



**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 Ed Danko**  
**Council Member Cathy Heigher**  
**Council Member Nick Klufas**  
**Council Member Theresa Pontieri**

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**Tuesday, August 1, 2023**

**6:00 PM**

**COMMUNITY WING**

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**City Staff**

**Denise Bevan, City Manager**

**Neysa Borkert, City Attorney**

**Kaley Cook, 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 AND A MOMENT OF SILENCE**

**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.

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

## **E. MINUTES**

### **1. MINUTES OF THE CITY COUNCIL:**

**JULY 18, 2023, BUSINESS MEETING**

**JULY 25, 2023, SPECIAL BUDGET WORKSHOP**

## **F. PROCLAMATIONS AND PRESENTATIONS**

### **2. PROCLAMATION - AUGUST 2023 AS WATER QUALITY MONTH**

### **3. PROCLAMATION - AUGUST 7, 2023, AS PURPLE HEART DAY**

### **4. PRESENTATION - UPDATE ON THE FRANCHISE FEE AGREEMENT WITH FLORIDA POWER & LIGHT (FPL)**

## **G. APPOINTMENT**

### **5. APPOINT ONE MEMBER TO THE VOLUNTEER FIREFIGHTER PENSION BOARD**

## **H. ORDINANCES SECOND READ**

### **6. ORDINANCE 2023-XX ESTABLISHING THE COQUINA SHORES COMMUNITY**

**DEVELOPMENT DISTRICT (CDD) - APPLICATION NO. 5415**

**I. ORDINANCES FIRST READ**

- 7. ORDINANCE 2023-XX VOLUNTARY ANNEXATION OF 330.8 ACRES SOUTH OF FLAGLER COUNTY AIRPORT ON THE NORTH/WEST SIDE OF SEMINOLE WOODS BOULEVARD**

**J. RESOLUTIONS**

**K. CONSENT**

- 8. RESOLUTION 2023-XX APPROVING A CONTRACT FOR MANAGEMENT OF THE RALPH CARTER PARK CELL TOWER WITH DIAMOND COMMUNICATIONS, LLC**
- 9. RESOLUTION 2023-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH PEGGY MALONE & ASSOCIATES, INC., FOR TRAFFIC COUNT SYSTEM SERVICES**

**L. PUBLIC PARTICIPATION**

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

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

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

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

**P. ADJOURNMENT**

- 10. AGENDA WORKSHEET AND CALENDAR**

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> MINUTES OF THE CITY COUNCIL: JULY 18, 2023, BUSINESS MEETING JULY 25, 2023, SPECIAL BUDGET WORKSHOP	
<b>Presenter:</b> Kaley Cook, City Clerk	
<b>Attachments:</b> 1. Minutes	
<b>Background:</b>	
<b>Recommended Action:</b> <b>APPROVE MINUTES OF THE CITY COUNCIL:</b> <b>JULY 18, 2023, BUSINESS MEETING</b> <b>JULY 25, 2023, SPECIAL BUDGET WORKSHOP</b>	





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

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

**Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heighter  
Council Member Nick Klufas  
Council Member Theresa Pontieri**

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**Tuesday, July 18, 2023**

**9:00 AM**

**COMMUNITY WING**

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**City Staff**

**Denise Bevan, City Manager  
Neysa Borkert, City Attorney  
Kaley Cook, 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 A MOMENT OF SILENCE**

**C. ROLL CALL**

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

**D. PUBLIC PARTICIPATION**

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*Mayor Alfin provided the rules and procedures of public comment.*

*James Lea spoke about the disregard for disabled within the City, lack of sheriff enforcement for disabled parking, and accessibility at events.*

*Mayor Alfin asked Communications staff to follow up.*

*Robert MacDonald provided an apology to the Mayor, City Manager, and Director of Public Works. Additionally, Robert MacDonald shared praise for the mayor.*

*Mike Martin shared that it appears someone has dropped the ball on replacement recycle bins. Mr. Martin shared that he put in a request and hasn't received one. Mr. Martin urged Council to do a better job coordinating.*

*Bruce Stone shared concerns regarding Cimmaron Drive and potholes.*

*Mark Webb requested a review of speed limits for the non-sidewalk areas of Palm Coast. Mr. Webb asked Council to consider the cheapest option to lower the speed limit in subdivisions to 20 mph.*

*Bob Beck would like to speak on the franchise fee now, since he must go to work.*

*Vice Mayor Danko asked to move Item 6 up on the agenda.*

*Mayor Alfin asked City Council for consensus to allow public comment now, or during the item.*

*Council Member Pontieri suggested moving the item up on the agenda, following the millage rate.*

*Mayor Alfin clarified his comment.*

*Council Member Pontieri shared comments regarding procedure.*

*Council Member Heighter shared consensus for moving the item up on the agenda.*

*Council Member Klufas shared consensus for either of the two options.*

*Tina LaPorta asked about the rules for public comment and shared that the current policy discourages public comment.*

*Council Member Klufas shared about the adjustments that have been made to allow additional public comment.*

*Celia Pugliese spoke about crepe myrtles in Seminole Woods being sprayed for mites and that they are dying, City Hall electric vehicle charging costs, and the proposed Wawa station and traffic impacts on Florida Park Drive.*

*Connie Sparks spoke about helping the homeless and middle class, no lights at night, swales overflowing, and trash pick-up.*

*Steve Carr shared that he is in agreement that the Wawa station is going to create a problem on Florida Park Drive and shared additional traffic and parking concerns.*

*Susan Mitchell stated that she has been waiting 3 years for the swales to get fixed.*

*Donna Calor spoke about sidewalks, lights, and asked Council to prioritize taking care of what we already have.*

*Dennis McDonald spoke about next year being an election year. Mr. McDonald also spoke about lower impact fees for builders and the burden of taxes back on residents.*

*Cindy Adkins shared that she does not agree with streetlights and that she does not want to pay for streetlights on side streets.*

*Leslie Johnson spoke about resident requests and the projects Council has approved. Ms. Johnson stated that the needs of the many outweigh the needs of the few and encouraged Council to think about the needs of the many.*

*Deborah McGrath disagreed with lots being cleared.*

*Susan Kling agreed with sidewalks, speed limits, streetlights, and problems with swales.*

*George Mayo shared about a problem going through the metal detector and asked if there can be a second tray to speed things up. Mr. Mayo also spoke about panhandlers blocking traffic and leaving trash behind.*

*Andrew Werner spoke about residents trying to convince their representatives to listen to them. Mr. Werner shared about the lack of response and holding representatives accountable.*

*Sabina McCauley spoke about the proposed Fire Station 22 to be located on Colbert Lane and Palm Coast Parkway. Ms. McCauley spoke about the removal of trees and about alternative properties available for the project.*

*Andrew Kluver spoke about budget and working within the budget,*

*Gina DeLowry spoke about tax and insurance increases.*

*John Furlong spoke about public comment falling on deaf ears and urged Council to take care of what we have.*

*Lisa (no last name provided) stated that Council needs to listen to the existing residents of Palm Coast and do what is needed to fix the City.*

## **E. MINUTES**

- 1. MINUTES OF THE CITY COUNCIL:  
JUNE 20, 2023, BUSINESS MEETING  
JUNE 27, 2023, WORKSHOP MEETING  
JUNE 27, 2023, SPECIAL BUSINESS MEETING  
JULY 11, 2023, WORKSHOP MEETING**

**Pass**

**Motion made to approve by Council Member Pontieri and seconded by Vice Mayor Danko.**

*June 20, 2023, Business Meeting – Motion by Council Member Pontieri, seconded by Vice Mayor Danko, to approve the minutes. The motion passed unanimously.*

*June 27, 2023, Workshop Meeting - Motion by Vice Mayor Danko, seconded by Council Member Pontieri, to approve the minutes. The motion passed unanimously.*

*June 27, 2023, Special Business Meeting – Motion by Vice Mayor Danko, seconded by Council Member Pontieri, to approve the minutes. The motion passed unanimously.*

*July 11, 2023, Workshop Meeting - Motion by Vice Mayor Danko, seconded by Council Member Pontieri, to approve the minutes. The motion passed unanimously.*

## **F. RESOLUTIONS**

### **2. RESOLUTION 2023-64 SETTING A PROPOSED MAXIMUM MILLAGE (TRIM) RATE**

*Attorney Borkert read the title into the record.*

*Helena Alves, Director of Financial Services, and Gwen Ragsdale, Budget & Procurement Manager, presented the topic to Council.*

*Topics presented included: Upcoming budget hearings, ad valorem tax history, taxes by taxing authority, millage rate proposal, general fund revenues and expenditures, departmental and non-departmental budgets, millage rate options, and where to access information.*

*Mayor Alfin thanked staff for the presentation.*

*Mayor Alfin passed the gavel to Vice Mayor Danko.*

*Mayor Alfin made a motion to cap the millage at 4.257, which is the rollback rate. Council Member Pontieri seconded the motion.*

*Vice Mayor Danko, shared comments and would like to open public comment*

*Public Comment:*

*Mike Martin stated that there is no reason to do a rollback rate if you are going to increase fees.*

*Kimberly Conway shared that she was in agreement with the Vice Mayor that the millage rate needs to be maintained. Additionally, Ms. Conway spoke about the franchise fee.*

*Kathy Austrino spoke about the rollback rate and locking us into a millage. Ms. Austrino also asked Council to keep in mind the heat and electric bills.*

*Celia Pugliese spoke about planning department increases caused by incredible growth.*

*Lee (no last name provided) spoke about an elderly resident not turning his air conditioning up to avoid electric cost increase*

*Andrew Kluver spoke about spending and asked Council to find a better way to spend the money.*

*Jennifer Staff spoke about supporting the community, recommendation for solar and an agreement with FPL, and potential cost savings that can be used elsewhere in the budget.*

*Janice Reid stated that it is imperative for Council to be upfront. Ms. Reid also spoke about the budget and Fire Station 22.*

*Robert MacDonald spoke about repairs for Holland Park.*

*James Lea spoke about taxes, getting spending in check, and Council votes.*

*Nicole Durenberger commented on solar and suggested a cost/benefit analysis.*

*Ken Fonte spoke about tax increases.*

*Leslie Johnson stated that the recurring theme of today's comments are to fix what we have.*

*Wendy Barbosa spoke about growth and supporting healthy growth. Ms. Barbosa asked Council to look at the budget and consider what items we might not need this year.*

*Josh Fabean spoke about taxes and inflation.*

*Vincent Ligouri spoke about the Franchise Fee and that he hasn't heard about any budget cuts.*

*Bruce Stone spoke about increases and taxes.*

*George Summers spoke about people who live in apartments paying different rates than homeowners. Additionally, Mr. Summers spoke about electric vehicles and about earlier comments.*

*John Furlong spoke about earlier public comments and want a forensic audit.*

*Ken Lenning shared that he moved here to get away from traffic and high costs, and taking care of what we have.*

*Dennis McDonald spoke about the budget and the positions of City Manager, Assistant City Manager, and Chief of Staff.*

*Carole Brassfield disagreed with franchise fee and tax and stated that Citizens should be able to vote on any tax increase.*

*Vice Mayor Danko shared comments about the unification seen today. Additionally, Vice Mayor Danko spoke about budget cuts.*

*Council Member Klufas asked for recommendations on the budget cuts.*

*Vice Mayor Danko shared recommendations for cuts and asked Council Member Klufas for budget cut recommendations.*

*Council Member Klufas shared comments about budget cuts and sacrificing current level of service.*

*Council Member Heigher thanked everyone for coming to the meeting and stated that she strongly agreed with Vice Mayor Danko on making cuts to the budget.*

*Mayor Alfin clarified the motion on the floor to explain that the motion is to cap the current millage rate at the rollback rate.*

*Council Member Pontieri responded to the public comment regarding speeding limits to share that it is a strategic action item and shared an update. Council Member Pontieri commented on the splash pad litigation, rollback rate, and proposed cuts.*

*Vice Mayor Danko asked for clarification on Council Member Pontieri's comments.*

*Council Member Pontieri clarified comments on pavement management and the electric franchise fee.*

*Council held a lengthy discussion on proposed budget cuts.*

*Council Member Klufas asked for additional details from Council Member Pontieri on the proposed budget cuts.*

*Council Member Pontieri shared details as requested.*

*Vice Mayor Danko called a roll call vote. The motion passed 3-2.*

**Pass**

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

**Approved - 3 - Mayor David Alfin, Council Member Nick Klufas, Council Member Theresa Pontieri**

**Denied - 2 - Vice Mayor Ed Danko, Council Member Cathy Heigher**

**3. RESOLUTION 2023-65 APPROVING THE NUISANCE ABATEMENT INITIAL ASSESSMENT**

*Attorney Borkert read the title into the record.*

*Barbara Grossman, Code Enforcement Manager, provided a background of the item and shared that there were no changes to the item.*

*Public Comment:  
There were none.*

**Pass**

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

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

**G. ORDINANCES FIRST READ**

**4. ORDINANCE 2023-XX ESTABLISHING THE COQUINA SHORES COMMUNITY DEVELOPMENT DISTRICT (CDD) - APPLICATION NO. 5415**

*Attorney Borkert read the title into the record.*

*Phong Nguyen, Senior Planner, presented the topic to Council. Topics presented included: background of the item, location, staff review by statutes, and next steps.*

*Jere Earlywine, representative from Kutak Rock, was available for a presentation and to answer Council questions.*

*Mayor Alfin shared comments regarding the establishment of a CDD.*

*Council Member Pontieri asked if the plans are ready.*

*Mr. Earlywine shared information in response to Council Member Pontieri regarding zoning and establishing the CDD.*

*Council Member Pontieri discussed alignment of one of the entrances on the west side.*

*A representative of BBX capital, on behalf of the owner, shared information related to access points.*

*Council Member Pontieri wants to be sure this is a priority.*

*Jay Livingston, on behalf of the developer, shared details regarding the plan.*

*Council Member Pontieri instructed City staff to make sure this is a priority when looking at the phases.*

*Mayor Alfin asked Ms. Bevan to make that a priority.*



*Public Comment:  
There were none.*

*Council Member Pontieri shared about the self-sufficiency of Community Development Districts for roads and infrastructure.*

**Pass**

**Motion made to approve on first reading by Vice Mayor Danko and seconded by Council Member Pontieri**

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heighter**

**5. ORDINANCE 2023-XX VOLUNTARY ANNEXATION OF A 330.8 ACRES SOUTH OF FLAGLER COUNTY AIRPORT ON THE NORTH/WEST SIDE OF SEMINOLE WOODS BOULEVARD**

*Attorney Borkert read the title into the record.*

*Ray Tyner, Deputy Chief Development Officer, explained that the applicant had to leave due to time constraints. They requested that this item be moved to the August 1, 2023, meeting.*

*Council concurred to move to time certain.*

**6. ORDINANCE 2023-XX FRANCHISE FEE AGREEMENT WITH FLORIDA POWER & LIGHT (FPL)**

*This item was heard after item F 2.*

*Attorney Borkert read the title into the record.*

*Attorney Borkert shared the requirements to defer the item as discussed by Council members earlier in the meeting.*

*Motion by Vice Mayor, seconded by Council Member Heighter, to defer this item to a later meeting.*

*Mayor Alfin called for a roll call vote. The motion failed.*

*Helena Alves, Director of Financial Services, presented the topic to Council.*

*Topics presented included: a background of the item and Council consideration.*

*Attorney Borkert provided details of the agreement and process of adoption.*

*Vice Mayor Danko asked where the revenues go if this item is approved.*

*Ms. Alves responded that the funds would be unrestricted revenue.*

*Council Member Pontieri provided details on millage and millage history, diversification, proposing electric franchise fee and putting the amount on the ballot in a non-binding referendum. Council Member Pontieri spoke about entering the agreement and waiting to set the amount.*

*Council Member Heighter asked if it is known that this can be put on the ballot.*

*Council Member Pontieri shared information related to the question.*

*Council Member Heighter asked how much it will raise the fees for residents.*

*Council Member Pontieri responded to Council Member Heighter.*

*Council Member Klufas spoke about putting this on a ballot, diversifying revenues, and history of the relationship with FPL.*

*Vice Mayor Danko shared comments and recommended putting this on the ballot.*

*Council Member Pontieri responded to Vice Mayor Danko regarding the millage rate and franchise fee.*

*Public Comment:*

*Mike Martin agreed with diversifying income stream but there's a limit to what residents can afford.*

*Vincent Ligouri spoke about taxes and provided suggestions for increasing taxes. Mr. Ligouri asked Council to please consider the gas tax.*

*Paul Pontorno asked Council to not impose the franchise fee.*

*James Lea spoke about the motion earlier in this meeting and stated that 3 Council members voted to not table to a time when more residents could be here.*

*Bruce Stone encouraged State investigations of the City.*

*Sabina McCauley asked if the City has gone to the State to look for other ways to get money.*

*Mary Phillips spoke about degradation of basic services, opposed to untransparent taxation, and the franchise fee tying hands for any alternate energy. Ms. Phillips asked why the paving fund is not a line in the general fund budget and suggested having builders pay impact fees.*

*Dennis McDonald spoke about gas tax, pavement of roads, referendum vote, and history of the item.*

*Steve Carr was not in favor of the item and shared information regarding health of residents, increase in costs, and the impact to families.*

*Paul Larkin shared concerns and was against the franchise fee. Mr. Larkin asked what the rush is to enter the agreement and what the deadline is.*

*Council Member Pontieri shared a response to the public speaker regarding the deadline.*

*Celia Pugliese encouraged line-item budgeting for roads and looking for the right grants.*

*Ken Fonte shared that he was told that this tax for FPL could be repealed in the end and shared that taxes never go down.*

*Ken Lenning stated that it doesn't make sense to enter a 30-year agreement without knowing what is in it.*

*Carolyn Guggenheim stated that she was frustrated with Council's legislation and attitude. Ms. Guggenheim stated that she has wasted a lot of hours and time sharing her opinion to no avail.*

*Howard Rifkin spoke about cost of living and that he was not opposed to paying taxes for roads, infrastructure, and vital services. Mr. Rifkin shared that he was vehemently against franchise fee increase.*

*No name provided - shared a prayer.*

*Robert MacDonald – spoke about the Council meetings which he attends and commented on the public comments of the meeting. Mr. MacDonald shared that he will respect Council's right to say what they want but reminded Council that they have to listen to the public.*

*Sharon Demers shared expenses and income of an elderly resident.*

*Mike Norris spoke about a local radio show, Friday Free for All and encouraged residents to listen. Additionally, Mr. Norris spoke about gentrification.*

*Paul Vargo asked if property taxes have been reviewed.*

*Paul Pontorno stated that no one wants this tax.*

*Vice Mayor asked what the deadline is for this item.*

*City Manager Bevan shared details.*

*City Attorney Borkert shared the requirement that this needs to be read at two meetings.*

*Mayor Alfin asked if there is a ballot deadline.*

*Attorney Borkert shared the deadline.*

*Vice Mayor Danko asked when answer must be provided to Florida Power & Light.*

*Council Member Pontieri urged Council get ahold of the budget lines.*

*Council Member Pontieri recommended approving the entry now and the option to say no at the next meeting if this item is unable to go to the ballot.*

*Vice Mayor Danko clarified details of Council Member Pontieri's comments and intentions.*

*Council Member Pontieri shared her position.*

*Council Member Klufas shared his position and thanked Council for the posterity on the procedure of this item.*

