



City of Palm Coast
Agenda
City Council Business
Meeting AMENDED
AGENDA

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

Mayor Milissa Holland
Vice Mayor Steven Nobile
Council Member Robert G. Cuff
Council Member Nick Klufas
Council Member Heidi Shipley

Tuesday, October 17, 2017

9:00 AM

Council Chambers

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

> Public Participation shall be in accordance with Section 286.0114 Florida Statutes.

> Other matters of concern may be discussed as determined by City Council.

> If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.

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A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

D. PUBLIC PARTICIPATION

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respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

E. MINUTES

1. MINUTES OF THE CITY COUNCIL

F. PROCLAMATIONS

2. PROCLAMATION RECOGNIZING DISABILITY MONTH

3. PROCLAMATION DOMESTIC VIOLENCE AWARENESS MONTH

4. PROCLAMATION 2017 FLORIDA CITY GOVERNMENT WEEK

G. PRESENTATIONS

5. PRESENTATION OF AWARDS FOR THE SENIOR GAMES PARADE OF CHAMPIONS

6. PRESENTATION OF CERTIFICATES TO GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS ACADEMY CLASS

H. ORDINANCE 2ND READING

7. ORDINANCE 2017-XX MEDICAL MARIJUANA REGULATIONS

I. ORDINANCES 1ST READING

8. ORDINANCE 2017-XX AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR 109+/- ACRES LOCATED 1,400' NORTH OF ROBERTS ROAD ON THE EASTSIDE OF COLBERT LANE FROM FLAGLER COUNTY DESIGNATIONS TO CITY OF PALM COAST DESIGNATIONS

9. ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM PLANNED UNIT DEVELOPMENT (FLAGLER COUNTY DESIGNATION) TO MASTER PLANNED DEVELOPMENT (CITY OF PALM COAST DESIGNATION FOR A 109+/- ACRE PARCEL LOCATED 1400' NORTH OF ROBERTS ROAD ON THE EASTSIDE OF COLBERT LANE

10. ORDINANCE 2017-XX REZONING 6.2+/- ACRES FROM PUBLIC/SEMI-PUBLIC TO NEIGHBORHOOD COMMERCIAL (COM-1), LOCATED ON THE SOUTH SIDE OF MATANZAS WOODS PKWY. BETWEEN BELLE TERRE PKWY AND OLD BELLE TERRE

PKWY

J. RESOLUTIONS

- 11. RESOLUTION 2017-XX APPROVING A CONTRACT WITH SIEG & AMBACHTSHEER, INC. FOR STORMWATER DRAINAGE SYSTEM IMPROVEMENTS**

K. CONSENT

- 12. RESOLUTION 2017-XX APPROVING ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR WELLFIELD EXPANSION**
- 13. RESOLUTION 2017- XX PIGGYBACKING CLAY COUNTY UTILITY AGREEMENT WITH SENSUS METERING**
- 14. RESOLUTION 2017-XX INFORMATION & TECHNOLOGY PURCHASE OF SUPPLIES FOR FISCAL YEAR 2017-2018**
- 15. RESOLUTION APPROVING WAGE ARTICLE WITH THE PALM COAST LABORERS' UNION**
- 16. RESOLUTION 2017-XXX APPROVING PIGGYBACKING CONTRACTS AND PURCHASE ORDERS FOR FLEET VEHICLES AND EQUIPMENT AS APPROVED IN THE FISCAL YEAR 2018 BUDGET**

L. PUBLIC PARTICIPATION

REMAINDER OF PUBLIC COMMENTS LIMITED TO THREE MINUTES

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

Q. ATTACHMENTS TO MINUTES

- 17. ATTACHMENTS TO MINUTES**

City of Palm Coast, Florida Agenda Item

Agenda Date :

Department Item Key	Amount Account #
Subject APPROVE MINUTES FROM THE CITY COUNCIL'S: 1. September 20, 2017 Special Budget Meeting 2. October 3, 2017 Business Meeting 3. October 4, 2017 Special Charter Workshop 4. October 10, 2017 Workshop	
Background :	
Recommended Action : APPROVE MINUTES FROM THE CITY COUNCIL'S: 1. September 20, 2017 Special Budget Meeting 2. October 3, 2017 Business Meeting 3. October 4, 2017 Special Charter Workshop 4. October 10, 2017 Workshop	



**City of Palm Coast
Minutes
City Council Special
Meeting - Budget**

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

**Mayor Milissa Holland
Vice Mayor Steven Nobile
Council Member Robert G. Cuff
Council Member Nick Klufas
Council Member Heidi Shipley**

Wednesday, September 20, 2017

5:05 PM

Community Wing

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

Mayor Holland called the meeting to order at 5:05 PM

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Kate Settle, Deputy City Clerk called the roll.

D. PRESENTATIONS

1. PRESENTATION ON FISCAL YEAR 2017-2018 BUDGET

E. RECESS CITY COUNCIL MEETING AND CONVENE CRA MEETING

2. SR 100 CORRIDOR CRA RESOLUTION 2017-XX ADOPTING THE FINAL BUDGET

FOR FISCAL YEAR 2017-2018

R2017-121

Pass

Motion made to Approve made by Council Member Cuff and seconded by Vice Mayor Nobile

Approved - 5 - Council Member Robert Cuff, Council Member Nick Klufas, Vice Mayor Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

F. ADJOURN CRA MEETING AND RECONVENE CITY COUNCIL MEETING

G. RESOLUTIONS

- 3. RESOLUTION 2017-XX LEVYING THE FINAL MILLAGE RATE FOR FISCAL YEAR 2017-2018**

R2017-122

Pass

Motion made to Approve made by Vice Mayor Nobile and seconded by Council Member Shipley

Approved - 5 - Council Member Robert Cuff, Council Member Nick Klufas, Vice Mayor Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

- 4. RESOLUTION 2017-XX ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2017-2018**

R2017-123

Pass

Motion made to Approve made by Vice Mayor Nobile and seconded by Council Member Shipley

Approved - 5 - Council Member Robert Cuff, Council Member Nick Klufas, Vice Mayor Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

- 5. RESOLUTION 2017-XX APPROVING PIGGYBACKING CONTRACTS AND A PURCHASE ORDER FOR FLEET VEHICLES AND EQUIPMENT AS APPROVED IN THE FISCAL YEAR 2018 BUDGET**

R2017-124

Pass

Motion made to Approve made by Vice Mayor Nobile and seconded by Council Member Shipley

Approved - 5 - Council Member Robert Cuff, Council Member Nick Klufas, Vice Mayor Steven Nobile, Council Member Heidi Shipley, Mayor Milissa Holland

H. ADJOURNMENT
ATTACHMENT TO MINUTES

Meeting adjourned at 5:36 PM

6. ATTACHMENTS TO MINUTES



City of Palm Coast
Agenda
City Council Business
MINUTES

City Hall
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Mayor Milissa Holland
Vice Mayor Steven Nobile
Council Member Robert G. Cuff
Council Member Nick Klufas
Council Member Heidi Shipley

Tuesday, October 3, 2017

6:00 PM

Community Wing

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

Mayor Holland called the meeting to order at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Holland led the pledge.

