</b>	<b>Experience with Similar Projects, Technical Capability and Qualifications</b>	<b>Ability to provide services</b>	<b>Project Understanding and Proposal</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>/ 25 pts</b>	<b>/ 30 pts</b>	<b>/ 15 pts</b>
American Janitorial, Inc.	91.4 pts	Pass	24.6 pts	28 pts	14.2 pts
High Sources Inc	78.8 pts	Pass	22.6 pts	21.6 pts	11.8 pts
Gracious Property Services, Inc	68.2 pts	Pass	20.2 pts	20.6 pts	11.6 pts
Inca Cleaning LLC	62.2 pts	Pass	18.4 pts	19.4 pts	10.4 pts
Jani-King	55 pts	Pass	17.2 pts	16 pts	7.6 pts



	<b>Total</b>	<b>Admin Review</b>	<b>Experience with Similar Projects, Technical Capability and Qualifications</b>	<b>Ability to provide services</b>	<b>Project Understanding and Proposal</b>
<b>Supplier</b>	<b>/ 100 pts</b>	<b>Pass/Fail</b>	<b>/ 25 pts</b>	<b>/ 30 pts</b>	<b>/ 15 pts</b>
SCSI, Southern Cleaning Service Inc	48.8 pts	Fail	17.2 pts	16.6 pts	9 pts

	<b>Proposal Cost Estimate</b>	<b>Proposed Innovations</b>
<b>Supplier</b>	<b>/ 20 pts</b>	<b>/ 10 pts</b>
American Janitorial, Inc.	16.4 pts	8.2 pts
High Sources Inc	15.2 pts	7.6 pts
Gracious Property Services, Inc	8.6 pts	7.2 pts
Inca Cleaning LLC	9.6 pts	4.4 pts





	<b>Proposal Cost Estimate</b>	<b>Proposed Innovations</b>
<b>Supplier</b>	<b>/ 20 pts</b>	<b>/ 10 pts</b>
Jani-King	10.8 pts	3.4 pts
SCSI, Southern Cleaning Service Inc	1 pts	5 pts



# City of PALM COAST

Finance Department  
Budget & Procurement Office

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

## PRELIMINARY COST TABULATION

Project: RFP-PW-22-50 - CITY WIDE JANITORIAL SERVICES

Date: 8/9/2022

Firm	Cost Submission (Sum of Item 2 – Toiletries and Consumables Rate and Item 3 – Total Annual Service Cost)
American Janitorial Incorporated Umatilla, FL	\$327,713.81
Gracious Property Services, Inc. St. Johns, FL	\$790,777.92
High Source, Inc. Tampa, FL	\$239,303.06
Inca Cleaning, LLC Palm Coast, FL	\$333,011.76 Did NOT complete Spreadsheet Tab for Toiletries & Consumables Aggregated Rate
Jani-King Jacksonville, FL	\$526,486.73
SCSI, Southern Cleaning Service, Inc. Jacksonville, FL	\$439,725.96 Did NOT submit the working spreadsheet, as required, only a blank spreadsheet was submitted.

**Please Note:** The bid proposals are currently being reviewed. All submittals accepted by the City of Palm Coast are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.



# City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b>	FINANCIAL SERVICES	<b>Amount</b>
<b>Division</b>	FINANCE	<b>Account</b>
		<b>#</b>
<b>Subject</b>	REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR AUGUST 2022	
<b>Presenter :</b>	Denise Bevan, City Manager	
<b>Background :</b>	Attached is a list of all emergency and sole source purchases for the month of August 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).	
<b>Recommended Action :</b>	<b>FOR REPORTING ONLY - VIA CITY MANAGER COMMENTS</b>	

**Aug-22****EMERGENCY PURCHASES**

Entry Date	Req #	Total Amount	Vendor	Description	Department
8/1/2022	2011	\$14,199.00	POWER PLUS CONTROLS INC	RENTAL OF 1000 KW GENERATOR	WASTEWATER TREATMENT - UTILITY
8/3/2022	2026	\$5,627.06	EAU GALLIE ELECTRIC, INC.	REPLACEMENT GENERATOR INJECTION PUMP @PLC	WASTEWATER PUMPING
8/4/2022	2035	\$24,790.60	RING POWER CORPORATION	PW Fleet Emergency Services to Asset #2079	FLEET MANAGEMENT
8/12/2022	2071	\$13,805.62	S.R. BRAY LLC	Rental of a 1,000 KW emergency Generator	WASTEWATER TREATMENT - UTILITY
8/12/2022	2085	\$4,378.44	VILLAGE KEY AND ALARM, INC.	COMPRESSOR REPLACEMENT	UTILITY ADMINISTRATION