*Council Member Pontieri made a motion to adopt the franchise agreement, not setting the rate, under the condition that the rate can be put on the ballot as a non-binding referendum in the next general election, and that we will concurrently enter into a Resolution as City Council that states that we will adopt the voted upon rate during the general election and that the monies will be used specifically for current paving, current Palm Coast, and current infrastructure.*

*Council Member Klufas seconded the motion.*

*Attorney Borkert clarified details of the agreement.*

*Vice Mayor Danko asked when the effective date will be.*

*Attorney Borkert shared the effective date of the agreement and discussed procedure for adoption and setting the rate.*

*Mayor Alfin asked if the motion still stands.*

*Vice Mayor Danko discussed the effective date of the agreement, setting the rate for 2024 due to the ballot timeline, and for clarification of the term non-binding.*

*Attorney Borkert asked for clarification of the motion.*

*Council Member Pontieri stated that the motion is that we enter the agreement at the minimum, which is .5%, that would have to be in place for the next fiscal year, we put the rate on the ballot as a non-binding referendum, we concurrently enter into a Resolution as City Council to adopt each General Election what that rate is as determined by the residents and that is the rate going forward.*

*Attorney Borkert and Mayor Alfin asked if the second from Council Member Klufas still stands. Council Member Klufas responded yes.*

*Vice Mayor Danko asked if no can be on the ballot.*

*Council Member Pontieri responded no.*

*Attorney Borkert responded no, not under the current motion.*

*Council Member Heigher clarified the details and made comments.*

*Attorney Borkert provided a response to Council Member Heigher regarding procedure of adoption and details of the agreement.*

*Vice Mayor Danko asked for the cost of putting something on the ballot.*

*Attorney Borkert responded that we would need to get the cost.*

*Mayor Alfin called for a roll call vote.*

*Council then moved to item F3.*

**Pass**

**Motion made to be approved on first reading by Council Member Pontieri and seconded by Council Member Klufas**

**Approved - 3 - Mayor David Alfin, Council Member Nick Klufas, Council Member Theresa Pontieri**

**Denied - 2 - Vice Mayor Ed Danko, Council Member Cathy Heigher**

## **H. ORDINANCES SECOND READ**

### **7. ORDINANCE 2023-06 ADOPTING PROCESSES AND PROCEDURES FOR RECALL, CITIZEN INITIATIVE, AND REFERENDUM, PROVIDING PROCEDURES FOR PETITION AND ORGANIZING A POLITICAL COMMITTEE**

*Attorney Borkert read the title into the record.*

*Attorney Borkert shared that this item was presented to Council and has also come before Council for the first reading.*

*Public Comment:*

*There were none.*

**Pass**

**Motion made to be adopted on second reading by Council Member Pontieri and seconded by Vice Mayor Danko**

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

8. **ORDINANCE 2023-08 AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR 505.6+/- ACRES OF PROPERTY FROM MIXED-USE AND CONSERVATION TO RESIDENTIAL AND CONSERVATION, AND ADDING A SITE SPECIFIC POLICY TO LIMIT DEVELOPMENT ON THE PROPERTY TO 750 DWELLING UNITS**

*Attorney Borkert read the title into the record.*

*Jose Papa, Senior Planner, presented items 8 and 9 together.*

*Topics presented included: background of the item, details of the amendment, findings, and recommendations.*

*Jay Livingston, on behalf of the developer, had a presentation available for Council.*

*Council Member Pontieri asked if this reduces the amount of conservation?*

*Mr. Livingston provided a response on conservation that this increases conservation by about 10 acres.*

*Public Comment:  
There were none.*

**Pass**

**Motion made to be adopted on second reading by Vice Mayor Danko and seconded by Council Member Pontieri**

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

9. **ORDINANCE 2023-07 REZONING COQUINA SHORES MASTER PLAN DEVELOPMENT (MPD) - APPLICATION NO. 5243**

*Attorney Borkert read the title into the record and called for any ex parte communication. There were none.*

*Public comment:  
There were none.*

**Pass**

**Motion made to be adopted on second reading by Council Member Pontieri and seconded by Vice Mayor Danko.**

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

**I. CONSENT**

*Council Member Pontieri asked about an item that was removed.*

*Attorney Borkert shared updates to the Flagler Schools Interlocal Agreement.*

*Public Comment:  
There were none.*

**Pass**

**Motion made to be adopted on consent by Council Member Klufas and seconded by Vice Mayor Danko**

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

- 10. RESOLUTION 2023-69 APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLAGLER COUNTY SCHOOL DISTRICT FOR JOINT USE OF REAL PROPERTY AND FACILITIES AND COORDINATION OF PROGRAMS AND SERVICES**
  
- 11. RESOLUTION 2023-67 APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS RELATING TO THE INITIATIVE/REFERENDUM PROCESSES**
  
- 12. RESOLUTION 2023-70 APPROVING AN AMENDMENT TO THE COMMUNICATIONS SITE LEASE WITH T-MOBILE AT BELLE TERRE PARK**
  
- 13. RESOLUTION 2023-68 APPROVING A CYBERSECURITY GRANT FROM THE STATE OF FLORIDA**
  
- 14. RESOLUTION 2023-66 APPROVING A LAND PURCHASE WITH THE PROPERTY OWNER OF 8 LUDLOW LANE E FOR FUTURE ROADWAY USE**

**J. PUBLIC PARTICIPATION**

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

*There were none.*

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

*There were none.*

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

*There were none.*

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

*City Manager Bevan shared about the sole source purchases.*

*Ms. Bevan encouraged a share of appreciation for our workforce out in the heat.*

**15. REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR JUNE 2023**

**N. ADJOURNMENT**

*This meeting was adjourned at 1:18 p.m.*

*Respectfully submitted by Kaley Cook, CMC, FCRM  
City Clerk*





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

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

*Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heighter  
Council Member Nick Klufas  
Council Member Theresa Pontieri*

---

**Tuesday, July 25, 2023**

**9:00 AM**

**Community Wing**

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**City Staff**

**Denise Bevan, City Manager**

**Neysa Borkert, City Attorney**

**Kaley Cook, 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 9:00 a.m.*

**B PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE**

**C ROLL CALL**

*City Clerk Kaley Cook called the roll. Council Member Heighter and Council Member Klufas were absent.*

**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.

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

*There were none.*

## **E PRESENTATIONS**

### **1 PRESENTATION - PROPRIETARY FUNDS BUDGET**

*Helena Alves, Director of Financial Services, and Gwen Ragsdale, Budget & Procurement Manager, presented the topic to Council.*

*Topics presented included: Presentation Overview, Water & Wastewater Fund Summary, Stormwater Management Fund Summary, Public Works Fund Summary, Building & IT Enterprise Fund Summary, upcoming budget meetings, and where to find additional budget information.*

*Council held discussion on the following topics: Fiscal Year 2023 projection of available funds, staffing cost increase, cost of living increase, annexations and sufficient capacity, water usage, cost of medical insurance, potential savings, impact fee increases, requested Stormwater positions, ad valorem taxes related to Stormwater budgets, certification of competency for companies that provide rate studies, review and modifications to funding mechanisms for Stormwater, request for presentation on alternative weed control mechanisms, question from*

*home builders regarding impact fees, and request for heat map based on line-of-sight based on capacity.*

*Ms. Alves and department directors provided response to Council questions.*

## **F PUBLIC PARTICIPATION**

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

*Gene Dowd spoke about last week's meeting and attacks made on Council Members and City staff. I support Council, and commend City Staff, Positive - City Manager commended staff working out in the heat.*

*Denise Calderwood spoke about lack of community and not taking care of our people.*

*Vice Mayor Danko shared supports to Council Member Heighter.*

*Mayor Alfin shared about a feature that will be written about Council Member Heighter.*

*Council Member Pontieri seconded the sentiments of Vice Mayor Danko and thanked residents for their public comments. Council Member Pontieri asked for everyone to be respectful with comments and work together for the shared goal of keeping costs low and quality of life high.*

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

*Ms. Bevan shared an update on coordination with Florida Power & Light (FPL) following the prior meeting on refining Council's discussion of referendum. Ms. Bevan shared that FPL said that the referendum is not feasible for them and requested direction from Council on whether this item should come back at the August 1, 2023, meeting.*

*Vice Mayor Danko asked what not feasible means.*

*Ms. Bevan shared information from FPL regarding FPL's concerns.*

*Mayor Alfin clarified that the agreement offer, and putting the item on referendum, is not on the table.*

*Council Member Pontieri clarified the statements from FPL.*

*Ms. Bevan agreed to the clarification.*

*Council Member Pontieri asked for consensus to remove this item from the agenda.*

*Mayor Alfin advised City Council of the procedure for this item and the appropriate handling of the motion at the next business meeting on August 1, 2023.*

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

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

*There were none.*

**J ADJOURNMENT**

*This meeting was adjourned at 10:45 a.m.*

*Respectfully submitted by Kaley Cook, CMC, FCRM*

*City Clerk*

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> PROCLAMATION - AUGUST 2023 AS WATER QUALITY MONTH	
<b>Presenter:</b> Mayor and City Council	
<b>Attachments:</b> 1. Proclamation	
<b>Background:</b> The City of Palm Coast would like to proclaim August 2023 as Water Quality Month.	
<b>Recommended Action:</b> PROCLAIM THE MONTH OF AUGUST 2023 AS WATER QUALITY MONTH	



## PROCLAMATION

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, Water Management Districts and the City of Palm Coast are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, the City of Palm Coast has designated August 2023 as Water Quality Month to educate citizens about the importance of water quality and how they can help save our most precious water resources; and

**WHEREAS**, the City of Palm Coast has always encouraged and supported education on water quality and water conservation through various educational programs and special events; and

**WHEREAS**, every business, industry, school, and citizen can make a difference when it comes to conserving water; and

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

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and the City Council of the City of Palm Coast, Florida, that the month of August 2023, be officially designated as:

## WATER QUALITY MONTH

and urge all residents to take steps to understand the complexities of maintaining water quality and help protect our precious resources by practicing water-saving measures and becoming more aware of the need to save water.

**SIGNED** this 1<sup>ST</sup> day of August 2023.

Attest:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Kaley Cook, City Clerk

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

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b> CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> PROCLAMATION - AUGUST 7, 2023, AS PURPLE HEART DAY	
<b>Presenter: Mayor and City Council</b>	
<b>Attachments:</b> 1. Proclamation	
<b>Background:</b> The City of Palm Coast would like to recognize August 7, 2023, as Purple Heart Day.	
<b>Recommended Action:</b> <b>PROCLAIM AUGUST 7, 2023, AS PURPLE HEART DAY</b>	



## PROCLAMATION

**WHEREAS**, the Purple Heart, originally known as the Badge of Military Merit, is an American decoration, the oldest military decoration in the United States still given; and

**WHEREAS**, the Purple Heart was established by General George Washington at Newburgh, New York on August 7, 1782, during the Revolutionary War, as an award for members of the Continental Army; and

**WHEREAS**, it was the first award made available to the common soldier to recognize outstanding valor or merit; and

**WHEREAS**, following nearly 150 years of disuse, the Purple Heart was reestablished by the President of the United States per War Department General Order Number 3, dated February 22, 1932; and

**WHEREAS**, the Purple Heart is a combat decoration awarded to a member of the United States Armed Forces who has been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

**WHEREAS**, there are approximately 1.8 million Purple Heart recipients in our nation's history; and

**WHEREAS**, the City of Palm Coast appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and the City Council of the City of Palm Coast, Florida, that August 7, 2023, be officially designated as:

## PURPLE HEART DAY

and encourage all citizens to show their appreciation for the sacrifices our Purple Heart recipients have made in defending our freedoms, to acknowledge their courage and to show them the honor and support they have earned.

**SIGNED** this 1<sup>ST</sup> day of August 2023.

Attest:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
Kaley Cook, City Clerk

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



# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b> FINANCIAL SERVICES	<b>Amount</b>
<b>Division</b>	<b>Account #</b>
<b>Subject</b> PRESENTATION – UPDATE ON THE FRANCHISE FEE AGREEMENT WITH FLORIDA POWER & LIGHT (FPL)	
<b>Presenter: Neysa Borkert, City Attorney</b>	
<b>Attachments:</b>	
<b>Background:</b>	
<p><b><u>UPDATED BACKGROUND FROM THE JULY 18, 2023, BUSINESS MEETING:</u></b> Attorney Borkert will provide City Council with an update on this item.</p> <p><b><u>UPDATED BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b> City Council received a presentation on this item at their July 11, 2023, Workshop Meeting. The proposed Ordinance is attached to this item for Council's consideration.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b> At the April 25, 2023, Special Budget Workshop, City Council was presented an update on the City Pavement Program funding shortfall. This presentation reviewed funding needs based upon the updated survey that was completed with proposed new revenue options to provide the necessary funding. City Council directed staff to explore new revenue options to maintain the current roadway system condition for arterial and residential roads.</p> <p>At the May 23, 2023, Workshop, staff presented to City Council on fund accounting and revenue source restrictions to prepare for the upcoming Fiscal Year 2024 budget. This presentation reviewed the Electric Franchise Fee option as a revenue source and provided information on the use of projected revenue.</p> <p>At the June 13, 2023, Workshop, City Council directed staff add to the agenda for July 11, 2023, a presentation and discussion on the implementation of the electric franchise fee agreement with Florida Power &amp; Light (FPL).</p> <p>Staff will present to City Council the draft Ordinance for the Electric Franchise Fee Agreement with Florida Power &amp; Light. The effective date of the Ordinance will be October 1, 2023. This Franchise Fee Agreement will provide unrestricted funding for the City.</p>	
<b>Recommended Action:</b>	
<b>PRESENTATION – UPDATE ON THE FRANCHISE FEE AGREEMENT WITH FLORIDA POWER &amp; LIGHT (FPL)</b>	

## City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b>	PUBLIC SAFETY	<b>Amount</b>
<b>Division</b>	FIRE	<b>Account #</b>
<b>Subject:</b> APPOINT ONE MEMBER TO THE VOLUNTEER FIREFIGHTER PENSION BOARD		
<b>Presenter:</b> Kyle Berryhill, Fire Chief		
<b>Attachments:</b>		
<ul style="list-style-type: none"> <li>1. Application - Daniel Hackney</li> <li>2. Application - Robert MacDonald</li> <li>3. Application - Donna Stancel</li> </ul>		
<b>Background:</b>		
<p>The City of Palm Coast Volunteer Firefighters' Pension Fund Board requires City Council to appoint two Board Members. Board Member Robert MacDonald's term expired May 30, 2022. Mr. MacDonald has reapplied and would like to be reappointed. Two other applicants, Mr. Daniel Hackney and Ms. Donna Stancel have applied.</p> <p>The intent of the Board is to serve as the Volunteer Firefighters' Retirement System Plan Administrator and the Trustee of the Fund. In addition, the general administration, management, and responsibility for the proper operation of the system shall be vested in the Board. The Board is responsible for administering the trust fund.</p> <p>Section 175.06, Florida Statutes mandates that the pension plan be administered by a five (5) member Board. Two (2) of the five (5) members are to be appointed by City Council; two (2) are elected by the Volunteer Firefighters and the fifth member is chosen by the majority of the previous four (4) members. Statute sets the term of the office at two (2) years for all members; however, there are no term limits.</p> <p>Staff advertised in the media outlets, as well as posted on the City website and contacted the association members as well. There were four applications received, one did not qualify due to residency requirements.</p> <p>Applications were received from Daniel Hackney, Robert MacDonald, and Donna Stancel. Background checks were conducted and are available in the Human Resources office for Council's review.</p>		
<b>Recommended Action:</b>		
<b>APPOINT ONE MEMBER TO THE VOLUNTEER FIREFIGHTER PENSION BOARD</b>		



## 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 checked="" 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

### 1. PERSONAL

Name: Daniel Hackney      E-mail address: DHackney@iaff4807.org

Residence Address: \_\_\_\_\_ District #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: Fort Lauderdale, Florida

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
		07/2020	Present
		07/2018	07/2020
		01/2017	07/2018

Are you a registered voter in Flagler County?  Yes  No  
 Have you ever used or been known by any other legal name?  Yes  No  
 If yes, explain: \_\_\_\_\_

Are you a citizen of the United States?  Yes  No  
 If no, explain: \_\_\_\_\_

If you are a naturalized citizen of the United States, date of naturalization: \_\_\_\_\_

**2. EMPLOYMENT HISTORY** (A résumé may be attached at the option of the applicant) (If retired, please still list your previous occupation and employment history.)

If retired, please list your occupation before retirement: \_\_\_\_\_

Occupation: Fire Lieutenant Current Employer: City of Palm Coas

Current Business Address: 160 Lake Avenue

<u>Palm Coast</u>	<u>FL</u>	<u>32164</u>	<u>386-986-2300</u>
<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone #</u>

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>

Have you ever been employed by any state, district, or local governmental agency in Florida?  Yes  No  
 If yes, identify the position(s), the name(s) of the employing agency and the period of employment.

<u>Position</u>	<u>Employee Agency</u>	<u>Period of Employment</u>
<u>Fire Lieutenant</u>	<u>Palm Coast Fire Department</u>	<u>2015-Present</u>

**3. EDUCATION**

High School: Western High School Year Graduated: 2008  
Name & Location

<u>Name &amp; Location</u>	<u>Dates Attended</u>	<u>Certificate/Degrees Received</u>
<u>Coral Springs Fire Academy</u>	<u>2009</u>	<u>Firefighter</u>
<u>Broward College</u>	<u>2012</u>	<u>EMT &amp; Paramedic</u>
<u>Daytona State College</u>	<u>2017-2020</u>	<u>Associates Degree</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)

Palm Coast Professional Firefighters Local 4807, Vice President

**6. QUALIFICATIONS FOR APPOINTMENT**

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

I have served as Vice President of the Palm Coast Professional Firefighters in which I have extensively researched and become extremely familiar with Chapter 175 Pensions. I have been working with the City on Firefighter Pension since 2021; in which I have become very familiar with the Florida Firefighter Municipal Pension/ Florida Statute Chapter 175.

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

Fire Lieutenant with the City of Palm Coast Fire Department

Have you ever been elected or appointed to any public office? If yes, list below:  Yes  No

<u>Office Title</u>	<u>Date of Election or Appointment</u>	<u>Term of Office</u>	<u>Level of Government</u>

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment?  Yes  No If yes, explain below:

Name of Business

Relationship to the Business

Business Relationship to Agency

Palm Coast Professional Firefighters Local 4807 Vice President Firefighter Collective Bargaining Unit

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 experience with researching and working on CBA regarding Firefighter Pension allows me to be knowledgeable in Florida Statute Chapter 175 as well as the application of the Florida Firefighter Municipal Pension

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

My responsibility is to act as a steward of public trust on behalf of the City of Palm Coast.

The relationship is to carry out the duties of executing the volunteer firefighter pension as outlined through the Palm Coast City Ordinance, that was passed by the City Council.

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

Name, Address & Telephone Number

Name, Address & Telephone Number

Name, Address & Telephone Number

## 8. ACKNOWLEDGMENT

*If required by law, will you file a financial disclosure statement?*

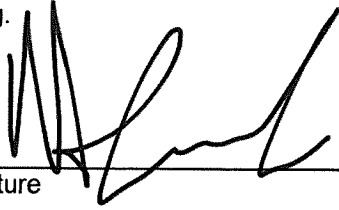
Yes

No

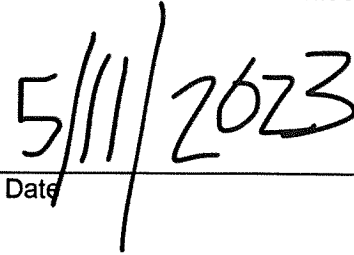
I understand the responsibilities associated with being a member of a City Board or Committee and that I may be subject to financial disclosure laws and ex parte communications rules and that I will be subject to the Code of Ethics for Public Officers and Employees and City rules of conduct.