C. ROLL CALL

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

D. PUBLIC PARTICIPATION

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PUBLIC COMMENTS:

George Mayo-The last meeting ended, it was announced that the public can make comments either before the meeting or at the end of the meeting. He would like the Council to open it to everyone at the end of the meeting to everyone again because he had questions at the end of the last meeting. He was wondering if the City would be asking our lobbyist to get more money back for our school boards.

Gretchen Smith, Flagler County Chamber applauds Palm Coast's action to hire a consultant to find better ways to capitalize optical fiber network.

Robert MacDonald- He was concerned about the budgeted numbers for various amenities the City is budgeting regarding the signage entering the City. He expressed his appreciation for Chris Quinn's and gave him accolades before his departure.

Steve Carr-Elders update email to Council regarding Senior Centers. He spoke of the health issues he believed would develop from traffic on Florida Park Drive.

Mark Berta was not in favor of spending extra money for signage. He also complained about trash pickup.

Jimmy Millhollin-Echo's Gretchen's comments relating to the RFP for FiberNet. Please do not forget that these people will also need housing.

Elizabeth Robinson, Community Cats of Palm Coast, was not in favor of moving the cat colony in Linear Park.

Angie Pascucci was not in favor of moving the cat colony in Linear Park.

Judy McGovern was not in favor of moving the cat colony in Linear Park.

Alan Petersen was not in favor of having signage on I95 overpass. He was also concerned about the debris pickup.

RESPONSES TO PUBLIC COMMENTS:

Lobbying firm-Ans: Mayor Holland-Obviously we will make a determination on our lobbying firm tonight. And I will say that I think we are always supportive of helping our governing partners and I cannot think of a better issue than the lack of funding for our school district.

FiberNet-Ans: Mayor Holland-Thank you to our Chamber for recognizing efforts for

increasing our fiber capacity and recognizing it connects directly to economic development. This Council has agreed by our actions.

Spending in Palm Coast-Ans: Mayor Holland- As far as spending in the City of Palm Coast from Mr. MacDonald's comments, we have had many discussions about what we are paying for our tax dollars. I just want to recognize the fact that we have the lowest municipal tax rate in the State of Florida. I don't think that should go unrecognized because I think we do an exceptional job to ensure that we are spending the tax payers' dollars as wisely as possible.

Senior Center/Florida Park Dr. -Ans: Mayor Holland- As far as Mr. Carr's comments, there has been nothing brought up. We went through our budget process as far as our Senior Center. We did increase our Senior Services and our capacity to our community center will allow for increased opportunities for programming for all generations. As you know our vision indicates that we are a multi-generational community.

Mayor Holland – Ans: To the gentleman, welcome to Palm Coast; glad to have you. I certainly appreciate your comments. I am not sure about the - I will turn this over to our City Manager there has been about a 25% reduction in pickup service.

Ans: Mr. Landon-Our typical recovery plan did not work this time because our typical recovery plan after a storm is we have contracts with national companies that bring in their resources, just like after Mathew. We had half a dozen major trucks that were geared toward debris. When we called them this time, they kind of laughed at us and said, Palm Coast is not where we are going to be because of Harvey and what was going on in Texas and South Florida and the national companies are not coming to Volusia County and Flagler County, etc. We have a relationship with our local contractors and haulers and immediately kicked that in. The resources are difficult to obtain. It is not the manpower it is the equipment. The resources are what you have here in town. So, it is slow. First of all, within a week of Irma hitting us, we have had trash debris pick up or storm debris pick up every day for six days a week. The problem is if they have not been in your neighborhood, it doesn't appear that we are doing anything. Miles and Miles have been picked up. On Wednesdays which is a normal Waste Pro pick-up. They are picking up bags and cans but there are too many bags and cans and they are not getting to every neighborhood. Waste Pro has assured me that they will be picking up in all areas tomorrow. The City has rented a claw truck from Waste Pro to expedite debris pick up. The City is putting a lot of effort into increasing the resources the best we can but it has been a struggle. And it is going to take a while. As far as how long? We are talking between six and eight weeks before we are totally finished in the community.

Mayor Holland-How are we communicating this to our residents? Ans: Ms. Lane provided an overview to how we are getting the word out.

Mayor Holland: We are recognizing our customer service representatives tonight. I can tell you, having been through this occurrence and watching them not sleep for four days and answering calls and continue to do that, I have not witnessed a more

dedicated group or team other than our current customer service department. It is frustrating, I am sure for our residents, but we need to understand that these very dedicated members of our team are trying to do the best they can by yielding these calls. We need to respect the fact that they are trying their best to do that. Secondly, I am on calls every single day with the mayors across the State of Florida and every single community has been affected and impacted and continues to be by the flooding. We are all struggling with these issues. This is not an issue these other Mayors impacted by or frustrated by they are trying to find the equipment just like we are. These are regular every day conversations I am having. I am telling you the City Manager of Flagler Beach, having lost 400 homes within their community and having debris of their content of their homes in front of their house and not picked up has been very sad. I think we are doing the best we can. It is not a perfect scenario. We have to recognize the fact that these are FEMA reimbursement dollars so the fact of the matter is that we cannot just go out there and pick it up without documentation, without working with companies that are recognized by FEMA. These are very technical issues and I understand the frustration that is there. I can say we sincerely apologize but all I can tell you it is not without the dedication of our very hard working members of our team trying to resolve the issue. The best we can do is try to find ways to communicate with our residents to insure we are working diligently to resolve this issue. I hope we don't have to deal with these hurricanes year after year. They are very taxing on our community. I met with Representative Renner the other day and he said what was most frustrating was dealing with FEMA. We have yet to get reimbursed from Matthew, which is \$2.5 million dollar reimbursement that we have yet to proceed. I asked that our residents try to be patient during this time.

Mr. Landon: This is a high, high priority. We understand the frustration and we will keep on it. It won't be as fast as some would like.