**SOLE SOURCE PURCHASES**

Entry Date	Req #	Total Amount	Vendor	Description	Department
8/2/2022	2017	\$8,165.50	KRUGER INC	PANELS FOR DISKFILTER	WASTEWATER TREATMENT - UTILITY
8/2/2022	2024	\$5,500.00	NATIONAL RESEARCH CENTER, INC.	non-scientific survey	CITY COUNCIL
8/3/2022	2027	\$17,190.00	GEM STONE CONTRACTORS INC	SOD INSTALLATION AND RESTORATION	WASTEWATER COLLECTION
8/3/2022	2028	\$6,500.00	THE MENTAL HYGIENE PROJECT	Mental Health Program_PC Portion	FIRE
8/8/2022	2052	\$9,644.00	ANDRITZ SEPARATION, INC	STARTUP SERVICE AND MOTOR ALIGNEMENT	WASTEWATER TREATMENT - UTILITY
8/11/2022	2075	\$8,912.00	HACH COMPANY	Hach Partnership Service	WATER TREATMENT PLANT #3

# City of Palm Coast, Florida Agenda Item

Agenda Date : September 20, 2022

<b>Department</b> CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> AGENDA WORKSHEET AND CALENDAR	
<b>Presenter :</b>	
<b>Background :</b>	
<b>Recommended Action :</b>	

<b>October 4, 2022 BUSINESS MEETING</b>			
1	Resolution	Continuing Services Grant Compliance Services	Cote
2	Proclamation	Domestic Violence Awareness Month	Kershaw
3	Proclamation	Florida Urban Forestry Council Award	Kershaw
4	Proclamation	Fire Prevention Week	Kershaw
5	Resolution	L4 Weir Replacement	Morales
6	Ordinance 2nd	Petition to Amend the Seminole Palms CDD Boundaries	Myers
7	Resolution	Ocean Village Master Site Plan	Myers
8	Ordinance 1st	Oak Trails ALF Rezoning	Myers
9	Ordinance 1st	Colbert Lane MPD	Myers
<b>October 11, 2022 WORKSHOP MEETING</b>			
1	Resolution	FIND Grant Waterfront Park	Cote
2	Resolution	Waterfront Park Construction contract	Cote/Gebo
3	Resolution	Fire Station design	Cote/Gebo
4	Resolution	ILA School Facilities Planning	DeLorenzo
5	Resolution	ILA County Impact Fees	DeLorenzo
6	Resolution	Amend Aquatic Center Fee Structure	Hirst
7	Resolution	Cultural Arts Grants	Hirst
8	Ordinance	Cascades Annexation	Papa
<b>October 18, 2022 BUSINESS MEETING</b>			
1	Resolution	Indemnity Agreements	Alves
2	Resolution	Waterfront Park Construction contract	Cote
3	Resolution	Fire Station design	Cote/Gebo
4	Resolution	FIND Grant Waterfront Park	Cote
5	Resolution	ILA School Facilities Planning	DeLorenzo
6	Resolution	ILA County Impact Fees	DeLorenzo
7	Resolution	Cultural Arts Grants	Hirst
8	Proclamation	Mobility Week	Kershaw
9	Ordinance 2nd	Oak Trails ALF Rezoning	Myers
10	Ordinance 2nd	Colbert Lane MPD	Myers
11	Ordinance 1st	Harborside Inn and Marina MPD	Myers
12	Ordinance 1st	Cascades at Grand Landings Annexation	Papa
13	Proclamation	Planning Month	Tyner
<b>November 1, 2022 BUSINESS MEETING</b>			
1	Proclamation	Diabetes Awareness Month	Kershaw
2	Proclamation	Veteran Appreciation Month	Kershaw
3	Proclamation	Shirley Chisholm Month	Kershaw
4	Presentation	Citizen's Academy Graduates	Kershaw
5	Ordinance 2nd	Cascades at Grand Landings Annexation	Papa
6	Ordinance 2nd	Harborside Inn and Marina MPD	Myers
7	Ordinance	US 1 & Whiteview FLUM	Papa
8	Ordinance	US 1 & Whiteview Rezoning	Papa
<b>November 8, 2022 WORKSHOP MEETING</b>			
<b>November 15, 2022 BUSINESS MEETING</b>			
1	Proclamation	GIS Day	Kershaw
2	Proclamation	Be Local Buy Local	Kershaw
3	Proclamation	Holiday Boat Parade	Kershaw
4	Ordinance 2nd	US 1 & Whiteview FLUM	Papa
5	Ordinance 2nd	US 1 & Whiteview Rezoning	Papa
6	Oath	Oath of Office Newly elected Council	Smith
7	Appointment	Council liaison	Smith
8	Appointment	Council Vice Mayor selection	Smith
9	Resolution	Certify General Election	Smith
<b>December 6, 2022 BUSINESS MEETING</b>			
<b>December 13, 2022 WORKSHOP MEETING</b>			
<b>December 20, 2022 BUSINESS MEETING</b>			
<b>Future</b>			
1	Resolution	Verizon Lease Agreement A1A tower amendments	Akins/Eldredge
2	Resolution	Tri-party sub lease tower agreement amendment	Akins/Eldredge
3	Resolution	Land Donation-Bacon property	Cote
4	Resolution	P1 Control Structure Rehab	Cote
5	Resolution	K-Section Drainage Improvements	Cote
6	Resolution	Old King's Road Force Main to WWTP 1	Cote
7	Resolution	Construction Contract for the OKR FM to WWTP 1	Cote
8	Resolution	Hydrogeological Services for the Wells SW-1, SW-2, & SW-3 for WTP 1	Cote
9	Resolution	Construction Contract for the WWTP 1 Generator project	Cote