I certify that I have adequate time to serve if appointed and that I will serve in accordance with the requirements of the Board or Committee to which I am appointed.

Further, by executing this application below, I am authorizing City staff to perform a personal background screening, which shall include a general criminal records check and other checks relative to the board or committee for which I am applying.



Signature



Date

**NOTE:** If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact the City Clerk's Office.

**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 type="checkbox"/> Planning & Land Development Regulation Board* ♣
<input type="checkbox"/> Code Enforcement Board *	<input checked="" 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: ROBERT MACDONALD      E-mail address \_\_\_\_\_

Residence Address: \_\_\_\_\_      District # \_\_\_\_\_

City: \_\_\_\_\_      State: \_\_\_\_\_      Zip: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_      Business Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_      Place of Birth: Jersey City

How long have you been a permanent resident of Palm Coast? 7 1/2 yrs

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

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: CUSTOMER SERVICE Current Employer: Publix  
 Current Business Address: 800 Belle Terre Hwy  
PALM BEACH FL 32664  
 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: W-PHS 258 HACK ST Year Graduated: 1971  
 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: \_\_\_\_\_

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? Volunteer FIRE PENSION Bd

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) None

6. QUALIFICATIONS FOR APPOINTMENT

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

Volunteer FIREMAN 1972-

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below:  Yes  No

\_\_\_\_\_

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

\_\_\_\_\_

Have you ever been elected or appointed to any public office? If yes, list below:  Yes  No

Office Title Date of Election or Appointment Term of Office Level of Government

\_\_\_\_\_

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment?  Yes  No If yes, explain below:

<u>Name of Business</u>	<u>Relationship to the Business</u>	<u>Business Relationship to Agency</u>

How do you believe that your education, experience, talents and skills will benefit the work of the Board or Committee and are you willing to act as a decision maker and not as an advocate, if required by law?

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

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

ROBERT THOMASEY -  
Name, Address & Telephone Number

RALPH YEARWOOD  
Name, Address & Telephone Number

JEFF RATHBURN  
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.

Robert Mace Donato  
Signature

5/23/23  
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)

**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 type="checkbox"/> Planning & Land Development Regulation Board * ** ♠
<input type="checkbox"/> Code Enforcement Board *	<input checked="" type="checkbox"/> Volunteer Firefighters' Pension Fund Board *
<input type="checkbox"/> Citizen's Advisory Committee	<input type="checkbox"/> Bicycle and Pedestrian 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	

\* 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.

\*\* Appointees will also serve on the Citizens' Advisory Task Force

♠ 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: Donna M. Stancel      E-mail address: donna.m.lamb@msn.com  
 Residence Address: 3 Smoke Candle Pl      District # 3  
 City: Palm Coast      State: FL      Zip: 32164  
 Mailing Address (if Different from Residence): \_\_\_\_\_  
 Home Phone 314-322-6130      Business Phone: \_\_\_\_\_  
 Date of Birth: 2-13-1951      Place of Birth: St. Louis, MO  
 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? 2021

List all places of residence for the last five years.

Address	City & State	From	To
<u>26059 DORRY ST</u>	<u>WARRENTON, OR</u>	<u>2017</u>	<u>2021</u>
<u>16195 Old Jamestown Rd,</u>	<u>FLORISSANT, MO</u>	<u>1999</u>	<u>2017</u>


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: Donna M Colvin (Maiden)  
Donna M. Lamb (MARRIAGE)  
Donna M. Easterday (MARRIAGE)

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 (PART-TIME AGENT)  
Occupation: Life, Health + Annuity AGENT Current Employer: 360-FINANCIAL GROUP  
Current Business Address: \_\_\_\_\_  
St. Louis, Mo 314-821-0852  
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>See Resume</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: Hazelwood High School  
Hazelwood, Mo Year Graduated: 1969  
Name & Location

List postsecondary educational institutions or programs attended:

Name & Location	Dates Attended	Certificate/Degrees Received
<u>Webster Univ, Webster, Mo</u>	<u>5/76-5/87</u>	<u>BA MANAGEMENT (MINOR ACCOUNTING)</u>
<u>Webster Univ, Webster, Mo</u>	<u>5/99-5/01</u>	<u>BS Computer Science</u>

**Donna M. Lamb Stancel**  
3 Smoke Candle Pl, Palm Coast, FL 32164  
Cell Phone: 314-322-6130  
Email: donnamlamb@msn.com

**SUMMARY:**

Dedicated, highly innovative professional with 17+ years of experience in application development and business practices, with a strong background in Microsoft Access and Excel macros and coding. Maintains high level of service satisfaction with both internal and external customers, with a flair for keeping customers satisfied. Recognized abilities in analysis and problem-solving, with strong attention to detail and accuracy. Accomplished in meeting deadlines, working well under pressure, and multi-tasking. Experienced in working independently, or as valued team member.

**PROFESSIONAL EXPERIENCE:**

**Semi-Retired** **8/2019 – Present**

**Edward Jones (Contractor)** **11/2016 – 7/2019**  
**Analyst – JonesLink**

Worked with JonesLink team to develop Microsoft Excel applications to support JonesLink data analysis for website search feedback statistics. Personally worked to help streamline processes in the department by spearheading the implementation of task scheduling. In the past, the department depended heavily on humans to perform routine “button-push” tasks. Worked to identify solutions and set up jobs to eliminate the need for human interaction. Developed a number of applications to read web page metadata for web page usage analysis.

**Wells Fargo Advisors (Contractor)** **8/2015 – 11/2016**  
**Programmer**

Worked with the Mutual Funds business unit to assist in the analysis for the breakup of numerous Microsoft Access tertiary joined applications into stand-alone applications, with the goal to enable individual teams to become self-reliant. Provided support to Mutual Fund business unit teams when troubleshooting was necessary to solve problems encountered in applications. Worked directly with Wells Fargo Brokerage Data Warehouse (BDW) and SQL Server to extract data for reporting purposes.

**Emerson Electric (Contractor)** **3/2013 – 8/2015**  
**Technical Applications Administrator**

Worked closely with customers, team members, and management to ensure that projects and solutions addressed the needs of the company in the most efficient manner. Responsible for all aspects of development including time estimation, requirement gatherings, design, development and deployment.

- Successfully assisted in the migration of existing applications, websites, and databases from Windows Server 2003 to Windows Server 2008 and supported Windows Admin teams during server patch operations.
- Converted and enhanced existing Access database applications from Office 2003/2007 to Office 2010, and developed several new systems using Access and Excel and VBA.
- Created documentation for multiple applications, such as user manuals, technical manuals, and installations guides using Microsoft Word and Excel.
- Created SharePoint sites and Nintex forms for lists within those sites
- Successfully updated CA Clarity enterprise-wide application through several iterations of upgrades, including implementation of Business Objects reporting integration.
- Supported Tax Department with software installations, user support, disaster recovery drill, and application troubleshooting.
- Worked with third-party software vendors to resolve application issues.
- Used SQL Server Management Studio to query information as necessary for customers to create reports, and back-up and restore databases when needed.
- Supported various software user client groups with software installations, problem solving, and general support issues.
- Created original, and updated existing Access and Excel applications using Visual Basic for Applications.
- Assisted in the creation of some C# ASP.Net pages in one web application.
- Performed metrics reporting on various projects, and their progressions.

**Bryan Cave Law Firm**

**6/2012 – 3/2013**

**Web Content & Document Assembly Coordinator**

Trainer and marketing representative for HotDocs Document Assembly software. Work with in-house personnel to teach them how to create automated documents using this software.

**Distribution Management, Inc.  
Programmer/Developer**

**1/2012 – 4/2012**

Application developer for in-house application using VB.NET. Worked in SQL Server Management Studio to create stored procedures and queries.

**Federal Reserve Bank of St. Louis  
Sr. Programmer/Analyst (2002 – 2011)**

**10/2000-12/2011**

Application development for the U.S. Treasury Department using Microsoft Excel and Access, creating VBA applications to perform high-profile Treasury functions. Some web development using Java, JavaScript, Oracle PL/SQL stored procedure development for a U.S. Treasury applications.

- One of a team of recipients for “2010 President’s Award for Innovation” for the Term Deposit Facility program used by the U.S Treasury, developed in Microsoft Access and VBA.
- Developed and supported the Treasury’s high-profile “REPO” application using Microsoft Excel and VBA for distributing funds to major financial institutions.
- Developed and supported the high-profile Treasury’s “Term Investment Option” application developed in Microsoft Excel and VBA used for auctioning funds to major financial institutions.



- Created an automated solution for Treasury Relations and System Support's "Collateral Management" report. Monthly manual process of three days each month reduced down to a processing time of less than 10 minutes.
- Worked independently to analyze and create an automated solution for converting spreadsheets containing thousands of addressees, using Microsoft Access, into a generic letter mail merge application that converted each name on that list into a Lotus Notes email using LotusScript.
- Participated in a work group to design a web application for planning and prioritizing IT annual projects planning Bank-wide.
- Developed a solution for the Atlanta and Minneapolis Reserve Banks in a cross-Reserve effort for ACH voucher handling that improved an application they were using that no longer functioned efficiently. Sought out by Atlanta Reserve Bank exclusively for specific programming skills in Microsoft Access and VBA. Implemented new system using SQL Server back-end and Access front-end.
- Worked on Fiscal Projection System team to develop pieces of that project, including writing and consuming stored procedures and queries via an Excel front-end application.
- Worked independently to analyze and create a number of ad hoc projects.
- Created tracking tools for a number of web development projects.
- Created Quickr document library for the TRASS IT Departments' Process Asset Library (PAL) in conjunction with the department's CMMI Certification.
- Developed web pages for various Treasury applications using Java, JavaScript, PL/SQL, and VBScript, with interfaces to Oracle, DB2, and SQL Server databases and Microsoft Excel.
- Participated in the development team for the Treasury's "Fiscal Projection System" using SQL Server, SQL Server stored procedures, and Microsoft Excel and VBA.

### **Federal Reserve Bank of St. Louis**

#### **MIS Analyst (2000 – 2002)**

Responsible for maintenance and improvement of the Bank's Forecasting Application built to forecast budgeting and forecasting of check clearing pricing for the Eighth District.

- Presented the improved application to representatives from all twelve Federal Reserve Districts.
- Improved the application to such an extent that it was adopted for use by seven of the twelve Federal Reserve districts around the country.

### **EDUCATION:**

- Bachelor of Science in Computer Science, Webster University 2001.  
Received Departmental Honors
- Bachelor of Arts in Management 1987  
Major in Business Administration  
Minor in Accounting
- Additional Training at St. Louis Community College  
Oracle, Oracle Database Administration, PL/SQL  
Web Development  
HTML
- Additional Training at UMSL Continuing Education Department  
pHp Web Development (used to create personal web site)

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)

Chamber of Commerce S. DAYTON / PORT ORANGE (JUST JOINED)

6. QUALIFICATIONS FOR APPOINTMENT

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

SPENT 24 YEARS AS A PROGRAMMER ANALYST FOR  
FEDERAL RESERVE, EMERSON ELECTRIC, WELLS FARGO,  
AND EDWARD JONE.

Have you received any degree(s), professional certification(s), or designation(s) related to the subject matter of this appointment? If yes, list below:  Yes  No

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

Have you ever been elected or appointed to any public office? If yes, list below:  Yes  No

Office Title                      Date of Election or Appointment              Term of Office              Level of Government

Have you or a business of which you have been an owner, officer, or employee, held any contractual or other direct dealings during the last four (4) years with City government, including the office or agency to which you have been appointed or are seeking appointment?  Yes  No If yes, explain below:

Name of Business                      Relationship to the Business                      Business Relationship to Agency

Have you held or do you hold any occupational or professional licenses(s) in the State of Florida?  Yes  No  
If yes, provide the information below. If any disciplinary action (fine, probation, suspension, revocation, disbarment, etc.) has been taken against you by the issuing authority, state the type and date of this action.

License/certificate Title & No.      Original Date of Issuance      Issuing Authority      Disciplinary Action/Date

See Attached License

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?

Yes

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

The Board oversees the various affairs of the City of Palm Coast Volunteer Firefighters Pension Fund Plan.

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

Bill & MARGE PERSON, 70 Sea TRAIL, Palm Coast, FL 32164 913-214-4606  
Name, Address & Telephone Number

DONALD <sup>BROWN</sup> Ellen Bell, 12 Smith TRAIL, Palm Coast, FL 32164 479-233-1570  
Name, Address & Telephone Number

SAM & Linda Toliver, 1 Smoke Candle Pl, Palm Coast, FL 32164 917-496-1221  
Name, Address & Telephone Number

# FLORIDA DEPARTMENT OF FINANCIAL SERVICES

***DONNA M LAMB***

***License Number : W669536***

## **Non Resident Insurance License**

- 0814 - NONRES LIFE & VARIABLE ANNUITY
- 0840 - NONRESIDENT HEALTH

## **Issue Date**

08/15/2020

08/15/2020

**NOTICE** - This non-resident license is limited to the classes of insurance reflected above and is further limited to **ONLY** those classes of insurance for which you are licensed in your home state.

### **Please Note:**

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis  
Chief Financial Officer  
State of Florida

**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.

Donna M Stancel  
Signature

5/31/2022  
Date

**NOTE:** If you have questions concerning the duties and responsibilities of any of the above Boards or Committees please contact Virginia Smith.

**RETURN TO:** Virginia Smith  
City of Palm Coast  
160 Lake Ave.  
Palm Coast, Florida 32164

**PHONE:** 386-986-2570  
**EMAIL:** [vsmith@palmcoastgov.com](mailto:vsmith@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 Virginia Smith and request reconsideration.*

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2023-XX ESTABLISHING THE COQUINA SHORES COMMUNITY DEVELOPMENT DISTRICT (CDD) - APPLICATION NO. 5415	
<b>Presenter: Phong Nguyen, Senior Planner</b>		
<b>Attachments:</b> 1. Ordinance		
<b>Background:</b>  <p><b><u>UPDATED BACKGROUND FROM THE JULY 18, 2023, BUSINESS MEETING:</u></b>            City Council heard the first reading of this item at their July 18, 2023, Business Meeting. There have been no changes to this item. All supporting documentation is available for review within the Community Development Department.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE JULY 18, 2023, BUSINESS MEETING:</u></b></p> <p><b>This is a legislative item.</b></p> <p>In April 2023, JX Palm Coast Land, LLC (Petitioner) submitted a petition to establish the Coquina Shores Community Development District (CDD) which is primarily a mechanism for funding the significant costs of providing infrastructure for a large residential community. In this case, the applicant estimates there would be 650 residential units. The proposed Coquina Shores CDD is located entirely within the City of Palm Coast, Florida, and comprises approximately 505.62 acres of land. The site is generally located north of State Road 100, and east of Interstate 95. The proposed CDD is designed to provide community infrastructure, stormwater, services, and facilities along with public facility operation and maintenance to the proposed CDD.</p> <p>The intent to establish a CDD is to encourage a strong commitment to capital facilities planning, management, and financing to ensure the provision of adequate capital infrastructure to serve projected growth without overburdening the general taxpayer. The establishment of the CDD does not obligate the City of Palm Coast to ownership, operation, or maintenance of any infrastructure. Nothing in the Petition shall be construed as an affirmative acceptance by the City Council of the City of Palm Coast of improvements or acceptance of operation and maintenance obligations.</p> <p>Florida Statutes Chapter 190 – Community Development Districts, sets forth the standards for a CDD and more specifically Section 190.005 provides the standards for a local government to adopt an ordinance establishing a CDD. The following six factors are to be used by the City in</p>		

determining if the City Council will grant or deny the CDD petition:

1. Whether all the statements within the petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the State's comprehensive plan or of the City's comprehensive plan.
3. Whether the land area within the proposed district is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering CDD services and facilities for the project.
5. Whether the CDD services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special district government.

A CDD is a special purpose unit of government that is utilized to acquire, finance, operate, and maintain the infrastructure within a large, planned development. A key advantage for the developer is that low-cost financing can be obtained by issuing tax-exempt bonds to finance the infrastructure improvements. The City or County approving such ordinance establishing the CDD is not a party to the financing and does not incur any obligation for this infrastructure debt.

Once the infrastructure is completed, the CDD is managed by a 5-member Board of Supervisors. Florida law requires the Board of Supervisors to operate under public record laws and provide annual audits. Additionally, Florida laws require that potential property owners within the CDD be notified upfront in writing of the infrastructure costs and annual payments associated with the applicable property. These payments would be made to the Flagler County Tax Collector's office as an assessment.

Public Participation: Newspaper ads will run approximately two weeks prior to each of the two City Council public hearings. The applicant is also required to run four consecutive weekly newspaper ads advising the public of the second City Council public hearing.

**Recommended Action:**  
**ADOPT ORDINANCE 2023-XX ESTABLISHING THE COQUINA SHORES COMMUNITY DEVELOPMENT DISTRICT (CDD) - APPLICATION NO. 5415**

**ORDINANCE 2023-\_\_**  
**ESTABLISHING THE COQUINA SHORES**  
**COMMUNITY DEVELOPMENT DISTRICT (CDD) -**  
**APPLICATION NO. 5415**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, ESTABLISHING THE COQUINA SHORES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING THE INITIAL BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

**WHEREAS**, the JX Palm Coast Land, LLC (“**Petitioner**”) has petitioned the City Council for the City of Palm Coast, Florida (“**City**”) to adopt an ordinance establishing the boundaries of the Coquina Shores Community Development District (“**District**”) pursuant to Chapter 190, *Florida Statutes* on land Petitioner owns, and granting certain special powers; and

**WHEREAS**, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the *Petition to Establish the Coquina Shores Community Development District* (“**Petition**”) are true and correct; and

**WHEREAS**, the City has considered and finds that the establishment of 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 is consistent with the state comprehensive plan and the City Comprehensive Plan; 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, BE IT ORDAINED BY THE CITY COUNCIL OF PALM COAST, FLORIDA, THAT THE DISTRICT IS HEREBY ESTABLISHED AS FOLLOWS:**

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

**SECTION 2. AUTHORITY.** This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes* (2022).

**SECTION 3. DISTRICT NAME.** There is hereby created a community development district situated entirely within incorporated Palm Coast, Florida, which District shall be known as the “Coquina Shores Community Development District.”

**SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT.** The external boundaries of the District are described in Exhibit A attached hereto, and consist of 505.62 acres.

**SECTION 5. FUNCTIONS AND POWERS.** The powers and functions of the District are described in Chapter 190, *Florida Statutes* (2022), as may amended from time to time. The Charter of the District shall be 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*. The District will not have or exercise any zoning or development permitting powers governing land development or the use of land as provided in Fla. Stat. 190.002(3).

**SECTION 6. BOARD OF SUPERVISORS.** The five persons designated to serve as initial members of the District’s Board of Supervisors are: Blaz Kovacic, Aaron Lyman, Danielle

Simpson, Joseph Wright, and Christopher Hill. All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

**SECTION 7. 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 8. 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 9. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 10. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**APPROVED** on First Reading the 18<sup>th</sup> day of July 2023.