Cats-Ans: Mayor Holland- We have heard from a population of people about our feral cat issue and our relocation efforts and I am hoping that we can talk about that. I for one, need to understand this issue more as far as what populations we have here in our city, what it looks like, how have we dealt with it. I have not been on the City Council long enough to understand how we have dealt with it.

Ans: Mr. Landon-We have had a very positive relationship with the last year – year and one half with the Humane Society and I think community cats is one of the organizations they coordinate with. There used to be a lot more conflicts among the city, the neighbors, the cats, and community cats, etc. In the last year, you don't hear much about it. We have a good working relationship with the Humane Society to try and deal with the feral cats. There are numerous colonies throughout Palm Coast. I think most people would be surprised as to how many colonies. Our animal control people have been working closely with the Humane Society to allow those populations to stay. We think the Humane Society has been doing a good job working with us to manage that program. The City has two guidelines that we have asked them to follow: 1. to abide by state and local laws. One of those is not to allow any of the colonies on public property or city park and 2. to avoid the nuisance or the conflict with residents and businesses. I am confident we can work with the Humane Society to find a solution to

this small colony and we will continue to that but it is something that we have to work together on to try to find the solution that we don't have the conflicts, and we don't have the cats on public lands but we avoid the problems of trying to trap them and do away with them but to try and follow the TNR guidelines.

Mayor Holland-We are obviously not going to be able to make a decision on this tonight. If you are in discussions, bring everyone around the table. We have done that historically to have a comprehensive discussion on how we can do this. If we can arrange that for next week and get back to us at the next workshop.

Landon: I don't know the timeframe but we will work toward that.

Shipley: In the meantime, can we make sure the cats won't be touched until we have the workshop?

Landon: We will get back to you before we actually move them.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL'S**
1st VM Nobile
2nd CM Shipley
Motion: Passed unanimously

F. PROCLAMATIONS

- 2. PROCLAMATION RECOGNIZING OCTOBER 1, 2017 THROUGH OCTOBER 7, 2017 AS CUSTOMER SERVICE WEEK**

CM Shipley presented this Proclamation.

- 3. PROCLAMATION RECOGNIZING OCTOBER 8, 2017 THROUGH OCTOBER 14, 2017 AS FIRE PREVENTION WEEK**

VM Nobile presented this Proclamation.

G. ORDINANCES 2ND READ

- 4. ORDINANCE 2017-16 A FUTURE LAND USE MAP AMENDMENT FOR 5+/- ACRE PARCEL LOCATED 1800' NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1 FROM AGRICULTURE & TIMBERLANDS (FLAGLER COUNTY DESIGNATION) TO MIXED USE (CITY OF PALM COAST DESIGNATION)**

Attorney Reischmann read the title of the Ordinance into the record. Mr. Landon provided a brief overview to this item.

PUBLIC COMMENTS:

There were none.

1st VM Nobile

2nd CM Cuff

Motion: Passed unanimously.

5. ORDINANCE 2017-17 ZONING MAP AMENDMENT FROM AGRICULTURE (FLAGLER COUNTY DESIGNATION) TO LIGHT INDUSTRIAL (IND-1) FOR A 5+/- ACRE PARCEL LOCATED 1800' NORTH OF WHITEVIEW PARKWAY ON THE EASTSIDE OF US-1

Attorney Reischmann read the title of the Ordinance into the record. Reminded Council this item is quasi-judicial. Mayor Holland called for any ex-parte communication. There were none.

Mr. Landon provided a brief overview to this item.

PUBLIC COMMENTS:

There were none.

1st VM Nobile

2nd CM Shipley

Motion: Passed unanimously.

6. ORDINANCE 2017-18 RELATING TO THE VOLUNTARY ANNEXATION OF THE PROPERTY KNOWN AS KORONA LANDS

Attorney Reischmann read the title of the Ordinance into the record. Mr. Landon provided a brief overview to this item.

PUBLIC COMMENTS:

George Mayo-Can we put up a map of where these lands are located in the City?

RESPONSES TO PUBLIC COMMENTS:

Ans: Mr. Landon-Yes, Beau is doing that now for you.

1st VM Nobile

2nd CM Cuff

Motion: Passed unanimously.

H. ORDINANCES 1ST READ

7. ORDINANCE 2017-XX MEDICAL MARIJUANA REGULATIONS

Attorney Reischmann read the title of the Ordinance into the record. Mr. Landon provided a brief overview to this item. Ms. Ida Meehan provided a PowerPoint presentation, which is attached to these minutes.

PUBLIC COMMENTS:

George Mayo-On the first and second slide, the first slide said that no advertising would be allowed. The second slide said if you allow them, you couldn't regulate them any more than you could a pharmacy. I am a little vague on this. CVS, Walgreens has their sign. Would they be allowed to have some kind of signage to show what it is or is it a just a blank building . . . would be driving around the block. I think there should be something that would designate what it is.

RESPONSES TO PUBLIC COMMENTS:

Ans: Mr. Landon- I think the issue is that is what the State is saying. There is no advertisement. So if the State says no advertisement, . . .

Ans: Attorney Reischmann-The important thing to understand is that this is an aspect of regulation that is being designed specifically, implemented and enforced by the State of Florida. Otherwise, all we are allowed to do is regulate them as far as their locations, as we locate pharmacies. Everything else has been pre-empted by the State. Yes, there are some limitations that the State has imposed upon the signage of these facilities. I am not aware specifically of the exact regulations of the signs of these facilities but I know they are kept to a minimum.

1st VM Nobile

2nd CM Cuff

Motion: Motion passed.

I. RESOLUTIONS

8. RESOLUTION 2017-125 APPROVING A MASTER SERVICE CONTRACT FOR STATE LOBBYIST SERVICE

Mr. Landon provided a brief overview to this item.

PUBLIC COMMENTS:

Jack Carall-Could you explain to me how you cannot get a 3-2 vote with five people sitting on the Council? Unless one abstains but I don't think you can abstain from something like this. You have to have three. You can't have less than 2.

Louis McCarthy-I say, pick the company that is more well-rounded company. You had one company that were all lawyers. You had another company that was

better. Then you had another company that did that and did this and did everything else. They work even when the legislature is not working. I think we need that kind of service because we are small to put our name out there and then they have their ear to everything going on. We need someone that has their ear to everything going on. It is the little stuff that passed under the table that no one knew about that went across. Only the bigger firm knew about it. I say pick the larger firm.]

RESPONSES TO PUBLIC COMMENTS:

Vote-Ans: Mr. Landon-3 affirmative votes to appoint someone.