10	Resolution	Construction Contract for the WWTP 1 Sludge Dewatering project	Cote
11	Ordinance	Construction Contract for the Equip Wells SW-1, SW-2 & SW-3 for WTP 1	Cote/Grunewald
12	Resolution	Palm Harbor Golf Course Concession Lease Agreement	Delorenzo
13	Resolution	Directional Boring Services	Flanagan
14	Resolution	WTP#1 Relocation of SW7 and 115. Rehab SW-38	Flanagan
15	Resolution	Fuel Tank Replacements	Flanagan
16	Resolution	MPA Quick Lime Chemical	Flanagan
17	Resolution	Laboratory Analysis Services	Flanagan
18	Resolution	Occupational Services	Fuller
19	Resolution	FHS Agreement for Animal Services	Grossman
20	Ordinance 1st	Animal Control amendment	Grossman
21	Resolution	Florida Park Drive Median Additions	Grunewald
22	Presentation	Council Priority Community Center Parking	Hirst/Berryhill
23	Resolution	Reverie at Palm Coast PH2 FKA Spring Lake - Final Plat	Leap/Tyner
24	Resolution	Reverie at Palm Coast PH1 FKA Spring Lake - Final Plat	Leap/Tyner
25	Resolution	Whiteview Subdivision Phase 2 Final Plat	Leap/Tyner
26	Resolution	Sawmill Branch Ph 2 Final Plat	Leap/Tyner
27	Resolution	Toll Brothers Final Plat	Leap/Tyner
28	Resolution	Savannah @ Seminole Pointe Master Site Plan	Lens
29	Resolution	Town Center Tracts 18B & 18C (site plan?)	Myers
30	Ordinance	Matanzas Park LLC/Section 37-Lakeview Estates - Rezoning	Myers
31	Ordinance	SG Flagler Holdings, LLC - Seminole Woods TH - FLUM	Myers
32	Ordinance	SG Flagler Holdings, LLC - Seminole Woods TH - Rezoning	Myers
33	Resolution	Master Site Plan Ocean Village	Myers
34	Ordinance	Cascades at Grand Landings - Rezoning	Myers
35	Ordinance	Cascades at Grand Landings - FLUM	Myers
36	Ordinance	Belle Terre Estates MPD	Myers
37	Ordinance	Park River Residence	Myers



**Meeting Calendar for 9/20/2022 through 12/31/2022**

**9/20/2022 9:00 AM**

City Council  
City Hall

**9/20/2022 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**9/21/2022 5:15 PM**

City Council Special Budget Meeting  
City Hall

**9/22/2022 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**10/4/2022 6:00 PM**

City Council  
City Hall

**10/5/2022 10:00 AM**

Code Enforcement Board  
City Hall

**10/11/2022 9:00 AM**

City Council Workshop  
City Hall

**10/18/2022 9:00 AM**

City Council  
City Hall





**Meeting Calendar for 9/20/2022 through 12/31/2022**

**10/19/2022 5:30 PM**

Planning & Land Development Regulation Board

City Hall

**10/27/2022 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

**11/1/2022 6:00 PM**

City Council

City Hall

**11/2/2022 10:00 AM**

Code Enforcement Board

City Hall

**11/8/2022 9:00 AM**

City Council Workshop

City Hall

**11/15/2022 9:00 AM**

City Council

City Hall

**11/16/2022 5:30 PM**

Planning & Land Development Regulation Board

City Hall

**11/18/2022 8:30 AM**

Volunteer Firefighters' Pension Board

City Hall



**Meeting Calendar for 9/20/2022 through 12/31/2022**

**12/1/2022 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**12/6/2022 6:00 PM**

City Council  
City Hall

**12/7/2022 10:00 AM**

Code Enforcement Board  
City Hall

**12/13/2022 9:00 AM**

City Council Workshop  
City Hall

**12/20/2022 9:00 AM**

City Council  
City Hall

**12/21/2022 5:30 PM**

Planning & Land Development Regulation Board  
City Hall