**ADOPTED** on Second Reading after due public notice and hearing this 1<sup>st</sup> day of August 2023.

ATTEST:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
KALEY COOK, CITY CLERK

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

APPROVED AS TO FORM AND LEGALITY

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

Attachments: Exhibit A - Legal Description



BEING A PART OF SECTIONS 4, PART OF FR'S PELLIECER GRANT (SECTION 39) AND A PART OF McDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT MONUMENT RIGHT-OF-WAY) AND THE NORTH RIGHT- OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 87°48'45" E ALONG THE NORTH RIGHT- OF-WAY LINE OF SAID STATE ROAD 100 FOR A DISTANCE OF 79.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 02°11'15" W FOR A DISTANCE OF 24.00 FEET; THENCE N 87°48'45" E PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 869.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE APPROXIMATE UPLAND SIDE OF A WETLAND: THENCE N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.32 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE N 26°35'32" W A DISTANCE OF 224.76 FEET; THENCE N 65°34'07" W A DISTANCE OF 157.70 FEET; THENCE N 18°34'47" W A DISTANCE OF 91.65 FEET; THENCE N 30°06'23" E A DISTANCE OF 95.79 FEET; THENCE N 06°54'53" E A DISTANCE OF 83.87 FEET; THENCE N 79°48'42" W A DISTANCE OF 77.16 FEET; THENCE S 30°41'18" W A DISTANCE OF 128.85 FEET; THENCE N 41°09'52" W A DISTANCE OF 114.68 FEET; THENCE N 81°43'42" W A DISTANCE OF 111.79 FEET; THENCE S 33°16'58" W A DISTANCE OF 136.88 FEET; THENCE S 52°56'28" W A DISTANCE OF 140.60 FEET; THENCE N 84°49'42" W A DISTANCE OF 99.96 FEET; THENCE S 88°03'03" W A DISTANCE OF 86.69 FEET; THENCE N 38°47'49" W A DISTANCE OF 81.75 FEET TO THE CENTER LINE OF A 80 FOOT WIDE DRAINAGE CANAL; THENCE CONTINUE ALONG THE SAID UPLAND LINE N 27°25'56" W A DISTANCE OF 133.41 FEET; THENCE N 04°07'27" E A DISTANCE OF 81.48 FEET; THENCE N 50°42'03" W A DISTANCE OF 157.13 FEET; THENCE N 01°39'23" W A DISTANCE OF 98.02 FEET; THENCE N 32°50'53" W A DISTANCE OF 129.71 FEET; THENCE N 02°23'08" W A DISTANCE OF 103.99 FEET; THENCE N 33°50'27" E A DISTANCE OF 103.26 FEET; THENCE N 18°43'17" E A

DISTANCE OF 160.81 FEET; THENCE N 08°59'48" W A DISTANCE OF 171.58 FEET; THENCE N 18°32'08" E A DISTANCE OF 140.89 FEET; THENCE N 14°10'27" E A DISTANCE OF 67.04 FEET; THENCE N 23°02'47" E A DISTANCE OF 126.55 FEET; THENCE N 04°37'18" W A DISTANCE OF 175.86 FEET; THENCE N 09°55' 07" E A DISTANCE OF 86.88 FEET; THENCE N 28°22'13" W A DISTANCE OF 124.61 FEET; THENCE N 00°05'23" W A DISTANCE OF 132.20 FEET; THENCE N 43°09'03" W A DISTANCE OF 75.27 FEET; THENCE N 26°41'18" W A DISTANCE OF 160.08 FEET; THENCE N 83°43'28" W A DISTANCE OF 87.39 FEET; THENCE N 21°56'06" W A DISTANCE OF 135.18 FEET; THENCE N 51°59'56" W A DISTANCE OF 182.12 FEET; THENCE N 25°41'41" E A DISTANCE OF 150.53 FEET; THENCE N 33°14'47" W A DISTANCE OF 42.82 FEET TO THE CENTER LINE OF AN 80 FOOT WIDE DRAINAGE CANAL; THENCE N 80°19'59" W LEAVING SAID UPLAND TO WETLANDS A DISTANCE OF 414.03 FEET; THENCE N 24°04'58" W A DISTANCE OF 3025.22 FEET; THENCE N 38°41'25" W A DISTANCE OF 281.36 FEET; THENCE N 30°11'46" W A DISTANCE OF 425.92 FEET; THENCE N 11°45'58" W ALONG THE MONUMENTED EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 199.95 FEET TO A POINT ON THE SOUTH LINE OF LEHIGH ROAD; THENCE N 89°15'49" E ALONG THE SOUTH LINE OF LEHIGH ROAD A DISTANCE OF 2153.65 FEET TO A POINT OF CURVE CONCAVE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 86°20'19", A CHORD BEARING OF S 47°34'01" E, A CHORD DISTANCE OF 615.74 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 678.10 FEET TO THE TANGENT THEREOF; THENCE S 04°23'52" E A DISTANCE OF 221.47 FEET; THENCE N 85°36'08" E FOR A DISTANCE OF 60.00 FEET; THENCE N 04°23'52" W A DISTANCE OF 160.04 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 93°39'41", A CHORD BEARING OF N 42°25'58" E, A CHORD DISTANCE OF 656.40 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 735.61 FEET TO A POINT ON THE SOUTH LINE OF SAID LEHIGH ROAD; THENCE N 89°15'49" E, A DISTANCE OF 457.56 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LEHIGH ROAD S 20°54'58" E FOR A DISTANCE OF 2024.75 FEET; THENCE S 18°25'23" E FOR A DISTANCE OF 5894.57 FEET TO A POINT THAT IS 24.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 AS PREVIOUSLY STATED; THENCE S 87°48'45" W ALONG A LINE THAT IS PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 FOR A DISTANCE OF 1959.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MASONIC CEMETERY WITH EASEMENT AS SET FORTH IN DEED BOOK 30, PAGE 201 AND DEED BOOK 32, PAGE 15, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

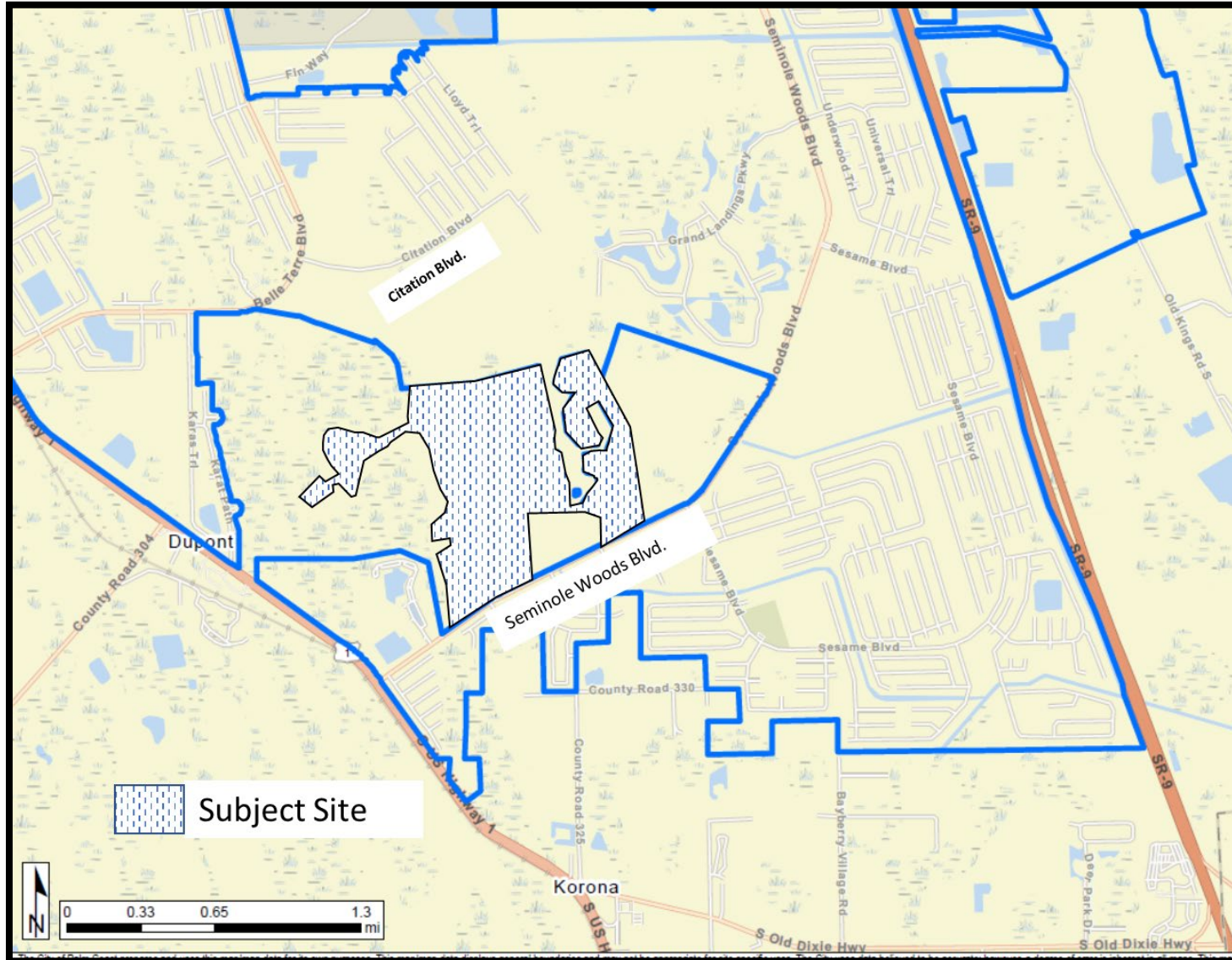
<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2023-XX VOLUNTARY ANNEXATION OF 330.8 ACRES SOUTH OF FLAGLER COUNTY AIRPORT ON THE NORTH/WEST SIDE OF SEMINOLE WOODS BOULEVARD	
<b>Presenter: Jose Papa, AICP, Senior Planner</b>		
<b>Attachments:</b>		
<ol style="list-style-type: none"> <li>1. PowerPoint Presentation</li> <li>2. Ordinance</li> <li>3. Site Map</li> </ol>		
<b>Background:</b>		
<p><b>This is a quasi-judicial item, please disclose any ex parte communication.</b></p> <p><b><u>UPDATED BACKGROUND FROM THE JULY 18, 2023, BUSINESS MEETING:</u></b>            This item was scheduled for the July 18, 2023, business meeting. Due to time constraints, representatives for the project asked for the item to be rescheduled to the August 1, 2023, Business Meeting. There have been no changes to this item.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE JULY 18, 2023, BUSINESS MEETING:</u></b>            Property Owner, Byrndog PCP, LLC has filed a petition to voluntarily annex real property into the City of Palm Coast municipal boundaries.</p> <p>The subject parcel is approximately 330.8 acres, and is generally located south of the Flagler County Airport on the north/west side of Seminole Woods Blvd.</p> <p>The annexation of the subject property is being accomplished in accordance with Florida Statutes, Chapter 171. The proposed annexation meets the criteria set forth in Subsection 171.043, Florida Statutes regarding the character of the area to be annexed:</p> <ul style="list-style-type: none"> <li>• The property’s boundary is contiguous to the City’s existing boundary.</li> <li>• The property is reasonably compact, and is not part of another incorporated municipality and will be used for urban purposes.</li> <li>• The proposed annexation will not create an enclave.</li> </ul> <p>Additionally, the subject area is within the Palm Coast Service Area for water and sewer services, and per Ordinance 2003-23 and 2007-03, is required to annex in order to receive utility service from the City.</p>		
<b>Recommended Action:</b>		
<b>STAFF FINDS THE ANNEXATION REQUEST MEETS THE STATUTORY REQUIREMENTS FOR A VOLUNTARY ANNEXATION</b>		

# VOLUNTARY ANNEXATION

Byrndog PCP, LLC  
Cascades

City Council  
August 1, 2023

# Background



- 330.8+/- acre site  
3.0 miles south of  
State Road 100 on  
the westside of  
Seminole Woods  
Blvd.
- Vacant



# Voluntary Annexation

Florida Statutes – Chapter 171.044

*(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

Finding: the subject area is contiguous on its northern and southern property line to the City of Palm Coast municipal boundary, and the property is reasonably compact.

# Voluntary Annexation

Florida Statutes – Chapter 171.044

*(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.*

Finding: the annexation of the property does not create an enclave (i.e., a municipal parcel or area does not become enclosed within the boundaries of the City of Palm Coast).

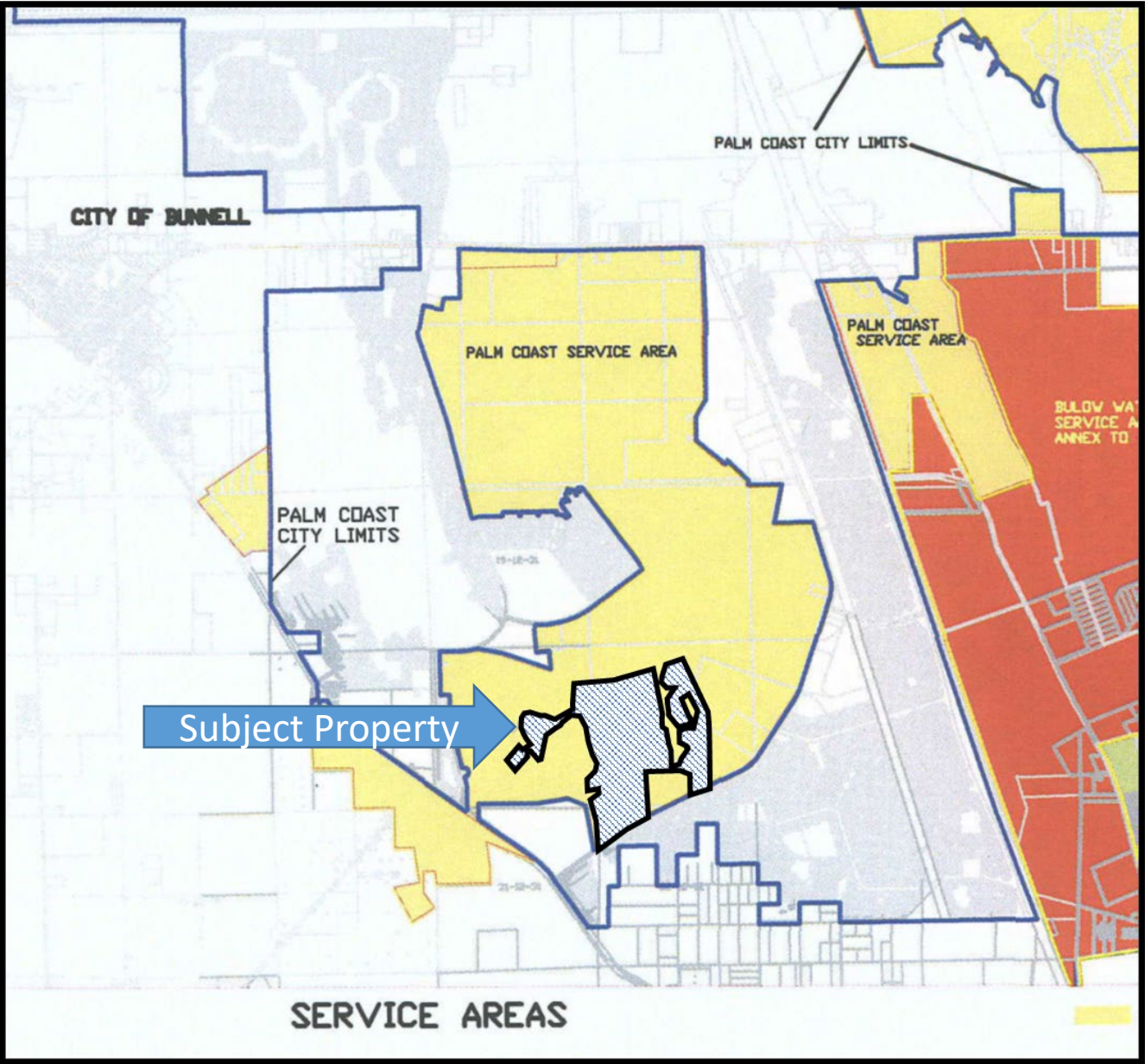
# Voluntary Annexation

Ordinance 2003-23, Section 3(e) & 2007-03

*Section 3(e) – Policy to require annexation as a condition to receive utility service. Area required to annex is clarified by Settlement Agreement.*

Finding: the subject area is within the city's utility service area.

# Voluntary Annexation



# Conclusion

Staff finds that the petition from Byrndog PCP, LLC to annex an approximately 330.8 acre area meets the criteria established in Florida Statutes Chapter 171.044 Voluntary Annexation.

Additionally, the subject area is required to annex in order to receive utility service from the City.

# Next Steps

- Future Land Use Map Amendment
- Zoning Map Amendment
- Subdivision Master Plan/Site Plan
- Platting Process

# Questions?

**ORDINANCE 2023-\_\_\_\_\_**  
**ANNEXATION OF THE CASCADES - APPLICATION NO. 5108**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF PALM COAST; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 330.81 ACRES OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

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

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

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

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

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



the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Palm Coast, see the affidavit of publication, attached hereto and incorporated herein as Exhibit “C”; and

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

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

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

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

**SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.**

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

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

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

(d) The City Council of the City of Palm Coast has applied the laws of the State of Florida, Chapter 171, *Florida Statutes*, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further, in compliance with Section 171.044, *Florida Statutes*, the City of Palm Coast published the notice of annexation in the Palm Coast News Tribune once each week

for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C.”