DISCUSSION:

VM Nobile-I was reading through this, pondering who I would like here. I think one of them made a statement that was pretty true, that all three are very competent companies that are going to serve us very well. Personally, I am not a fan of lobbyists. We are a small district and we should be able to talk to our delegation but I believe the lobbyist do more for the global Florida agenda than just our private one. Again, I don't see any real difference between them and I would like to throw my two cents in and say I would like keeping who we have because the only thing they have that the others don't is familiarity with Palm Coast, the staff.

CM Klufas- I thought it was a very educational session that we had with the lobbyists groups. My comments one our current lobbyist, I found it interesting that they did not find a conflict in supporting Senate Bill 596, exclusively for ATT but our main concern is Home Rule. That is one of the bills, it didn't make any sense, they were all about prevent conflict but yet they were the sole supporter behind a movement that limited our Home Rule. I am not sure it is the right decision to go with them. Between the other two, what I was most swayed by, was the fact that they are a lobbyist for Daytona State College. What is good for the goose is good for the gander. We don't have many opportunities to grow our education opportunities in Palm Coast. I know Daytona State College has numerous facilities but if they were able to expand in our area whether it be in Palm Coast or auxiliary. It is still good.

Mayor Holland- I agree. It is not going to get any easier every legislative year we are going to be faced with issues that we have to fight for our right to govern locally and to advocate on behalf of our residents and speaking with Representative Renner this past weekend, the incoming Speaker of the House, will be very similar to the current Speaker. His mentality is to take away a lot more ability for us to govern locally. Disappointing, because I believe the best form of government is closest to your home. I believe we make the decision that we feel is right for our community and we care about every single resident and every single issue. I believe strongly we need to send a very strong advocacy group that will give us the ability to have our voices heard. Every unintended consequence that comes out of the legislature every year and these unfunded mandates continue to cause to grapple with the fact of how we spend our tax payer dollars. It can become quite frustrating when they institute legislation that requires us to upgrade our well system without us having the ability to say we can do this year because we can afford it.

Not in favor of keeping our current lobbyist just for the fact that I think he has served us since the inception of the City and I think it is time for a change and a group that I think can carry our voice and strongly carry our voice

1st CM Klufas -Motion to approve Southern Strategies Group as our lobbyist and we award them the RFP.

2nd CM Cuff

Motion passed 3 to 2 with Council Members Nobile and Shipley voting no.

J. CONSENT AGENDA

9. RESOLUTION 2017-126 APPROVING A PURCHASE AND SALE AGREEMENT WITH THE EAST FLAGLER MOSQUITO CONTROL DISTRICT FOR PROPERTY ON UTILITY DRIVE

10. RESOLUTION 2017-127 APPROVING AGREEMENT WITH WENCOAST FOODS, INC. FOR THE PURCHASE OF RIGHT OF WAY ON OLD KINGS ROAD

PUBLIC COMMENTS:

No comments were received regarding the Consent Agenda.

Mr. Mayo needed clarification regarding the vote on the lobbying firm.

1st VM Nobile

2nd CM Shipley

Motion: Passed unanimously

K. PUBLIC PARTICIPATION - Remainder of Public Comments

Jack Carall-I was at the meeting to amend the Charter. There were a dozen people in the whole people. I want to ask just one question before I go further. Where are these people that are pushing for a change in the Charter? We came up for the better part of the year and we kept hearing, my people want this Charter change. They want to make an adjustment to the Charter. Where are these people? You put out a notice that you are going to have a meeting and you don't get an input. What you get is not even a tenth of a percent of the population that comes in to say what they want to say. We are spending money for something that the people don't give a damn about. People don't come to make any kind of adjustments and they don't care if we have a charter or don't have a charter. I don't see why we are spending all this money, wasting our time, on something that is not going to happen anyway.

Louis McCarthy-I just want to say to the workers that I think they are doing a terrific job. We are small and we have a lot of hard working guys and girls out there and all I can say is . . . keep opening up the catch basins cuz there are a whole lot of places to get water. I know you hear something the F and C Sections. I live in the P section and I can assure you we get water there too. All you have to do is fly over my house and you will see next to my house, a lake. In any event, I would like to compliment the people as I drive around and see them working and not chit chatting. Thank you.

Carmen Bongiovanni- I just have one comment. I realize the City uses reclaimed water but why is it the residents are forced to not use their sprinkler systems when it rains and why is it that it is pouring rain and up and down Belle Terre sprinkler systems are spraying all over the place? I realize that it is reclaim water but should the City set an example by having those rain gauges where they don't sprinkle when it is raining?

Responses to Public Comments:

Charter-Ans: Mayor Holland-I think we moved forward with our Charter Review was the discussion of the Council that every few years it is appropriate to address and review our charter and I think we are trying to get the information out to as many people as possible to show up and I think the best end result, Jack, would be as many people that could show up as possible. They do and we hear from them. It's all been decided and discussed and approved and we are having these workshops and we are going to continue to get the message out there for our residents to participate.

Attorney Reischmann – We have a workshop tomorrow night at Indian Trails Middle School. I expect to see you there Jack.

Mayor Holland – Thank you Mr. McCarthy for your comments regarding our employees. Again, we cannot thank them enough. Our residents are very fortunate to have the dedication that we have in our staff. We really appreciate you recognizing them because it doesn't go unnoticed.

Sprinklers- Mayor Holland – This is an important comment about the reclaim water because I think there is a reason for this.

Ans: Mr. Landon- In fact that was going to be part of my comments but what happens when we get 13+ inches of rain in Palm Coast. It is one of those perceptions that if the storm has a name that it will going to have more of an impact on us and obviously the wind has a major impact on us and the fact of it is, when you are out of power, it is very inconvenient. But the amount of rain we received this past weekend from a non-named storm had a huge impact on us but in a different way. As far as our stormwater system, it handles it about as best as any system that you can have but it is difficult right not and am hoping the prediction of a lot more rain is not happening because our natural systems are already over their banks. We don't hear a lot about that but our creeks, Pellsner Creek; it is not inside its bank, it is flowing outside and creating a swamp. I drove down Old Kings Road before the meeting. There is still water over Old Kings Road. It is not because Old Kings Road is not draining; it is because it is going through Graham Swamp and Graham Swamp is full. Our system did extremely well. Our canal gates are completely open. It is just hard to get it to drain down because of the amount of water we had but not just this weekend but for the last two months. To the reclaim, one of the major impacts the water has on our services is going to be wastewater. Sunday we were at our Wastewater Treatment Plant, we only have one right now and we are building a second one, there were 13 million gallons we treated. It's normal capacity is about six – six and one half million gallons. We were at double of what the plant handles normally. We have that much water coming into the plant, it has to go

somewhere. It is going into reuse and it is the best place to put it. You will see when you drive down Town Center Blvd., there is a pipe with water coming out of it. That is reuse and we are trying to discharge as environmentally friendly as possible of getting rid of that treated wastewater. This is treated at a very high level so that it is environmentally friendly. US 1, you see the irrigation system going 24/7 that is a reuse line that is getting rid of that affluent. No one needs to be using their private system and we are not but we need to get rid of it and this one of the ways we do it.