(e) The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

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

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

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

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

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

**SECTION 5. EFFECT ON BUSINESSES AND OCCUPATIONS.** All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Palm Coast, as revised, upon the securing of a valid business tax receipt from

the City of Palm Coast, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

**SECTION 6. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

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

**APPROVED** on First Reading the 1<sup>st</sup> day of August 2023.

**ADOPTED** on Second Reading after due public notice and public hearing this 15<sup>th</sup> day of August 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

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

APPROVED AS TO FORM AND LEGALITY:

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

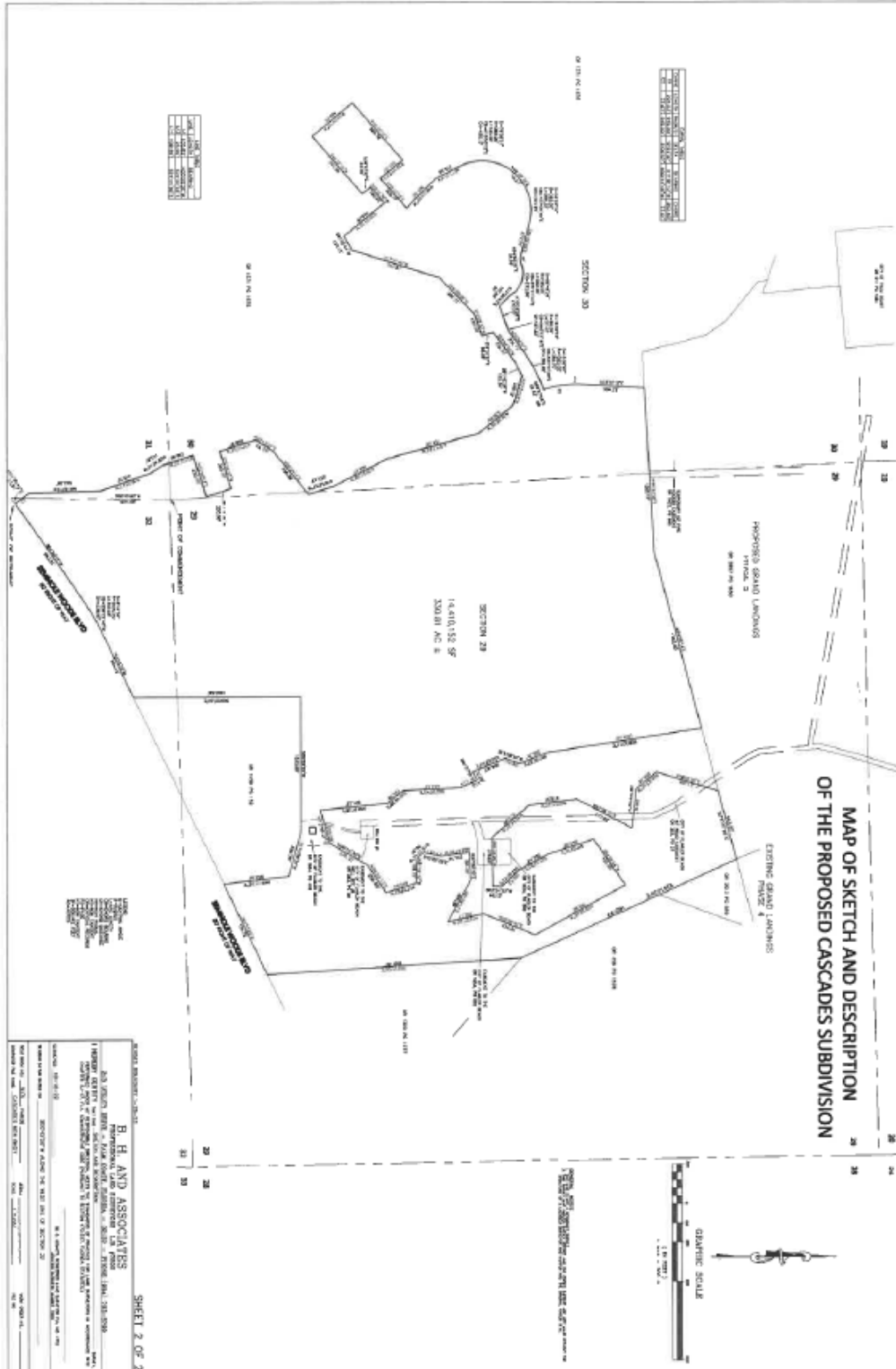
Attachments: Exhibit A - Legal Description of Annexation Area  
Exhibit B - Depiction of Annexation Area  
Exhibit C - Affidavit of Publication

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF ANNEXATION AREA**

PART OF GOVERNMENT SECTIONS 29, 30, 31 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, THENCE S00°45'50"W ALONG THE WEST LINE OF SAID SECTION 32 A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SEMINOLE WOODS BOULEVARD, AN 80 FOOT RIGHT OF WAY; THENCE N54°30'21"E ALONG SAID RIGHT OF WAY A DISTANCE OF 51.61 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY N35°28'37"W A DISTANCE OF 135.83 FEET; THENCE N01°32'11"W A DISTANCE OF 552.39 FEET; THENCE N19°37'47"W A DISTANCE OF 412.10 FEET; THENCE N32°40'10"W A DISTANCE OF 110.81 FEET; THENCE N17°11'33"W A DISTANCE OF 238.96 FEET; THENCE N72°48'27"E A DISTANCE OF 330.00 FEET; THENCE N17°11'33"W A DISTANCE OF 200.00 FEET; THENCE S72°48'27"W A DISTANCE OF 300.00 FEET; THENCE N17°11'33"W A DISTANCE OF 288.37 FEET; THENCE N30°45'57"E A DISTANCE OF 156.00 FEET; THENCE N50°34'11"E A DISTANCE OF 436.26 FEET; THENCE N16°53'57"W A DISTANCE OF 207.43 FEET; THENCE N26°57'36"W A DISTANCE OF 468.07 FEET; THENCE N15°17'20"W A DISTANCE OF 724.55 FEET; THENCE N39°35'09"W A DISTANCE 330.89 FEET; THENCE N72°21'03"W A DISTANCE OF 239.12 FEET; THENCE S61°42'28"W A DISTANCE OF 125.39 FEET; THENCE S53°56'04"W A DISTANCE OF 276.63 FEET; THENCE S19°31'27"E A DISTANCE OF 88.08 FEET; THENCE S70°28'33"W A DISTANCE OF 180.00 FEET; THENCE S46°09'36"W A DISTANCE OF 385.77 FEET; THENCE S17°31'40"W A DISTANCE OF 703.87 FEET; THENCE S61°15'44"W A DISTANCE OF 120.13 FEET; THENCE N39°04'45"W A DISTANCE OF 403.19 FEET; THENCE S48°32'16"W A DISTANCE OF 160.92 FEET; THENCE S36°12'37"E A DISTANCE OF 83.08 FEET; THENCE S48°32'16"W A DISTANCE OF 585.38 FEET; THENCE N39°04'45"W A DISTANCE OF 403.19 FEET; THENCE N48°32'16"E A DISTANCE OF 585.38 FEET; THENCE S39°04'45"E A DISTANCE OF 220.30 FEET; THENCE N48°32'16"E A DISTANCE OF 305.17 FEET; THENCE N46°05'07"W A DISTANCE OF 306.30 FEET; THENCE N27°11'14"W A DISTANCE OF 218.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 76°08'51", BEING SUBTENDED WITH A CHORD BEARING OF N10°53'12"E AND A CHORD DISTANCE OF 450.17 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 485.09 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N48°57'38"E A DISTANCE OF 16.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 56°24'16", BEING SUBTENDED WITH A CHORD BEARING OF N77°09'46"E AND A CHORD DISTANCE OF 344.99 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 359.32 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S74°38'06"E A DISTANCE OF 277.50 FEET; THENCE N84°52'56"E A DISTANCE OF 34.99 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 88°48'36", BEING SUBTENDED WITH A CHORD BEARING OF S71°11'44"E AND A CHORD DISTANCE OF 272.89 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 302.26 FEET; THENCE S47°50'43"E A DISTANCE OF 107.68 FEET; THENCE N70°28'26"E A DISTANCE OF 177.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 16°32'15", BEING SUBTENDED WITH A CHORD BEARING OF N62°12'19"E AND A CHORD DISTANCE OF 27.33 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 27.42 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N53°56'11"E A DISTANCE OF 204.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15°30'57", BEING SUBTENDED WITH A CHORD BEARING OF N61°41'40"E AND A CHORD DISTANCE OF

284.82 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 285.70 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N69°27'08"E A DISTANCE OF 29.52 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 945.00 FEET, A CENTRAL ANGLE OF 12°22'57", BEING SUBTENDED WITH A CHORD BEARING OF N11°01'12"W AND A CHORD DISTANCE OF 203.83 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 08°09'57", BEING SUBTENDED WITH A CHORD BEARING OF N00°44'46"W AND A CHORD DISTANCE OF 77.61 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 77.67 FEET TO THE POINT OF TANGENCY; THENCE N03°20'13"E, A DISTANCE OF 504.26 FEET; THENCE N86°33'58"E, A DISTANCE OF 1262.17 FEET; THENCE N74°58'14"E, A DISTANCE OF 1393.40 FEET; THENCE S08°33'17"E, A DISTANCE OF 1204.63 FEET; THENCE S21°31'33"E, A DISTANCE OF 231.71 FEET; THENCE S19°36'50"W, A DISTANCE OF 119.80 FEET; THENCE S23°03'10"E, A DISTANCE OF 266.90 FEET; THENCE N61°27'01" E, A DISTANCE OF 72.25 FEET; THENCE S21°32'33"E, A DISTANCE OF 25.00 FEET; THENCE S24°44'50"E, A DISTANCE OF 109.86 FEET; THENCE S02°50'42"E, A DISTANCE OF 443.43 FEET; THENCE S38°46'38"E, A DISTANCE OF 155.36 FEET; THENCE S05°31'05"E, A DISTANCE OF 521.33 FEET; THENCE N73°59'21"E, A DISTANCE OF 259.08 FEET; THENCE N30°18'30"E, A DISTANCE OF 338.21 FEET; THENCE N56°02'13"E, A DISTANCE OF 256.60 FEET; THENCE N17°18'02"W, A DISTANCE OF 245.64 FEET; THENCE N87°58'47", A DISTANCE OF 188.15 FEET; THENCE N43°23'44"W, A DISTANCE OF 70.31 FEET; THENCE N15°25'25"E, A DISTANCE OF 131.43 FEET; THENCE N08°57'10"W, A DISTANCE OF 221.74 FEET; THENCE N87°20'40"E, A DISTANCE OF 215.08 FEET; THENCE S61°08'13"E, A DISTANCE OF 365.39 FEET; THENCE N12°27'20"W, A DISTANCE OF 282.17 FEET; THENCE N22°28'43"E, A DISTANCE OF 424.41 FEET; THENCE N28°35'48"W, A DISTANCE OF 795.82 FEET; THENCE S54°59'59"W, A DISTANCE OF 426.05 FEET; THENCE S17°21'11"E, A DISTANCE OF 363.39 FEET; THENCE S27°42'03"E, A DISTANCE OF 252.43 FEET; THENCE S43°50'42"E, A DISTANCE OF 194.13 FEET; THENCE S03°24'22"W, A DISTANCE OF 68.13 FEET; THENCE S89°33'00"W, A DISTANCE OF 376.08 FEET; THENCE N40°54'31"W, A DISTANCE OF 373.09 FEET; THENCE N07°01'37"W, A DISTANCE OF 373.59 FEET; THENCE N27°35'02"E, A DISTANCE OF 477.92 FEET; THENCE N83°09'02"W, A DISTANCE OF 296.11 FEET; THENCE N39°33'00"W, A DISTANCE OF 205.29 FEET; THENCE N16°56'05"E, A DISTANCE OF 497.13 FEET; THENCE N75°00'26"E, A DISTANCE OF 543.88 FEET; THENCE S24°13'34"E, A DISTANCE OF 1829.93 FEET; THENCE S03°31'05"E, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID SEMINOLE WOODS BOULEVARD; THENCE S64°15'15"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE N06°32'52"W LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE N74°26'31"W, A DISTANCE OF 350.75 FEET; THENCE S89°59'26"W, A DISTANCE OF 1033.69 FEET; THENCE S00°00'34"E, A DISTANCE OF 1283.56 FEET TO A POINT ON THE AFORESAID NORTHWESTERLY RIGHT-OF- WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE S64°15'15"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 09°44'54", BEING SUBTENDED WITH A CHORD BEARING OF S59°22'48"W AND A CHORD DISTANCE OF 339.87 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S54°30'21"W CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 863.21 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 14,410,152 SQUARE FEET AND/OR 330.81 ACRES MORE OR LESS

**EXHIBIT "B"**  
**DEPICTION OF ANNEXATION AREA**



**EXHIBIT “C”**  
**AFFIDAVIT**

**PROOF OF PUBLICATION**

Virginia Smith  
City of Palm Coast - City Clerk  
160 Lake AVE  
Palm Coast FL 32164-2400

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a Classified Tab Legal CLEGL, was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

07/05/2023, 07/12/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/12/2023

Legal Clerk

*Amy Kohott*  
\_\_\_\_\_  
*Kaitlyn Felty*  
\_\_\_\_\_

Notary, State of WI, County of Brown

*317127*  
\_\_\_\_\_

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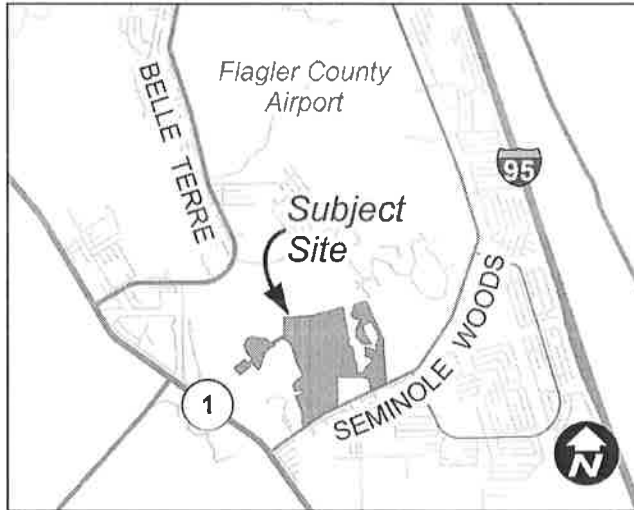
KAITLYN FELTY  
Notary Public  
State of Wisconsin



# CITY OF PALM COAST, FLORIDA NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF PROPOSED ORDINANCE

NOTICE IS GIVEN by the City of Palm Coast, Florida, that the Council will hold public hearings to consider enactment of Ordinance No. 2023-XX entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF PALM COAST; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 330.81 OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/ AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.



This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Palm Coast, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

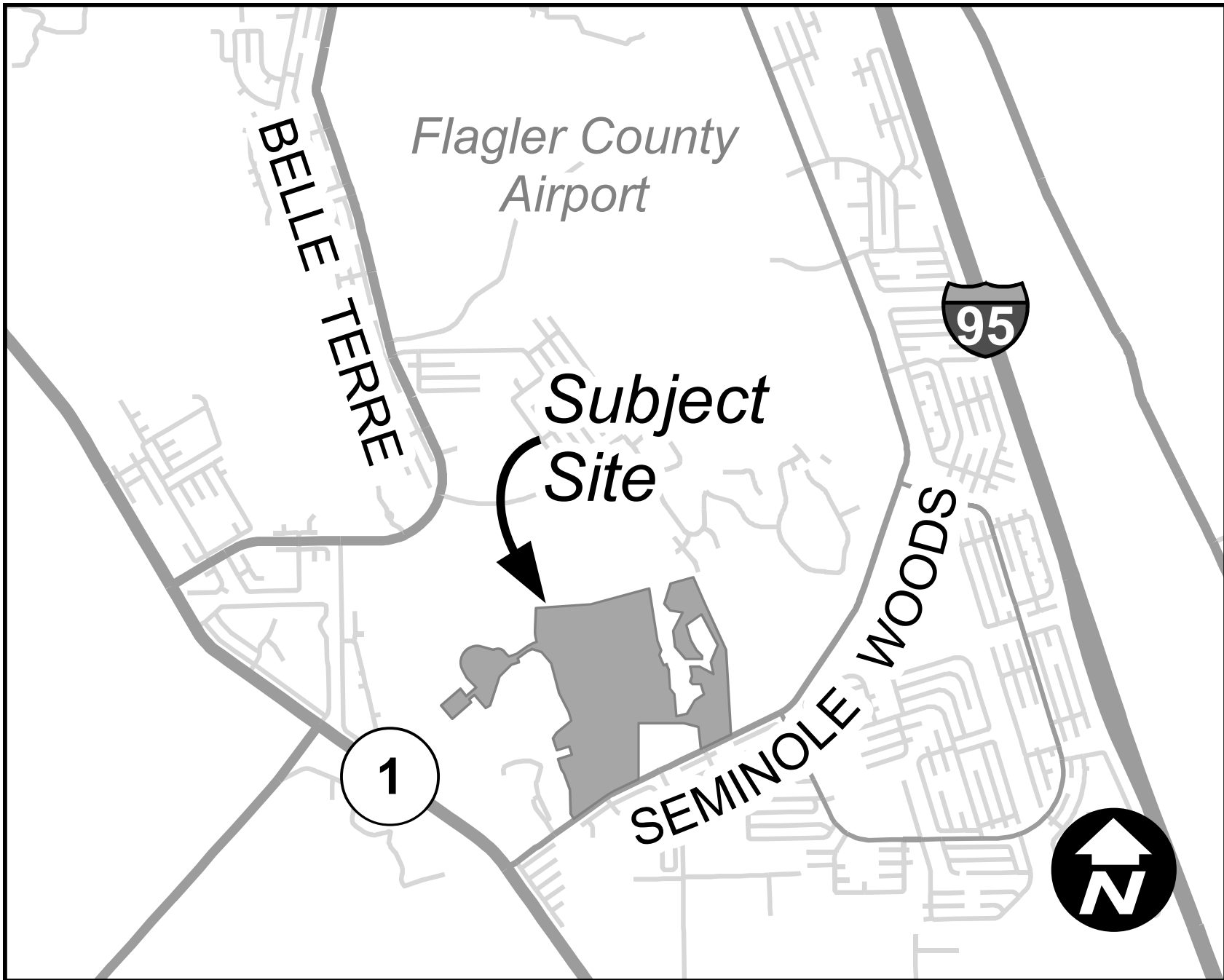
The Council will hold a public hearing to consider Ordinance 2023-XX on July 18, 2023 at 9:00 a.m. or as soon thereafter as possible and on August 1, 2023 at 6:00 p.m. or as soon thereafter as possible.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available on the City website at [www.palmcoastgov.com](http://www.palmcoastgov.com) or may be requested from the office of the City Clerk.

**Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact Virginia A. Smith, at 386-986-2570, at least 48 hours prior to the meeting.**

PUBLISH: July 5, 2023  
July 12, 2023

Ordinance 2023-\_\_  
Page 10 of 10



# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b>	INFORMATION TECHNOLOGY	<b>Amount</b>
<b>Division</b>		<b>Account #</b>
<b>Subject</b>	RESOLUTION 2023-XX APPROVING A CONTRACT FOR MANAGEMENT OF THE RALPH CARTER PARK CELL TOWER WITH DIAMOND COMMUNICATIONS, LLC	
<b>Presenter: Doug Akins, Director of IT</b>		
<b>Attachments:</b>		
<ul style="list-style-type: none"> <li>1. Resolution</li> <li>2. Draft Contract</li> </ul>		
<b>Background:</b>		
<b>Council Priority:</b>		
<b>B. Safe and Reliable Services</b>		
<b><u>UPDATED BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b>		
City Council received a presentation on this item at their July 11, 2023, Workshop Meeting. The agreement has been revised and is attached to this item for Council consideration.		
<b><u>ORIGINAL BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b>		
The City of Palm Coast owns a flagpole tower located at Ralph Carter Park, with T-Mobile as the only carrier on that tower. Verizon has approached Diamond Communications about locating on that tower.		
The City would like to enter into an agreement with Diamond Towers for them to manage the Ralph Carter Park tower. This agreement will allow them to negotiate a contract with Verizon for collocating on the tower and allow them to market the tower to other carriers.		
Under the agreement, the City would retain 100% of its revenue for the existing carrier. For any carrier Diamond brings to the tower the City would receive 65% of the revenue from those carriers.		
The City strongly encourages carriers to collocate on towers as it can reduce the number of towers needed in an area.		
<b>Recommended Action:</b>		
<b>ADOPT RESOLUTION 2023-XX APPROVING A CONTRACT FOR MANAGEMENT OF THE RALPH CARTER PARK CELL TOWER WITH DIAMOND COMMUNICATIONS, LLC</b>		

**RESOLUTION 2023-\_\_\_\_**  
**RALPH CARTER TOWER MANAGEMENT AGREEMENT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT WITH DIAMOND TOWERS IV, LLC, FOR MANAGEMENT OF THE WIRELESS COMMUNICATIONS FACILITY LOCATED AT RALPH CARTER PARK; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast owns a Cell Tower located at Ralph Carter Park; and

**WHEREAS**, Verizon has approached Diamond Communications IV, LLC to collocate on the City’s tower; and

**WHEREAS**, Diamond Towers IV, LLC desires to manage the Ralph Carter Park Tower to market it to other carriers; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve the agreement with Diamond Towers IV, LLC for the management of the Ralph Carter Park Cell Tower.

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

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

**SECTION 2. APPROVAL OF CONTRACT.** The City Council hereby approves the terms and conditions of the contract with Diamond Communications, LLC for management of the Ralph Carter Park Wireless Communications Facility, as referenced herein and attached hereto as Exhibit “A.”

**SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE.** The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

**SECTION 4. 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 of effect of any section or part of this Resolution.

**SECTION 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

**SECTION 7. EFFECTIVE DATE.** This Resolution shall 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 1<sup>st</sup> day of August 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

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

APPROVED AS TO FORM AND LEGALITY:

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

Attachment: Exhibit A – Wireless Facilities Contract for Ralph Carter Park

## WIRELESS FACILITIES CONTRACT

**THIS WIRELESS FACILITIES CONTRACT (“CONTRACT”)** is made as of the \_\_\_ day of \_\_\_\_\_, 2023 (“*Effective Date*”) by and between the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida, whose mailing address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter referred to as “*CITY*”, and DIAMOND TOWERS IV LLC, a Delaware limited liability company authorized to do business in the State of Florida and with a mailing address at 120 Mountain Avenue, Springfield, New Jersey 07081, hereinafter DIAMOND TOWERS IV LLC shall be hereinafter referred to as the “*CONSULTANT*”, whose Federal I.D. number is \_\_\_\_\_. CITY and CONSULTANT may hereinafter collectively be referred to as the “*Parties*,” and individually as a “*Party*.”

WHEREAS, CITY is the owner of that certain property (the “*Property*”) having a street address of 1385 Rymfire Drive, Palm Coast, FL 32164, which is more particularly described on Exhibit “A” attached hereto; and

WHEREAS, CITY is the owner of a certain wireless communication facility (the “*City Facility*”) located within the Property, which is more particularly described on Exhibit “B” attached hereto; and

WHEREAS, CONSULTANT is a private wireless infrastructure company experienced in wireless communication facility development and site management, including development and management for municipal clients; and

WHEREAS, CITY desires to engage CONSULTANT to, among other things, market the City Facility for colocation by wireless carriers (“*Operators*”), negotiate and execute associated contracts, upon consent of the City, with wireless carriers to permit them to install equipment at the City Facility, and manage ongoing wireless operations at the City Facility, in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, and subject to the terms and conditions contained herein, the Parties hereby agree as follows:

### **Section 1. Consultant / City Responsibilities**

#### **A. The Consultant shall:**

- (1) Provide wireless communication consulting and marketing services with the intent to structure license agreements benefitting the City on the Property for the collocation of Operators’ and their respective equipment on the City Facility. Upon Consultant’s receipt of an Operator’s expression of interest (by executing a letter of intent or any other manner acceptable to the Parties) in collocating on the City Facility, Consultant shall so notify City in a manner that they may agree from time-to-time (which may include electronic mail) within 3 business days. If the Operator

is interested in collocating on the City Facility, Consultant will negotiate on City's behalf, the terms and conditions of the license agreement for Operator's use of, and collocation upon, the City Facility ("**City Facility Agreement**"). The City Facility Agreement shall contain customary terms for a similar transaction, be approved and executed by the City, and provide that all fees to be paid by Operator thereunder be remitted to the Consultant and that the Consultant shall remit any payments due to the City pursuant to this CONTRACT. In the event of any conflict between the terms of this CONTRACT and the terms of a City Facility Agreement, the terms of the City Facility Agreement shall control.

- (2) Coordinate the preparation of architectural/engineering design drawings and provide the CITY with as-built drawings of the City Facility, as applicable, taking into consideration the existing equipment and structural load on the City Facility.
- (3) Coordinate with the CITY's Planning Division and Operators in regard to the preparation of permit applications for required permits related to Operator collocations, installations, and/or modifications to Operator(s) equipment at the City Facility, including required zoning and building permits, structural loading analyses, and attend all necessary hearings relating to the installation and operation of Operators' equipment on the City Facility, as needed. CITY and Consultant acknowledge and agree that any costs related to third-party reviews required hereunder shall be the responsibility of the respective Operator(s).
- (4) Assess radio frequency interference and health and safety engineering in accordance with applicable law prior to each Operator installation on the City Facility.
- (5) Arrange and coordinate access for Operators (and other necessary parties) to perform alignment, inspection, survey, and other architectural/engineering work on the City Facility in cooperation with the CITY.
- (6) Work to resolve Operator issues that arise during the course of the license agreement. The types of issues which may be encountered could include, but are not limited to: interference issues, payment issues, insurance issues, maintenance issues, or unauthorized changes made by the Operator.
- (7) In regard to Section 2.b below, assist with lease or license agreement renewals and any requests for lease or license agreement amendments.
- (8) Coordinate required EIA/TIA City Facility inspections. Should the City Facility require repair due to normal wear and tear, CONSULTANT will submit the estimated repair cost (and CONSULTANT out of pocket costs, if any) to the CITY for approval prior to undertaking the repair. Any repair work required hereunder shall be preapproved by CITY in writing. CITY will reimburse CONSULTANT for all preapproved repair costs paid by CONSULTANT within forty-five (45) days of receiving an invoice from the CONSULTANT. Should the City Facility require

repair due to damage or neglect caused by an Operator, Consultant shall direct the Operator to complete and fund the full cost of the repair. Notwithstanding anything herein to the contrary, neither City nor Consultant shall be responsible for the performance and/or costs of repairs necessitated by the actions or negligence of the Operators.

**B. The City shall:**

- (1) Cooperate with providing access for Operators (and other necessary parties) to the extent necessary for CONSULTANT to perform its duties under this CONTRACT.
- (2) Promptly review and execute City Facility Agreements, once reviewed and approved by the CITY and the City Attorney.

**Section 2. Pricing Terms**

- a. CONSULTANT will not share in revenue from existing City Facility Agreements, as listed in the attached Exhibit D, and will be excluded from the responsibility of negotiating revenue increases on those agreements.
- b. For new agreements, and amendments thereto, that are negotiated by CONSULTANT, CITY shall receive sixty-five percent (65%) of recurring revenue by new Operators which locate or collocate on the City Facility and/or Property and CONSULTANT shall retain thirty five percent (35%) of recurring revenue by new Operators which locate or collocate on the City Facility and/or Property. Upon termination or expiration of an agreement that was negotiated by CONSULTANT, CONSULTANT shall have no rights to negotiate a new agreement or partake in revenues from a new agreement unless CONSULTANT has an active management contract with the CITY.
- c. Subsections “a” and “b” shall survive termination of this CONTRACT.

**Section 3. Term**

- a. Term. This CONTRACT shall be effective beginning on the Effective Date and shall extend for a period of two (2) years from the Effective Date (“**Initial Term**”) and will automatically renew yearly for three (3) successive one (1) year terms (each, a “**Renewal Term**”), unless either party provides notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Renewal Term. Upon expiration of this Contract, CONSULTANT’s ability to market the Property and City Facility shall terminate.
- b. Termination for Convenience. The CITY, by written notice, may terminate this CONTRACT, in whole or in part, when it is in the CITY’s interest any time after the Initial Term. The CITY’s Notice of Termination must be in writing and provide the CONSULTANT thirty days prior notice before the termination becomes



effective. The CITY's termination will have no effect on leases, subleases, or licenses authorized by the City under this CONTRACT and CITY shall, within thirty (30) days of such termination, reimburse CONSULTANT for any outstanding, preapproved maintenance and/or repair costs related to the City Facility.

- c. Default. In the event that there is a default by either party to this CONTRACT, the party claiming a default of any term or condition of this CONTRACT shall provide the defaulting party with written notice of the default. After receipt of such notice, the non-defaulting party shall have thirty days in which to cure any monetary default and sixty days in which to cure a non-monetary default (or such longer period as is appropriate if such default cannot reasonably be cured within 60 days).

#### **Section 4. Indemnity and Insurance**

- a. Indemnification.

- (1) The CONSULTANT shall indemnify, defend, and hold harmless CITY, its officers and employees, from and against a liability, or an expense asserted by a third party, including reasonable attorney's fees, or both, that arise out of, pertain to, or relate to a negligent act, error, or omission of CONSULTANT, but only to the extent that such liability, expense or claim is not caused by or occasioned by or the result of the negligence or willful misconduct of the CITY. CONSULTANT acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this CONTRACT. Compliance with any insurance requirements required elsewhere within this CONTRACT shall not relieve CONSULTANT of its liability and obligation to defend, hold harmless and indemnify City as set forth in this article of the CONTRACT. CONSULTANT shall require each of its AGENTS/SUBCONTRACTORS to agree to indemnity obligations substantially similar to those set forth herein.
- (2) To the extent of the monetary limits of Fla. Stat. 768.28, CITY shall indemnify, defend, and hold harmless CONSULTANT its officers and employees, from and against a liability, or an expense asserted by a third party, including reasonable attorney's fees, or both, that arise out of, pertain to, or relate to a negligent act, error, or omission of CITY, but only to the extent that such liability, expense or claim is not caused by or occasioned by or the result of the negligence or willful misconduct of the CONSULTANT. CITY acknowledges the receipt of such good and valuable consideration provided by CONSULTANT in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this CONTRACT. Nothing herein shall be construed to extend CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(3) If CONSULTANT subcontracts or assigns all or any portion of the services provided by CONSULTANT under this CONTRACT, each such subcontractor or assign must indemnify, defend, and hold harmless CITY under the terms of this Section.

(4) This indemnification will survive termination of this CONTRACT.

b. Insurance.

At the time CONSULTANT signs and delivers this CONTRACT to CITY, as well as at all times during the term of this CONTRACT, CONSULTANT shall maintain, at a minimum, the required insurance as set forth in the attached Exhibit "C" to this CONTRACT. CITY shall be entitled to coverage at the maximum policy limits for the required insurance maintained by CONSULTANT, which shall at no time be less than the required amounts set forth in the attached Exhibit "C" to this CONTRACT. This CONTRACT's insurance provisions shall be separate and independent from the indemnification and defense provisions of Section 4.a of the CONTRACT and shall not in any way limit the applicability, scope or obligations of the indemnification defense provisions in Section 4.a.

## **Section 5. Miscellaneous**

a. Financing Provisions. CITY owned real or personal property must not be encumbered, liened or pledged.

b. Right to Audit. During the term of this CONTRACT, and for a period of five (5) years after the CONTRACT expires or is terminated, the parties shall maintain originals of all records, books, papers and documents relating to this CONTRACT and all accompanying agreements. At all reasonable times, the parties will allow the other to have access to, examine, copy, and audit such records no more frequently than once per twelve (12) month period. Additionally, CONSULTANT will allow CITY, at any time within the audit period, to have access to and examine and audit (but not copy) records, books, papers and documents relating to or evidencing the payments required to be made hereunder no more frequently than once per twelve (12) month period. This section shall survive the termination of this CONTRACT.

c. Independent Contractor Relationship. The CONSULTANT is, and shall be, in the performance of all work services and activities under this CONTRACT, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services to be performed by CONSULTANT pursuant to this CONTRACT shall at all times, and in all places, be subject to the CONSULTANT's sole discretion, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY. The CONSULTANT does not have

the power or authority to bind the CITY in any promise, agreement, or representation other than as specifically provided for in this CONTRACT.

- d. Compliance with Local Ordinances. CONSULTANT shall comply with all CITY's ordinances including but not limited to CITY's ordinance pertaining to wireless facilities.
- e. Governing Law. This CONTRACT shall be governed by the laws of the State of Florida. In the event of any dispute the parties agree to waive all rights to demand a jury trial.
- f. CITY's Use of the City Facility. The CITY has the right to install wireless communications equipment, exclusively for CITY use, on the City Facility. If a third-party approaches CITY to collocate on the City Facility, CITY will refer such third party to CONSULTANT. Any resulting collocation license or lease agreement will be subject to the terms of this CONTRACT. During the term of this CONTRACT, CITY or CONSULTANT may receive a proposal ("**Proposal**") from a third party seeking to purchase any or all of CITY's interest in the CITY Facility and, with respect to such an offer, CONSULTANT will have the right of first refusal to purchase such interest on the terms provided in the Proposal. If CONSULTANT does not exercise its right of first refusal by written notice to CITY within thirty (30) days of its receipt of the Proposal, CITY may proceed with the Proposal on the terms provided therein. Even if CONSULTANT declines to exercise its right of first refusal, this CONTRACT will continue in effect and CONSULTANT's right of first refusal will survive but not as to the declined Proposal. Notwithstanding CONSULTANT's decision not to exercise any right of first refusal, CONSULTANT shall manage any resulting Operator location and/or collocation in accordance with this CONTRACT.
- g. Assignment. This CONTRACT shall not be assigned by any party except as follows: 1) CONSULTANT may assign this CONTRACT or any portion thereof to its parent company, and any subsidiary or affiliate of it or its parent company, and shall provide prior written notice of such assignment to CITY, 2) CONSULTANT may assign this CONTRACT or any portion thereof to a party who acquires a majority of the assets of CONSULTANT, or 3) CONSULTANT may grant a security interest in this CONTRACT, and may assign this CONTRACT to any such holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "**Secured Parties**") and, in such event, CITY shall execute such consent as may reasonably be required by Secured Parties. Upon assignment of all of its rights pursuant to this CONTRACT, and the execution of a written assumption of all of the terms and conditions of the CONTRACT by the assignee, CONSULTANT shall be released from any further liability under this CONTRACT.
- h. Public Record. The parties hereto specifically acknowledge that this CONTRACT is subject to the laws of the state of Florida, including without limitation, Chapter

119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If CONSULTANT is either a “contractor” as defined in Section 119.0701(a)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, then, pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, CONSULTANT agrees that any of City’s documents, papers, letters, maps, books, tapes, films, photographs, sound recordings, data processing software, or other material(s), regardless of the physical form, characteristics, or means of transmission, made or received by CONSULTANT in its performance of its duties and obligations under this CONTRACT and pursuant to law or ordinance or in connection with the transaction of official business by the CITY (such documents, the “*Public Records*”), may be deemed to be a public record, whether in the possession or control of the CITY or the CONSULTANT. Said documents, papers, letters, maps, books, tapes, films, photographs, sound recordings, data processing software or other material(s), regardless of the physical form, characteristics, or means of transmission of CONSULTANT are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CITY’s designated custodian of public records or according to and pursuant to Chapter 119, Florida Statutes. Notwithstanding anything contained herein, in the event that the CITY has an original of a Public Record, then any other additional originals or copies of such Public Record in the possession of CONSULTANT shall not be considered a Public Record and CONSULTANT shall have no duties or obligations under this CONTRACT and shall not be subject to the provisions of Chapter 119, Florida Statutes with respect to such Public Record.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (386)986-3709, vsmith@palmcoastgov.com; 160 LAKE AVENUE, PALM COAST, FL, 32164.**

Subject to the last sentence of the first paragraph of this Section, CONSULTANT is required to and agrees to comply with public records laws. CONSULTANT shall keep and maintain all public records required by the CITY to perform the services as agreed to herein. CONSULTANT shall provide the CITY, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. CONSULTANT shall ensure that Public Records that are exempt or confidential under Chapter 119, Florida Statutes, and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the CONTRACT term. Upon completion of the CONTRACT, CONSULTANT shall transfer to the CITY, at no cost, all Public Records in possession of the CONSULTANT, provided the transfer is requested in writing by the City Clerk. Upon such transfer, CONSULTANT shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records

disclosure requirements. However, if the City Clerk does not request that the Public Records be transferred, the CONSULTANT shall continue to keep and maintain the Public Records upon completion of the CONTRACT and shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the CITY, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CITY. Should the CITY not possess Public Records relating to this CONTRACT which are requested to be inspected or copied by the CITY or any other person, the CITY shall immediately notify CONSULTANT of the request and the CONSULTANT shall then provide such Public Records to the CITY or allow the Public Records to be inspected or copied within a reasonable time. If the CONSULTANT does not comply with a Public Records request, the CITY may enforce this Section to the extent permitted by law. CONSULTANT acknowledges that if the CONSULTANT does not provide the Public Records to the CITY within a reasonable time, the CONSULTANT may be subject to penalties under Section 119.10, Florida Statutes. The CONSULTANT acknowledges that if a civil action is filed against the CONSULTANT to compel production of Public Records relating to this CONTRACT, the court may assess and award against CONSULTANT the costs of enforcement, including attorney fees. All public records in connection with this CONTRACT shall, at any and all reasonable times during the normal business hours of the CONSULTANT, and with prior written notice, be open and freely exhibited to the CITY in Flagler County, Florida for the purpose of examination, audit, or otherwise. Failure by CONSULTANT to grant such access to the City and comply with Public Records laws and/or requests shall be grounds for immediate unilateral cancellation of this CONTRACT by the CITY upon delivery of a written notice of cancellation. If the CONSULTANT fails to comply with this Section, and the CITY must enforce this Section, or the CITY suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONSULTANT's failure to comply with this Section, the CITY shall collect from CONSULTANT prevailing party reasonable attorney's fees and costs, and any damages incurred by the CITY, for enforcing this Section against CONSULTANT. And, if applicable, the CITY shall also be entitled to reimbursement of all attorneys' fees and damages which the CITY had to pay a third party because of the CONSULTANT's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this CONTRACT.

- i. Attorney's Fees. Each party has been represented by legal counsel in the course of the negotiation of this CONTRACT. Should legal action be instituted by any party to this CONTRACT to enforce or interpret any provision of this CONTRACT, the prevailing party shall recover its reasonable costs and reasonable attorney's fees.
- j. Notices. All notices, approvals, acceptances, demands and other communication required or permitted under this CONTRACT, to be effective, shall be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt

requested, in any U.S. Postal mailbox or at any U.S. Post Office; or (3) one business day after the dispatch date by overnight delivery service. All notices, demands, or requests shall be addressed to the following:

CITY:  
City Manager  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164  
Telephone: 386-986-3700 Fax: 386-986-3737

CONSULTANT:  
Diamond Towers IV LLC  
120 Mountain Avenue  
Springfield, NJ 07081  
Telephone: 973-544-6828 Fax: 973-544-6828  
Attn: Legal Dept.

- k. Waiver. No waiver of any provision of this CONTRACT, or consent to any action, shall constitute a waiver of any other provision of this CONTRACT, or consent to any other action.
- l. Authority. Each party represents and warrants to the other party that it has the full right, power, and authority to enter into this CONTRACT and all persons signing on behalf of a party were authorized to do so by the appropriate corporate, partnership or other action.
- m. Entire Agreement. No oral agreements, promises or understandings shall be binding upon either CITY or CONSULTANT in any dispute, controversy or proceeding at law. Any addition, variation or modification to this CONTRACT shall be void and ineffective unless made in writing and signed by the parties hereto.
- n. Multiple Counterparts. This CONTRACT may be executed in multiple counterparts, all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this CONTRACT as of the date written above.