This morning, the report was we are only 80% recovered in our wastewater system. We still have Tanker Trucks out last night and this morning. It is still not recovered. It is that backed up. We still have people having trouble flushing their toilets. It is getting most of the water through the system. It actually operates better than most utilities do. I am very proud of it. But this is one of the reasons it is. We have to have a place for the water to go when it is treated. I've got to tell this story about my family, they are probably going to shoot me. Sunday I go over to the daughter and grand-daughter's house and they're on a pep system. I pull up and Mom is not happy because the toilet is not flushing right as I am watching her washing machine go around, doing her third load of laundry. Do you have any idea that the laundry is going to that pep tank that is not going where it is supposed to go because the whole system I have to remind people when we have our major storms and our wastewater system is being taxed: long showers, dishwashers, laundry, it is all just contributing to the problem. If we can get people to turn off the washing machine and wear some of the clothes that are already in the closet, it would be very helpful.

Keeping the culverts open, keeping the drain pipes open, watching the weirs and maximize efficiency; this is something that we have all hands on deck, even with a no name storm like this in the areas where we really need the help. I am very proud of what we do but the fact of it is, it is just impossible to stay up with completely. We did have a couple confirmed houses with water in it. Relatively, minor flooding but if it is your house, there is nothing minor about flooding. We are very fortunate we can handle more than 13 inches and not have flooding but part of it is, we have a great crew and we work hard to minimize the impact even though it is frustrating and scary.

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

CM Shipley-One of them and I didn't want to bring it up during the lobbyist vote because I didn't want to interfere with that but there was one where our logo was on top of theirs and I found out it happens often. On our website, it specifically says that the use of the city logo is limited to city contractors working on city projects. People have to get permission to use our logo. I want to make sure we pay attention to that. I think when it comes to the voting sometimes if you see our logo on it .It might make us think that they are approved by the City of Palm Coast.

At the last business meeting we had, someone had gotten up and said when they get up and make their comments at the end that we address the concerns, questions when the issue is resolved.

CM Klufas-I want to thank all of our hardworking employees in the torrential downpours

and the continued efforts to get our systems under control.

VM Nobile-Cats-If we had a colony of 25 cats and it went down to seven, maybe we are doing the right thing and maybe we should just stick with that. I agree that we don't want colonies started or moved on public property but if one is there prior but if it is moving in the right direction. I would say let it work out.

It would be nice, if it is possible to get an update. To me it seems the information we are putting on the website is generic and redundant. It would be nice to say, this is what happened yesterday and this is what we anticipate tomorrow and here is what we anticipate for your regular. Ans: Mr. Landon-The staff is working on that already.

VM Nobile - Trucks on Florida Park Drive-we agreed to put up signs that say no trucks on Florida Park Drive, where are we? Ans: Mr. Landon-The Sheriff's office said they cannot enforce that. What we agreed to was to do a study on what kind of truck traffic we have and we have that and we have shared that with you. They can't stop trucks from using Florida Park Drive that are making local deliveries. And what we have seen is that we don't know of any trucks that are actually doing through, as a cut through beyond the neighborhood. I thought this was under control. Putting up a sign that we cannot enforce...

Commander Carman-. I have contacted FDOT. We have asked the stores that are getting deliveries to abide by the traffic flow for their deliveries, it works for about a week or so. It is really not enforceable.

VM Nobile - Over the last 5 or 6 days, I have received a number of negative calls, emails regarding the proposed signage over I95. What additional costs do we have to put in to this issue before it comes for a vote? Ans: Mr. Landon-The next step is design and it will be about \$30,000. If the design is over 30,000 dollars, it will need to go to Council. If it is under 30,000, it does not have to go to Council. The installation of the sign and the lighting and the package will definitely need to be approved by City Council.

VM Nobile: I want to say this is why I said and still think it is a good idea. I believe this is one of those things that is . . . we are going to spend money and going to put up this sign and it will raise awareness of Palm Coast. People use appearance to get off exits. I believe this sign will pay for itself. However, I don't believe if we don't put it up, we are going to lose anything. Given the attacks and the firm objections to this project, I would suggest one of two things. We don't move further on it or we bring up the design for a vote regardless of what the dollar amount is. This way we can sit down, talk to our constituents and decide at that moment that we are going to move forward with this sign.

It was the consensus of Council to put this project on hold.

CM Cuff-Debris removal-FEMA reimbursement, can we consider having the residents drop their debris somewhere? Ans: Mr. Landon-It sounds great and if people only bring

their yard debris and do what they are supposed to do, it would be great. But what happens is, we will get their paint cans and oil. In order to ensure we do not have a dumb site, we would have to have it manned. Communities do that when we have a landfill that you can go to; we do not. The only way it works is for it to be manned and fenced off, so at night they cannot come and bring it. Otherwise, it will cause other problems that are above and beyond. They can take it to places like ELS; they might charge them but they are welcome to take them to a business like that. Nestor to you have an update on that?

Mr. Abreu-The Manager talked about how we competing for equipment. We are competing for dumping. We are waiting 30 or 40 minutes at ELS for our turn to dump. Something to consider.

CM Cuff- Agreed with Vice Mayor Nobile regarding the cats. Signs and cats. Stormwater-budget and the problems we are facing. We need to put more emphasis on our stormwater system fees.

VM Nobile- To the gentlemen's question regarding speaking before and after. Our policy does not specify that. If we were to do that would it be at the discretion of the Council? Ans: Attorney Reischmann-Yes. The changes we recently made to the Council's Rules and Procedure expanded the scope of public comments to provide greater input from the public. There was nothing specific that was in your amendments that said if you can speak before or after. They are your rules. It is how you interpret them; if you want further amendments we would be happy to bring it back.

Mayor Holland-Agreed with Council Member Cuff's discussion before next year's budget discussion to really discuss this deficit in our stormwater system. It is a big issue.

Public Comments- Mayor Holland-I think we have gone above and beyond allowing as much public input; allowing for input before and after the agenda items as well as after each agenda item.

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

Attorney Reischmann – Just a comment/follow-up, Mayor and Council you had comments during our discussion with the regard to the selection of the lobbyist, having to do with our legislature and local government being closest to people. I would add it is the most transparent of governments that tax payers and citizens have and I think there is a tie in of that recognition and the decision you made tonight. I have witnessed a growth in the laws that come from Tallahassee that the substance of those laws are decided behind closed doors at the last minute. It is very frustrating for local government attorneys to not be able have any input with Florida League of Cities with matters that affect our ability to represent our citizens and our taxpayers at this local level.

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

Mr. Landon- Let me start off with the fun events. We are trying to get back to normal and October we are getting into the festivals and activities going on: Movie in the Park October 13; Pink Army Run Sunday, October 15; Food Truck Tuesday, October 17. This Saturday evening we starting something new. This is for children 7+ all the way up to as old as you like. Bring your flashlights and do a walk through Linear Park to see night animals. It is part of our nature emphasis and a lot of people are interested. We do ask that you sign up a head of time so we know about how many people. We need you to do this by Thursday on our website.

Mr. Landon: Mayor, I need a little clarification on the sign over I95. Are we bringing to City Council for a formal vote or just stopping the project? Ans: Mayor Holland-stopping the project.

This is Mr. Chris Quinn's last Council meeting; Friday is his last day. I will have to say that Chris was more than a Finance Director. He was a very important and very active member of our management team. He was critical in our Strategic Action Plan and that entire process. He was instrumental in developing many of the programs and teams that we have, along with an impressive staff. I will personally miss Chris. He has been a colleague and I value . . . a very special individual in my opinion. One of the things he accomplished last year here was recruiting a chief accountant. If you recall, a few years ago, our auditor commented that we needed more depth in our finance department because we only had one CPA, one true accountant. He recruited an individual that worked many years for the Clerk of the Court. She started a year ago and I am announcing that I am appointing her our new Finance Director- Helena Alves.

Mayor Holland: Chris, well done. Thank you.

O. ADJOURNMENT

The meeting was adjourned at 8:04 p.m.

11. CALENDAR/WORKSHEET

12. ATTACHMENTS TO MINUTES

**RESPECTFULLY SUBMITTED,
VIRGINIA A. SMITH, CITY CLERK**



City of Palm Coast Minutes Charter Review Workshop

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

Mayor Milissa Holland
Vice Mayor Steven Nobile
Council Member Robert G. Cuff
Council Member Nick Klufas
Council Member Heidi Shipley

Wednesday, October 4, 2017

6:00 PM

Indian Trails Middle School

City Staff

Jim Landon, City Manager
William Reischmann, City Attorney
Virginia A. Smith, City Clerk

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A. CALL TO ORDER

Ms. Crotty called the meeting to order at 6:00 p.m.

B. PRESENTATION AND OVERVIEW OF CHARTER REVIEW PROCESS

C. CITY CHARTER 101

Questions

Anonymous (?)—Is that a typo (date of general election)? Ans: Ms. Crotty—the date of the general election is November 6, 2018.

Jack Carall—What kind of changes are you talking about (for a referendum)? Ans: Ms. Crotty—I do not know what kind of changes.

Jack Carall—So will the city boundaries have to be removed by election? Ans: Ms. Crotty—explained the process for changes that have to go before Council and to the voters vs. those changes (such as election dates do not). Any substantive change to the charter will have to be brought to the voters.

Ralph Lightfoot—Why is the last meeting on a Thursday? Ans: Mrs. Smith—That was the availability of the school.

D. PUBLIC COMMENT—PUBLIC COMMENTS WILL BE LIMITED TO THREE MINUTES EACH

Jack Carall-Looking through the charter, there is not a requirement for the amount of residency time to run and qualify.

Jack Carall-The charter can only be reviewed every ten years so what if we miss something we want changed? Ans: Ms. Crotty-clarified the process of how and when to review the City Charter.

Alan Peterson-Section 7 (e) time and money that the Council can borrow. Amend. Leave the \$15 mil but amend the repayment period of 15 years, but no longer than the useful life of the project/item.

Ralph Lightfoot-salaries should be changed to have periodic cost of living increases; referendum-is there something that if it was previously voted on as a referendum that it would have to be brought back as a referendum.

Alan Peterson-His term on the Council when City Hall was brought to the voters-much different in 2005 than what was actually built a couple of years ago-they are apples and oranges.

Joe Moran-Is there penalties for violating the charter right now?
Ans: Ms. Crotty-You do not have the forfeiture portion in the charter.

E. PALM COAST CHARTER ISSUES FOR CONSIDERATION

1. Section 6. Charter Officers

Appointment, Removal, Compensation, Vacancies

City Manager-Qualifications, Residency, Powers & Duties

City Attorney-Powers & Duties

2. Section 7. Budget and Appropriations

Fiscal Year, Budget, Adoption, Appropriation Amendments, Limitations

QUESTIONS:

Ralph Lightfoot-City Attorney-no issues or concerns-are we in compliance?

George Meegan-What would we do if the current City Attorney left for a reason? Ans: Ms. Crotty-If the firm no longer wants to represent the City, then you would go out for an RFP.

Jack Carall-To get a job or a manager or an attorney you have to meet certain conditions-why can't we put that in also for those that are running for office-certain qualifications?

Alan Peterson-Would you please explain fiduciary oversight-who would that be and how that might work? Ans: Ms. Crotty-That would be Council as they have the ultimate fiduciary responsibility and oversight. Ms. Crotty read a statement from the model charter about fiduciary oversight.

Mr. Peterson-What about theft or improper bidding, what legal responsibility would the City Council who see the budget know that the amount expended would be reasonable, etc.? Ans: Ms. Crotty-There is a lot of bonding that goes on so that the City is not harmed by that. There is a certain amount of trust that you have when you hire a City Manager that they are

going to hire a good finance director and that you are getting honest information from them. But the annual independent audit will show that too.

Mr. Peterson-So if you have an independent auditor who says all is fine, does that remove the liability of Council? Ans: Mr. Reischmann-The legal liability is not from the standpoint that there would be financial obligations imposed on the elected official unless they were personally involved in the process.

Joe Moran-Is anyone schooling Council on Charter revision? Ans: Ms. Crotty-the meetings are set up for the residents input and we have invited Council to attend all these workshops. Also, in the workshop that will be held in November, I will advise them as well.

CM Klufas-What is the actual numbers for Council's salaries? Ans: Mrs. Smith-\$11,400 and \$9,600.