**CITY:**

CITY OF PALM COAST, FLORIDA

By: Draft Only – Not for Signature

Name: Denise Bevan

Title: City Manager

Date: \_\_\_\_\_

**CONSULTANT:**

DIAMOND TOWERS IV LLC

By: Draft Only – Not for Signature

Name: Michael G. Brett

Title: COO

Date: \_\_\_\_\_

**EXHIBIT “A”**

**DESCRIPTION OF PROPERTY**

The Property being situated in the County of Flagler, State of Florida, and as more particularly described below:

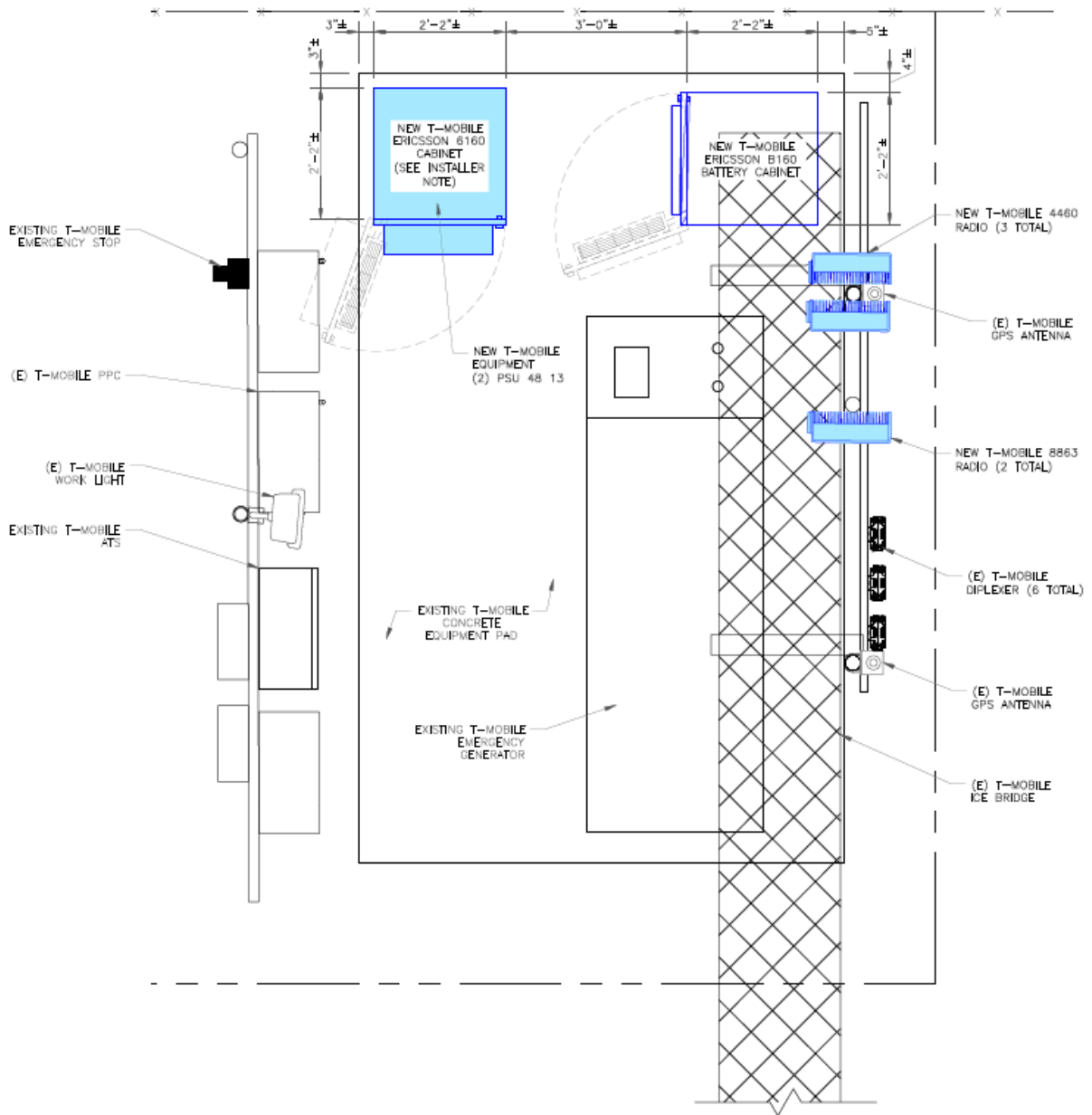
Physical Address: 1385 Rymfire Drive Palm Coast, Florida 32164

Parcel ID: 07-11-31-7031-RP11I-0000

# EXHIBIT "B"

## DESCRIPTION OF CITY FACILITY

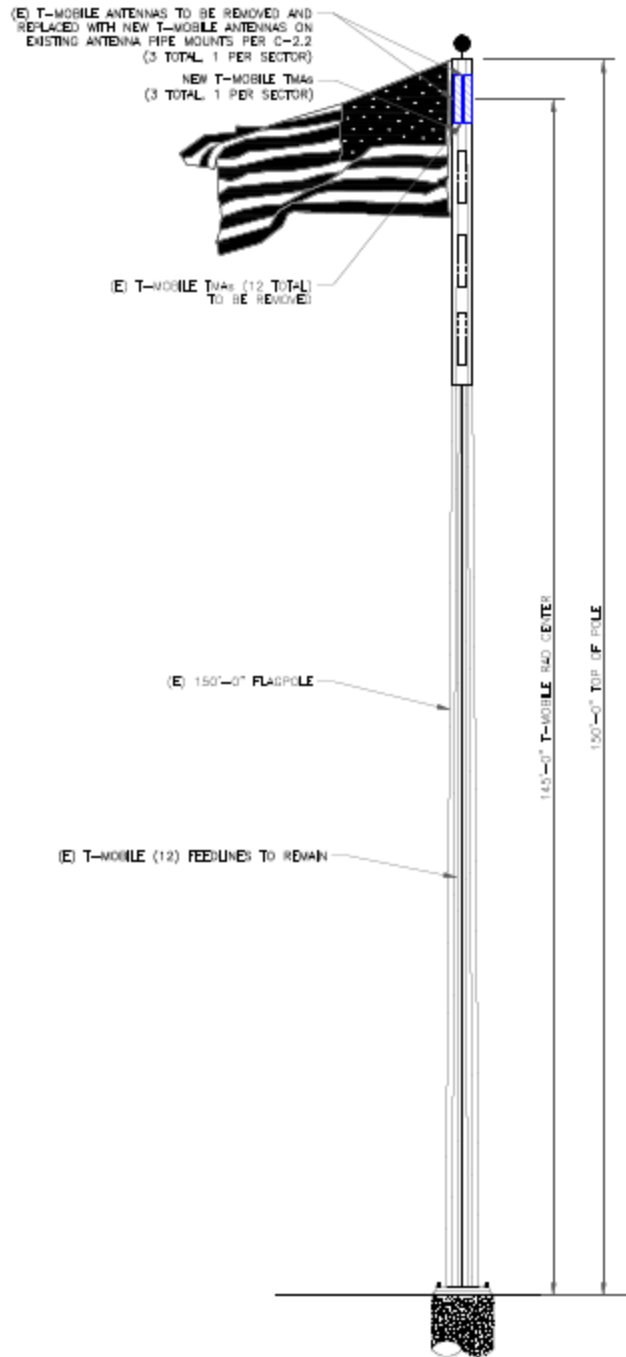
### Description of Premises



2 FINAL EQUIPMENT PLAN  
SCALE: 3/4"=1'-0" (FULL SIZE)  
3/8"=1'-0" (11x17)







OS IS  
 SIS.  
 Q  
 SIGN OR  
 ED BY

2 FINAL EAST ELEVATION  
 SCALE: NOT TO SCALE

## EXHIBIT "C"

### INSURANCE

#### INSURANCE

(a) The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker Compensation insurance for all employees engaged in the work under this Contract in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 Each Accident

\$500,000 Disease Each Employee

\$500,000 Disease (Policy Limit)

(2) Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONTRACTOR, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence

\$2,000,000 General Aggregate

(3) Comprehensive Business Automobile Liability: The CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

(4) Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the City for negligence, errors, or omissions in the performance of services to be performed and furnished by the CONSULTANT.

(5) Other Required Insurance Coverage:

Where unusual operations are necessary to complete the work, such as use of

aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, require additional insurance coverage's.

(b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any subcontractor, and the CONSULTANT shall be responsible for all subcontractors.

(c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Contract. These Certificates of Insurance shall become part of this Contract. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of any obligation including the CONSULTANT'S indemnification of the CITY under this Contract. If, during the period which an insurance company is providing the insurance coverage required by this Contract, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Contract. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Contract.

(d) Deleted.

(e) The CONSULTANT shall provide Certificate of Insurance directly to the City's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Contract.

(f) Nothing in this Contract or any action relating to this Contract shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

(g) The CITY shall not be obligated or liable under the terms of this Contract to any party other than the CONSULTANT. There are no third party beneficiaries to this Contract.

(h) The CONSULTANT is an independent Contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability

except as specifically provided in this Contract.

(i) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

DRAFT

## **EXHIBIT D**

### **EXISTING FACILITY AGREEMENTS**

Communications Site Lease Agreement for Ground Space and Rate Abatement between the City of Palm Coast, Florida and MetroPCS Florida, LLC, dated May 16th, 2008 and any amendments thereto.

DRAFT

# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b>	CONSTRUCTION MANAGEMENT & ENGINEERING	<b>Amount</b>	As needed
<b>Division</b>	ENGINEERING	<b>Account</b>	#21097011-034000
<b>Subject</b>	RESOLUTION 2023-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH PEGGY MALONE & ASSOCIATES, INC., FOR TRAFFIC COUNT SYSTEM SERVICES		
<b>Presenter: Carl Cote, Director of Stormwater &amp; Engineering</b>			
<b>Attachments:</b>			
<ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Piggyback Contract</li> </ol>			
<b>Background:</b>			
<p>The concurrency management monitoring system consists of an inventory of public facility capacity and a demand accounting system that reflects the status and availability of public facilities (Land Development Code Chapter 7), the public facility in this case is a roadway facility. The primary purpose for conducting traffic counts once every two years is to establish existing conditions to maintain the City's concurrency management monitoring system. Every new project that is required to conduct a traffic impact analysis will need the Citywide traffic counts to establish its impact to the city's road network.</p> <p>City staff is recommending piggybacking the St. Johns County Contract (#RFQ NO:23-01 with Peggy Malone &amp; Associates, Inc., through December 6, 2027, for traffic count services as needed. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.</p> <p>City staff will make purchases on an as-needed basis using budgeted funds appropriated by City Council out of the Transportation Impact Fund.</p>			
<b>Recommended Action:</b>			
<b>ADOPT RESOLUTION 2023-XX APPROVING PIGGYBACKING THE ST. JOHNS COUNTY CONTRACT WITH PEGGY MALONE &amp; ASSOCIATES, INC., FOR TRAFFIC COUNT SYSTEM SERVICES</b>			

**RESOLUTION 2023 -  
APPROVING PIGGYBACKING ST. JOHNS COUNTY  
CONTRACT WITH PEGGY MALONE & ASSOCIATES, INC.,  
FOR TRAFFIC COUNT SYSTEMS**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING ST. JOHNS COUNTY CONTRACT WITH PEGGY MALONE & ASSOCIATES, INC., FOR TRAFFIC COUNT SYSTEMS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Peggy Malone & Associates, Inc., has expressed a desire to provide traffic count system services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the St. Johns County contract with Peggy Malone & Associates, Inc., for the above-mentioned services on as-needed basis.

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

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

**SECTION 2. APPROVAL OF PIGGYBACK.** The City Council of the City of Palm Coast hereby approves piggybacking the contract between St. Johns County and Peggy Malone & Associates, Inc., for traffic count system services as attached hereto and incorporated herein by reference as Exhibit “A.”

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

**SECTION 4. 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 5. CONFLICTS.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

**SECTION 7. EFFECTIVE DATE.** This Resolution shall 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 1<sup>st</sup> day of August 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

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

APPROVED AS TO FORM AND LEGALITY:

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

Attachment: Exhibit A - Contract between St. Johns County and Peggy Malone & Associates, Inc.



BPO Mgr. Approval

DS  
JR



**CONTRACT EXECUTIVE OVERVIEW**

Vendor Name: Peggy Malone & Associates, Inc.

Bid/Contract Ref # RFQ NO: 23-01 Traffic Count Program

Agency Name: St Johns County

Contract Type: Piggyback

Contract Value Over \$50K

Resolution # 2023-

City Council Approval Date: \_\_\_\_\_

Contract Term End Date 12/6/2027

Renewable Y/N N

If yes # and length of renewals: \_\_\_\_\_

City's Project Manager(s) Phong Nguyen

**Brief Description/Purpose:**

To utilize the terms, conditions, scope and pricing of the St Johns County Agreement for Traffic Count services as needed.

**Approvals:**

Responsible Dept. Director \_\_\_\_\_

Date: \_\_\_\_\_

City Finance \_\_\_\_\_

Date: \_\_\_\_\_

City Attorney \_\_\_\_\_

Date: \_\_\_\_\_

City Manager \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name and Email Sophia Williams williams@peggymalone.com



# City of PALM COAST

**Finance Department**  
Budget & Procurement Office

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

Peggy Malone & Associates, Inc.  
Attn: Sophia Williams  
14286 Beach BLVD, Ste 19-345  
Jacksonville, FL 32250

RE: Engagement Letter Authorizing Piggyback

Traffic Count Program  
Contract Name  
RFQ NO: 23-01  
Contract Reference

Dear Sophia,

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

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

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

Regards,

*Shannon Nolan*

Shannon Nolan  
Procurement Coordinator  
sknolan@palmcoastgov.com

**This Engagement Letter is hereby acknowledged and agreed to:**

**CITY OF PALM COAST**

By: \_\_\_\_\_

Print: Denise Bevan

Title: City Manager

Date: \_\_\_\_\_

**PEGGY MALONE & ASSOCIATES, INC.**

By: DocuSigned by:  
*Sophia Williams*  
BC325A057F9946C... \_\_\_\_\_  
Sophia Williams

Print Name: \_\_\_\_\_

Title: President

Date: Jul 5, 2023 | 10:16 AM EDT



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

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

B. Subcontractors

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

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

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

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

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

**2. Public Records.**

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

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

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

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

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

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

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

**CITY OF PALM COAST**

**PEGGY MALONE & ASSOCIATES**

By: \_\_\_\_\_

Print: Denise Bevan

Title: City Manager

Date: \_\_\_\_\_

DocuSigned by:  
By: Sophia Williams  
(Authorized Signatory)  
BC325A057F9948C...

Print Name: Sophia Williams

Title: President

Date: Jul 5, 2023 | 10:16 AM EDT

**In Process**



PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 22-PSA-PEG-17288

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This Professional Services Agreement (hereafter "Agreement") is made this 10<sup>th</sup> day of December, 2022 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **PEGGY MALONE & ASSOCIATES, INC.** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 14286 Beach Boulevard, Suite 19-345, Jacksonville, FL 32250, Phone: (904) 992-8072, and E-mail: swilliams@peggymalone.com, for **RFQ NO: 23-01 TRAFFIC COUNT PROGRAM**, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE I CONTRACT DOCUMENTS**

**1.1 The Contract Documents**

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Professional Services Agreement
- b) Request for Qualifications No. 23-01 (Exhibit A)
- c) Consultant's Rate Sheet accepted by the County (Exhibit B)
- d) Scope of Work/Services
- e) Change Orders and Amendments to this Agreement signed by the County
- f) Insurance furnished by Consultant meeting the requirements of Article XII

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

**ARTICLE II AGREEMENT TERM**

**2.1 Term**

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for a Contract Term of five (5) calendar years (Contract Term). Consultant shall perform the Services within the time periods specified in Exhibit A.

**ARTICLE III DEFINITIONS**

**3.1 Definitions**

When the following terms appear in the Contract Documents, they shall have the following meaning:

3.1.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

3.1.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Agreement executed by the County and issued after execution of the Agreement.

3.1.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.5 Change Order: A written order to Consultant executed by the County, issued after execution of this Agreement, authorizing and directing a change in the scope of Services or an adjustment to the time or compensation for the Services.



3.1.6 Compensation Method:

3.1.6.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subconsultants and/or subcontractors, and any other expense or cost of whatever nature incurred by Consultant as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.6.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:

3.1.6.2(A) Actual Hours. Actual hours necessary, required, and expended by the Consultant's and/or Subconsultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit B (Consultant's Rate Sheet). The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant except for Expenses approved in writing by the County pursuant to paragraph 3.1.6.2(B) below.

3.1.6.2(B) Reimbursable Expenses. In addition to the hourly rates, the Consultant shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services ("Expenses") provided such Expenses incurred by Consultant are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The County shall not be liable for any such Expenses that have not been approved in writing in advance by the County. All requests for payment of such Expenses shall include copies of paid receipts, invoices, or other documentation acceptable the County. Consultant acknowledges and agrees that failure to furnish the required documentation may result in the County's denying all or part of the Expenses for which reimbursement is sought. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

3.1.7 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

3.1.8 Project: The total undertaking to be accomplished for the County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed by Consultant are a part.

3.1.9 County Representative: The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.10 Services: The work described in the Contract Documents or a subsequently issued Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

3.1.11 Subconsultant: Any entity or individual engaged by Consultant to provide Services to the County for which Consultant is contractually obligated, responsible, and liable to provide and perform under this Agreement. The term "Subconsultant" shall include all subcontractors.

## ARTICLE IV SERVICES

### 4.1 Scope of Services

4.1.1 Consultant shall provide all Services as set forth in the Contract Documents, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

4.1.2 Services provided by the Consultant shall be under the general direction of the St. Johns County Department requesting Services, or the St. Johns County Purchasing Division, who shall act as the County's representative during the performance of Services under this Agreement.

4.1.3 The Consultant shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws and the requirements of any

applicable grant agreements.

4.1.4 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

4.1.5 Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's Services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

## **ARTICLE V SCHEDULE**

### **5.1 Schedule**

5.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Consultant's Services for each Project, or portion thereof, shall commence upon receipt of a written Notice to Proceed from the County.

5.2 If Services are scheduled to end due to the expiration of this Agreement, at the request of the County, Consultant agrees to continue to provide Services for an extension period defined by the County, upon the same terms and conditions as contained in this Agreement. The County will issue an Amendment or Change Order prior to the expiration of this Agreement authorizing any such extension period. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by the County.

## **ARTICLE VI COMPENSATION**

### **6.1 General**

The County agrees to pay and Consultant agrees to accept for Services rendered pursuant to this Agreement, amounts determined by a Compensation Method defined in Section 3.1.6 above. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

### **6.2 Method of Payment**

6.2.1 Compensation shall be based on the method of compensation as stated in Exhibit B or as otherwise set forth in a mutually agreed Change Order or Amendment.

6.2.1.1 For lump sum items, Exhibit B shall contain a breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Consultant shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit B subject to the NTE compensation amount identified therein. In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

6.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in Exhibit B. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all work product and deliverables identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the

County may reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

### **6.3 Withheld Payment**

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant for any costs or expenses that the County incurs or reasonably expects to incur as a result of Consultant's failure to comply with the Contract Documents, this Agreement or as a result of Consultant's failure to pay Subconsultants.

### **6.4 Final Payment**

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

### **6.5 Availability of Funds**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

## **ARTICLE VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY**

### **7.1 Ownership of Work Product**

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by Consultant or Subconsultant, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Consultant shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

### **7.2 Confidentiality**

Subject to Chapter 119, Florida Statutes (Public Records Law), Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

## **ARTICLE VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL**

### **8.1 Authorized Representative**

Prior to commencing Services, Consultant shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Consultant ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon Consultant. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

### **8.2 Personnel**

8.2.1 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Consultant, or under its supervision.

8.2.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

## **ARTICLE IX SUBCONSULTANTS**

### **9.1 Subconsultants**

9.1.1 Consultant may obtain the assistance of other design professionals ("Subconsultants") by subcontract for the performance of a portion of these Services, provided that any such Subconsultant shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subconsultant(s) from the County. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. The County hereby approves those Subconsultants specifically named by Consultant in Consultant's proposal.