Jack Carall-How do you determine what we want and what we do not want? Ans: Ms. Crotty-I do not determine. This is a big turnout for a Charter review workshop.

Ralph Lightfoot-Since the salaries are listed in the charter, wouldn't it be easier to just change the dollar amount in the Charter? Ans: Ms. Crotty-You could do that but then you have to go to a vote of the citizens and then in five years from now you would have to amend the charter again. The model charter recommends not putting in the dollar amounts, so you could adjust as times change without having to go through the whole charter process to amend the charter.

Joe Moran-In my circles, people are very interested in changing the penalties for violating the charter. Ans: Attorney Reischmann provided an overview to the penalties in the charter for the Council if there is a violation of the charter.

Ralph Lightfoot-What would be required to change the form of government to strong mayor? Ans: Ms. Crotty-It takes a charter amendment and it would be put forth before the citizens to determine.

Alan Peterson-The importance of changing your independent auditor. It is hard to do but you get too friendly with them, which causes things to potentially get overlooked. Ans: Ms. Crotty-Model charter recommends change every 3 or 4 years.

Jack Carall-Coin toss for election. Ans: Ms. Crotty-We will discuss that section at the next charter meeting.

Ralph Lightfoot-Does a charter provide for who police services come from? Ans: Ms. Crotty-Your charter does not. Just that you must provide for safety.

Jon Netts-City Manager termination hearing-would that also apply to the attorney? Ans: Attorney Reischmann-Provided an overview to the charter officers' termination issue.

F. PUBLIC COMMENT-PUBLIC COMMENTS WILL BE LIMITED TO THREE MINUTES EACH

Attendees from the public can use this time to discuss issues of concern. Time is limited to 3 minutes per person.

Ideas for charter changes:

Greg Feldman-Hearing process-trust council to do that. Residency requirement - in favor of that for the City Manager. Budget-not a fan of the FL. Constitution- manager will know and do all that he needs to do-it's clutter in the charter but suggests considering another charter officer-Auditor. Loan- \$15 mil 3 years be changed-good idea. Fiduciary oversight-operational and stay out of the charter.

Alan Peterson-Interim City Manager-process in charter but the interim manager should be approved by Council.

Robert Brannin-Number of Council members, doesn't think 5 is adequate. Ans: Ms. Crotty-Not sure if it is specified in the model charter but it should be an odd number.

Alan Peterson-If you added two more you could elect them at large like the Mayor? Ans: Ms. Crotty-Yes.

Norman Mugford-Charter revision once you open a lot of other things will come to the surface that you do not want revised.

Alan Peterson-Charter review can't you list them separately so you vote on separately?
Ans: Ms. Crotty-That is routinely what happens.

Jack Carall-Do you get charged for this to be on the ballot? Ans: Mrs. Smith-Yes.

Michelle Bridges-Vice Mayor duties. Delete obsolete items; city boundaries should not be in the charter. How do we determine if the process after the vote is done correctly?

G. ADJOURNMENT

Meeting adjourned 7:42 pm



City of Palm Coast Minutes City Council Workshop- AMENDED AGENDA

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

Mayor Milissa Holland
Vice Mayor Steven Nobile
Council Member Robert G. Cuff
Council Member Nick Klufas
Council Member Heidi Shipley

Tuesday, October 10, 2017

9:00 AM

Community Wing

City Staff

Jim Landon, City Manager

William Reischmann, City Attorney

Virginia A. Smith, City Clerk

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A. CALL TO ORDER

CM Shipley called the meeting to order.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Virginia Smith, City Clerk called the roll.

Mayor Holland and Vice Mayor Nobile were excused.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. After the Mayor calls for public participation each member of the audience interested in speaking on topics on the workshop agenda or any topic or proposition not on the agenda, shall come to the podium and state their name. Each speaker will have up to three (3) minutes each to speak. The Mayor will advise when the three (3) minutes are up and the speaker will be asked to take a seat and wait until all public comments are finished to hear answers to all questions. Once all members of the audience have spoken, the Mayor will close public participation and no other questions/comments shall be heard. Council and staff will then respond to questions posed by members of the audience. Should you wish to provide Council with any material, all items shall be given to the City Clerk and made part of the record. If anyone is interested in

discussing an issue further or ask additional questions, individual Council Members and staff will be available after the meeting to discuss the matter and answer questions.

Public Comments: There were none.

E. PRESENTATIONS

1. RESOLUTION 2017-XX APPROVING A CONTRACT WITH SIEG & AMBACHTSHEER, INC. FOR STORMWATER DRAINAGE SYSTEM IMPROVEMENTS

Mr. Landon provided a brief overview to this item. Mr. Mike Brennan presented a PowerPoint presentation, which is attached to these minutes.

CM Klufas-Where are those two remaining structures? Ans: Mr. Brennan-Runs between Royal Palms Canal and Buddy Taylor Middle School and the other one is near K-1. Similar structures.

CM Cuff-W1 is significantly less because some of it will remain? Ans: Mr. Brennan-Correct.

CM Cuff-How long are any of these structures out of commission during construction? Ans: Mr. Brennan-L1 doesn't hold water, K1 doesn't hold much water. Our goal is to get those weirs as dry as possible before January. 60-90 days.

CM Cuff-Where does the water in the two canals go (K-1 and L-1)? Ans: Mr. Brennan-It goes across 95; L-1 goes northeast and joins Iroquois waterway and k1 goes to the Korona canal.

CM Cuff-Is the high rating on October 2 because the gate is open? Ans: Mr. Brennan-The gate has been open since September 30.

F. WRITTEN ITEMS

2. RESOLUTION 2017-XX APPROVING DESIGN CONSTRUCTION FOR WELLFIELD EXPANSION

Mr. Landon provided a brief overview to this item. Ms. Mary Kronenberg presented a map, which is attached to these minutes.

3. RESOLUTION 2017- XX PIGGYBACKING CLAY COUNTY UTILITY AGREEMENT WITH SENSUS METERING

Mr. Landon provided a brief overview to this item.

4. RESOLUTION 2017-XX INFORMATION & TECHNOLOGY PURCHASE OF SUPPLIES FOR FISCAL YEAR 2017-2018

Mr. Landon provided a brief overview to this item.

5. RESOLUTION APPROVING WAGE ARTICLE WITH THE PALM COAST LABORERS' UNION

Mr. Landon provided a brief overview to this item.

6. RESOLUTION 2017-XXX APPROVING PIGGYBACKING CONTRACTS AND PURCHASE ORDERS FOR FLEET VEHICLES AND EQUIPMENT AS APPROVED IN THE FISCAL YEAR 2018 BUDGET

Mr. Landon provided a brief overview to this item.