9.1.2 The County reserves the right to disqualify any Subconsultant based upon unsatisfactory performance. If a Subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subconsultant to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

9.1.3 The use of any such Subconsultant shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

## **ARTICLE X CHANGES IN THE SERVICES**

### **10.1 Changes in the Services**

10.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order. The Consultant shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

10.1.2 Consultant's written acceptance of a Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

## **ARTICLE XI TERMINATION**

### **11.1 TERMINATION**

11.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Consultant. In such event, Consultant will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Consultant shall not be entitled to compensation or profit for Services not performed.

11.1.2 Consultant may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by Consultant. Consultant further agrees to cooperate and provide assistance to the County upon request in order to complete any Service or Project. In such event, the County shall compensate Consultant at its hourly rates set forth in Exhibit B for Services provided after termination.

11.1.3 The County may terminate this Agreement, in whole or in part, for cause. In the event of a termination by the County for cause, Consultant shall have fourteen (14) calendar days from receipt of notice to remedy deficiencies identified in said notice. If Consultant fails to remedy such deficiencies to the satisfaction of the County within the stated time period, the County may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

11.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

11.1.5 In the event Consultant changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

11.1.6 The rights and remedies of the County provided in this Section 11.1 are in addition to any other rights and remedies provided by law or under this Agreement.

## **ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT**

### **12.1 Warranty of Performance**

12.1.1 The Consultant hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

12.1.2 Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

12.1.3 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

## **12.2 Indemnity**

12.2.1 Consultant shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

12.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Consultant further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

12.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

12.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

## **12.3 Infringement**

Consultant shall not infringe upon any patents, trademarks or copyrights (“Intellectual Property”) in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant’s obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of County and at Consultant’s sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

## **ARTICLE XIII INSURANCE**

### **13.1 Consultant’s Insurance Requirements**

13.1.1 Consultant shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Consultant has obtained all insurance coverages required under this section. The County will not make any payment to Consultant until Consultant has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Consultant has been completed, as determined by the County. Consultant shall maintain insurance coverage against Claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Consultant including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Consultant may have to the County or others. Nothing in this Agreement limits Consultant to the minimum required

insurance coverages found in this Article XIII.

### **13.2 Additional Insured Endorsements and Certificate Holder**

The term "Additional Insured", as used in this Agreement, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

### **13.3 Workers Compensation**

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

### **13.4 Commercial General Liability**

Consultant shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the Services and/or operations completed under this Agreement, whether such Services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### **13.5 Automobile Liability**

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **13.6 Professional Liability**

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 4-year tail coverage starting upon completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.2 In the event that Consultant employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Consultant shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

### **13.7 Other Requirements**

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subconsultant certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this

Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

## **ARTICLE XIV GENERAL CONSIDERATIONS**

### **14.1 Independent Contractor**

Consultant shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

### **14.2 Taxes**

14.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 14.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

14.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

### **14.3 Publicity and Advertising**

14.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

14.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

### **14.4 Examination of Consultant's Records**

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.



#### **14.5 Governing Law & Venue**

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

#### **14.6 Arbitration**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

#### **14.7 Disputes**

If any dispute between the County and Consultant under this Agreement arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed Services.

#### **14.8 Assignment and Arrears**

14.8.1 Neither the County nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

14.8.2 The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **14.9 Severability**

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

#### **14.10 Section Headings**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

#### **14.11 Disclaimer of Third-Party Beneficiaries**

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

#### **14.12 No Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **14.13 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall

be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

#### **14.14 Conflict of Interest**

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the Consultant under the terms of this Agreement.

#### **14.15 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

#### **14.16 Entire Agreement**

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

#### **14.17 Modifications, Amendments, Waivers and Extensions**

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

#### **14.18 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

#### **14.19 Convicted and Discriminatory Vendor Lists**

Consultant warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

#### **14.20 Scrutinized Companies Lists**

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

#### **14.21 Employment Eligibility and Mandatory Use of E-Verify**

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

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

#### **14.22 Nondiscrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

#### **14.23 Drug Free Workplace**

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

#### **14.24 Public Records**

14.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its subconsultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

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

14.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof:

i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

#### **14.25 Enforcement Costs**

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

#### **14.26 Contingency Fee**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

#### **14.27 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication ("Notices") under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Leigh A. Daniels  
Email Address: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

Peggy Malone & Associates, Inc.  
14286 Beach Boulevard, Suite 19-345  
Jacksonville, FL 32250  
Attn: Sophia Williams, President  
Email Address: [swilliams@peggymalone.com](mailto:swilliams@peggymalone.com)

*With a copy to:*

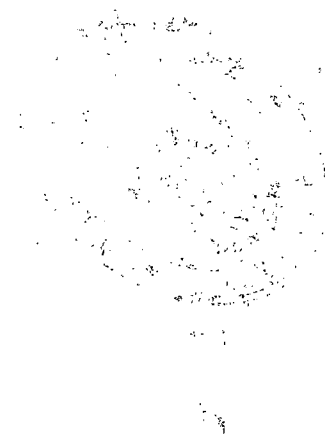
St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084  
Email Address: [jferguson@sjcfl.us](mailto:jferguson@sjcfl.us)

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email transmission from the County is for informational purposes only. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

**14.28 Non-Exclusive Right**

Consultant has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

\*\*\*\*\*



The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

**County**

St. Johns County (Seal)  
(Typed Name)

By: *Leigh A. Daniels*  
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB  
(Printed Name)

Purchasing Manager  
(Title)

*12/6/22*  
(Date of Execution)

**Consultant**

Peggy Malone & Associates, Inc. (Seal)  
(Typed Name)

By: *[Signature]*  
(Signature of Authorized Representative)

Sophia Williams  
(Printed Name)

President  
(Title)

12/6/2022  
(Date of Execution)

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Circuit Court and Comptroller**

By: *John Wiseman*  
(Deputy Clerk)  
*12/6/22*  
(Date of Execution)



**Legally Sufficient:**  
*[Signature]*  
(Office of County Attorney)

*12/6/22*  
(Date of Execution)

ST JOHNS COUNTY

DEC 06 '22

PURCHASING

**CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Agreement No.:</b> 22-PSA-PEG-17288	<b>Consultant Name:</b>
<b>Project:</b>	<b>Consultant Address:</b>
<b>Project Address:</b>	<b>Consultant License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its Subconsultants or anyone else acting for, on behalf of, or at the request of Subconsultant for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

*None*

Signed this \_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Consultant Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

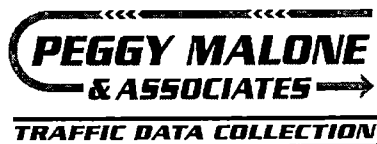
**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**



**EXHIBIT "A"**

**Request for Qualifications & Issued Addenda  
(separate attachment)**

**EXHIBIT "B"**  
**CONSULTANT'S PROPOSAL**



**Peggy Malone & Associates, Inc.**  
**RFQ No: 23-01 St. Johns County Traffic Count Program**  
**Proposed Unit Price Per Count Station**

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<u>Item Description</u>	<u>Unit Price Per Station</u>
72 Hour Bidirectional Volume Hose Count, 200 Count Stations ✓ Three Consecutive Days: Tuesday, Wednesday and Thursday ✓ 15 Minute Intervals ✓ 3 - 24 Hour Periods Averaged ✓ Seasonal and Truck Factors applied to Summary Worksheet, using the most current FDOT factors available ✓ Daily Volume Summary Reports submitted	\$387.00

Signed by:

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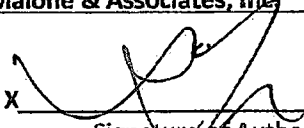
Sophia Williams  
President

**RFQ No: 23-01; Traffic Count Program  
Master Contract No: 22-PSA-PEG-17288**

**ACCEPTANCE OF NOTICE OF AWARD**

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

Peggy Malone & Associates, Inc. this 6th day of December, 2022.

By:    
Signature of Authorized Representative

Name: Sophia Williams  
(Please Type or Print)

Title: President  
(Please Type or Print)

ST JOHNS COUNTY

DEC 06 '22

PURCHASING

### E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



In process

ATTACH PROOF OF REGISTRATION HERE



### CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that \_\_\_\_\_ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

*In Process*

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ *[name of officer or agent, title of officer or agent]* of \_\_\_\_\_ *[name of contractor company acknowledging]*, a \_\_\_\_\_ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Peggy Malone & Associates, Inc. *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Peggy Malone & Associates, Inc. *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

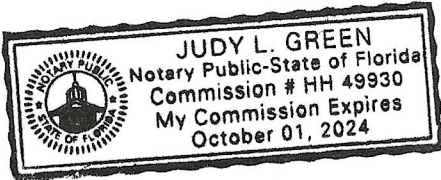
*[Signature]*  
Print Name: Sophia Williams  
Title: President  
Date: 6/30/2023

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of June, 2023 by Sophia Williams *[name of officer or agent, title of officer or agent]* of Peggy Malone & Associates, Inc *[name of contractor company acknowledging]*, a Florida *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ *[type of identification]* as identification.

[Notary Seal]

*[Signature]*  
Notary Public  
JUDY L. GREEN  
Name typed, printed or stamped



My Commission Expires: 10-1-2024



Company ID Number: 387446

**Approved by:**

<b>Employer</b> Peggy Malone & Associates, Inc.	
<b>Name (Please Type or Print)</b> Michael R Simpson	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2011
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2011



# City of Palm Coast, Florida Agenda Item

**Agenda Date:** August 1, 2023

<b>Department</b> CITY ADMINISTRATION <b>Division</b>	<b>Amount</b> <b>Account #</b>
<b>Subject:</b> AGENDA WORKSHEET AND CALENDAR	
<b>Presenter:</b> Kaley Cook, City Clerk	
<b>Attachments:</b> 1. Agenda Worksheet 2. Calendar	
<b>Background:</b>	
<b>Recommended Action:</b>	

	<b>August 8, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	2023 Legislative Session Overview and Legislative Priorities	The Southern Group
Presentation	Capital, Internal Services, Special Revenue, Proposed Budget for All Remaining Funds	Alves/Ragsdale
Presentation	FCSO Contract Law Enforcement Services	Johnston
Resolution	Final Nuisance Abatement	Grossman
Presentation	Backyard Chickens	Grossman
Presentation	Interns Project	Interns
Presentation	Parks Master Plan - Goals & Objectives	McDermott
Presentation	Saltwater Canals Update	Morales
Resolution	Community Development Block Grant (CDBG) Action Plan	Papa
	<b>August 15, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Old Kings Special Road Assessment	Alves
Resolution	Utility Landscape Maintenance	Ashburn
Resolution	Accept Grant Award	Berryhill
Resolution	Old Kings Road North Phase 2 Design Update	Cote
Resolution	Belle Terre Safety Improvement Design Update	Cote
Resolution	Final Nuisance Abatement	Grossman
Ordinance	Belle Terre Estates Rezoning	Hoover
Ordinance	Marina Village Master Planned Development Rezoning	Hoover
Resolution	Addendum to Country Interlocal for Beachside Sewer Extension	Flanagan
Resolution	Piggyback with Graybar Electric Company	Melley
Resolution	London Waterway Expansion	Morales
Resolution	Contract for Lassiter Transportation Impact Fee Study Update	Nguyen
Ordinance 2nd	Cascades at Grand Landings Annexation	Papa
Resolution	Community Development Block Grant (CDBG) Action Plan	Papa
	<b>August 29, 2023 SPECIAL WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	Final Proposed Budget for FY 2024 - All Funds	Alves/Ragsdale
Presentation	Fleet Purchases	LaChance
	<b>September 5, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Proclamation	September as National Recovery Month and OARS Update	Cook
Ordinance 2nd	Belle Terre Estates Rezoning	Hoover
Ordinance 2nd	Marina Village Master Planned Development Rezoning	Hoover
Proclamation	Litter Clean Up	Kershaw
Ordinance 2nd	Special Events	McDermott
Resolution	Aquatic Management Spray Contract	Stevens
	<b>September 7, 2023 TENTATIVE BUDGET HEARING AT 5:15 PM (Date may change)</b>	<b>PRESENTER</b>
Presentation	Tentative Millage and Budget	Alves/Ragsdale
Resolution	Tentative Millage and Budget	Alves/Ragsdale
Resolution	Tentative Budget	Alves/Ragsdale
Resolution	CRA Resolution CRA Budget	Alves
	<b>September 12, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>

Resolution	Cultural Arts Grant	Hirst
Ordinance	Special Events	McDermott
Resolution	Special Event Fee Structure	McDermott
Presentation	Electric Vehicles	Rogers
	<b>September 19, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Cultural Arts Grant	Hirst
Ordinance 2nd	Palm Coast Park Master Planned Development	Hoover
Presentation	Parks Master Plan	McDermott
Presentation	Waterway Cleanup Results	Myers
Resolution	Florida Inland Navigation District Waterway Cleanup Grant	Myers
Ordinance	Special Events	McDermott
Resolution	Special Event Fee Structure	McDermott
Appointment	Code Enforcement Board	Smith
	<b>September 20, 2023 FINAL BUDGET HEARING AT 5:15 PM</b>	<b>PRESENTER</b>
Presentation	Final Millage and Budget	Alves/Ragsdale
Resolution	Final Millage	Alves/Ragsdale
Resolution	Final Budget	Alves/Ragsdale
Resolution	CRA Resolution CRA Budget	Alves/Ragsdale
Resolution	Fleet Purchases	LaChance
	<b>October 3, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Proclamation	Blindness Awareness Month	Cook
Ordinance 2nd	Special Events	McDermott
Resolution	Special Event Fee Structure	McDermott
Resolution	Water Plant 1 Liquid Lime Sludge Removal, Hauling, and Disposal	Roussell
Resolution	Water Plant 1 Drying Bed Cleaning	Roussell
	<b>October 10, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	Community Cats	Grossman
	<b>October 17, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Proclamation	Mobility Week	Cook
	<b>November 7, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>November 14, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	Utility Rate Study	Flanagan
Presentation	Signage	Lens
	<b>November 21, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>December 5, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>December 12, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
	<b>December 19, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>

	<b>Future</b>	<b>PRESENTER</b>
Resolution	Reuse Distribution System Filtration Upgrades	Ashburn
Resolution	Above Ground Piping Rehab for Water Treatment Plant 1	Ashburn
Presentation	Fire Suppression Fleet Capital Plan	Berryhill
Resolution	Water Treatment Facility 1 Sustainability Study	Blake
Resolution	Wastewater Treatment Plant 1 Expansion Study	Blake
Resolution	Raw Watermain Extension - Water Plant 3 Wellfield	Blake
Resolution	Contract for Old Kings Road Widening	Cote
Resolution	Matanzas/Bird of Paradise Intersection (Right-of-Way)	Cote
Resolution	Construction Contract for the Old Kings Road Force Main to Waste Water Treatment Plant 1	Cote
Resolution	Construction Contract for the Water Treatment Plant 1 Generator Project	Cote
Resolution	Construction Contract for the Water Treatment Plant 1 Sludge Dewatering Project	Cote
Resolution	K-Section Drainage Improvements	Cote
Resolution	Old Kings Road Design Force Main to Water Treatment Plant 1	Cote
Resolution	Old Kings Road South Phase 2 Study	Cote
Resolution	Old Kings Road South Phase 2 Engineering Design Services	Cote
Ordinance	Construction Contract for the Equip Wells SW-1, SW-2 & SW-3 for Water Treatment Plant 1	Cote/Grunewald
Resolution	Matanzas West Phase 1 Construction	Cote/Grunewald
Resolution	Utility Rate Study Approval	Flanagan
Resolution	Occupational Services	Fuller
Resolution	City Hall Improvements Construction Contract	Gebo
Ordinance 1st	Animal Control Amendment	Grossman
Ordinance	No Smoking Ordinance	Hirst
Resolution	Savannah at Seminole Pointe Master Site Plan Tier 3	Hoover
Ordinance	Colbert Lane Master Plan Development	Hoover
Ordinance	Cascades at Grand Landing Rezoning	Hoover
Resolution	Retreat at Town Center (FKA Toll Brothers Subdivision) Final Plat	Leap/Tyner
Resolution	Whiteview Subdivision Phase 2 Final Plat	Leap/Tyner
Resolution	Blare and Colbert Culvert Crossing Upgrades	Morales
Resolution	P-1 Weir Replacement	Morales
Ordinance	Dry Lake Rezoning	Nguyen
Ordinance 1st	Old Kings Village Annexation	Papa
Ordinance	Cascades at Grand Landing Future Land Use Map	Papa
Ordinance	Dry Lake Future Land Use Map	Papa
Ordinance 2nd	Coquina Shores Master Plan Development Future Land Use Map	Papa
Resolution	Pre-Annexation Agreement for Airport Commons II	Papa
Resolution	Transportation Impact Fee Study	Papa/DeLorenzo
Resolution	Legacy at Town Center - Tract 18 Technical Site Plan Tier 3	Planning
Resolution	Storage King State Road 100 - Easement Vacation	Ramirez



**Meeting Calendar for 8/8/2023 through 12/31/2023**

**8/8/2023 9:00 AM**

City Council Workshop  
City Hall

**8/11/2023 8:30 AM**

Volunteer Firefighters' Pension Board  
City Hall

**8/15/2023 9:00 AM**

City Council  
City Hall

**8/16/2023 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**8/24/2023 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**8/29/2023 9:00 AM**

CITY COUNCIL SPECIAL WORKSHOP BUDGET  
City Hall

**9/5/2023 6:00 PM**

City Council  
City Hall

**9/6/2023 10:00 AM**

Code Enforcement Board  
City Hall



**Meeting Calendar for 8/8/2023 through 12/31/2023**

**9/7/2023 5:15 PM**

City Council Special Budget Meeting

City Hall

**9/12/2023 9:00 AM**

City Council Workshop

City Hall

**9/19/2023 9:00 AM**

City Council

City Hall

**9/19/2023 5:30 PM**

Planning & Land Development Regulation Board

City Hall

**9/20/2023 5:15 PM**

City Council Special Budget Meeting

City Hall

**9/26/2023 10:00 AM**

Animal Control Hearing

City Hall

**9/28/2023 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

**10/3/2023 6:00 PM**

City Council

City Hall



**Meeting Calendar for 8/8/2023 through 12/31/2023**

**10/4/2023 10:00 AM**

Code Enforcement Board  
City Hall

**10/10/2023 9:00 AM**

City Council Workshop  
City Hall

**10/17/2023 9:00 AM**

City Council  
City Hall

**10/18/2023 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**10/26/2023 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**11/1/2023 10:00 AM**

Code Enforcement Board  
City Hall

**11/7/2023 6:00 PM**

City Council  
City Hall

**11/14/2023 9:00 AM**

City Council Workshop  
City Hall



**Meeting Calendar for 8/8/2023 through 12/31/2023**

**11/15/2023 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**11/17/2023 8:30 AM**

Volunteer Firefighters' Pension Board  
City Hall

**11/21/2023 9:00 AM**

City Council  
City Hall

**12/5/2023 10:00 AM**

Animal Control Hearing  
City Hall

**12/5/2023 6:00 PM**

City Council  
City Hall

**12/6/2023 10:00 AM**

Code Enforcement Board  
City Hall

**12/7/2023 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**12/12/2023 9:00 AM**

City Council Workshop  
City Hall





**Meeting Calendar for 8/8/2023 through 12/31/2023**

**12/19/2023 9:00 AM**  
City Council  
City Hall

**12/20/2023 5:30 PM**  
Planning & Land Development Regulation Board  
City Hall