CM Shipley-Do we have a price on how much purchases will be? Ans: Mr. Landon-In the agenda item, but I have the list. Total bottom line is \$1.9 mil to \$2.0 mil is what we are asking for at this point. \$155K under budget.

CM Cuff-Are these the same prices we discussed a few weeks back? Ans: Mr. Landon-Of the \$1.9 about \$900K was at the last business meeting. This one is about \$850K.

CM Shipley-Do the rest go to auction? Ans: Mr. Landon-Yes.

G. PUBLIC PARTICIPATION

Remainder of Public Comments:

Jack Carall-Police department comments made by former Mayor Jim Canfield. Can we invite him here to tell us how to do it?

Louis McCarthy-Police department. We have went over this several times; in-house vs. contracting.

Jon Netts-Police department. Disagrees with former Mayor Canfield who he has great respect and admires for his leadership during his term. Reminded Council of the study that was done years ago to bring a police department to the City.

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

Nothing at this time. Waiting for Mr. Landon's report(s).

Mr. Landon provided an overview to the Mayor's Bloomberg Philanthropies' Challenge (Grant competition). Ms. Maeve Dineen presented a PowerPoint presentation, which is attached to these minutes.

CM Klufas-Is this the first time Bloomberg is doing this? Ans: Ms. Dineen-I think they have done this for a few years. Mr. Falgout-I do not think they do this yearly but that they have expanded their marketing.

CM Klufas-What have the previous winners done-is this compatible? Ans: Ms. Dineen-It is

very diversified.

Debris-Mr. Landon and Mr. Falgout provided an overview to the debris clean-up efforts.

Mayor Holland arrived at 9:46 a.m.

CM Cuff-We are opening the site on north US 1 that we used for Matthew? Will that be staffed? Ans: Mr. Landon-Yes, during our business hours.

CM Cuff-According to WastePro they have done all bag pick-ups, is that true? Ans: Mr. Landon-I believe it to have been all wrapped up on Saturday, definitely not Wednesday. If there are debris bags out, WastePro should be picking those up on their regular Wednesday run. We do not get reimbursed for bags and cans from FEMA.

CM Cuff-Is there anything more we can do to communicate when a homeowner has a tree cut down by a tree service (commercial) entity than when they have a tree service company take the cut up tree with them? Ans: Mr. Landon-The tree service companies know this. They are very busy and there are some from out of town that do not know to take the debris.

CM Klufas-Do we have the resources (power) to purchase a claw truck? Ans: Mr. Landon-On the agenda for next week, under Fleet purchases, there is a claw truck, not just for storms, but for year round purposes. One truck helps, but with the kind of debris we have, you would need 20 and we do not want the trucks sitting around waiting for storms.

Mayor Holland- A few businesses have contacted me, has there been discussions with WastePro to have a universal commercial contract for these events? Ans: Mr. Landon-We do not pick up commercial waste/debris. The businesses contract with haulers and their yard services should be taking the debris with them as they have the ability to take away the debris.

Mayor Holland-Learning from these events, can we add it? Ans: Mr. Landon-We will discuss this in the post event discussions.

Mr. Landon provided an overview to the after storm issues with utility. There will be a higher recovery cost with last weeks' heavy rain. Because this was not declared an emergency, the costs associated with the heavy rains are not reimbursed by FEMA. It is estimated that the tanker trucks are costing us \$500K.

Mayor Holland-Due to the proximity of the event, can we make that argument? Ans: Mr. Landon-We can try to make that argument.

Mr. Richard Adams provided Council an overview to the history of rain events, hurricanes and our utility system capacities.

Mayor Holland-We may want to ask FEMA why has Houston already received funds and we have not received funds from Matthew yet.

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

Nothing at this time.

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

Mr. Landon-Movie in the Park this Friday around 7:15 p.m. Sunday is the Pink Army 5K run. Still time to register online. Event starts at the hospital parking lot.

K. ADJOURNMENT

Meeting adjourned at 10:16 a.m.

Respectfully Submitted,
Virginia A. Smith, MMC/CP
City Clerk

7. CALENDAR/WORKSHEET

8. ATTACHMENTS TO MINUTES

City of Palm Coast, Florida Agenda Item

Agenda Date : October 3, 2017

Department Item Key	Amount Account #
Subject PROCLAMATION RECOGNIZING DISABILITY EMPLOYMENT AWARENESS MONTH	
Background : The Trails Program of Flagler Schools requested the City proclaim the month of October as Disability Employment Awareness Month.	
Recommended Action : Proclaim the month of October as Disability Employment Awareness Month.	



PROCLAMATION

Whereas, Florida continues to foster economic growth through the development of a talented and diverse labor force, and the active and meaningful participation of individuals with disabilities as students, parents, employees, employers, and policy-makers is essential to providing equal opportunity to all Floridians; and

Whereas, during the 2016-2017 school year, there were more than 300,000 students with disabilities enrolled in the K-12 Education System, 20,000 students enrolled in the Florida College System, and more than 14,000 students enrolled in the State University System who reported having a disability; and

Whereas, during the 2016-2017 school year, there were more than 1,700 students with disabilities enrolled in Flagler Schools K-12 Education System, which comprises over 13.5% of the overall student body for Flagler Schools; and

Whereas, in 2016-2017, the Division of Career and Adult Education enrolled more than 8,000 adults with disabilities in Adult General Education and Postsecondary Career and Technical Education Programs and more than 100,000 students with disabilities in Secondary Career and Technical Education Programs; and

Whereas, the Florida Division of Vocational Rehabilitation helps individuals with disabilities become part of America's workforce, and in 2016-2017 served 45,877 Floridians and assisted another 5,975 in finding or keeping jobs; and

Whereas, the Florida Division of Blind Services (DBS) is dedicated to ensuring that Floridians who are blind or visually impaired have the tools, support, and opportunity to achieve success, and in 2016-2017, DBS helped 854 individuals achieve successful employment outcomes and another 10,614 received assistance to become more successful in school, community, and work; and

Whereas, in addition, the DBS Bureau of Business Enterprises is comprised of 122 facilities managers, has employed 225 Floridians generating taxable gross sales totaling more than \$22 million and the Braille and Talking Book Library served more than 31,000 active readers with disabilities; and

Whereas, it is important to continue encouraging individuals with disabilities to realize their abilities in their education, employment, and communities.

NOW, THEREFORE, BE IT PROCLAIMED, by the City Council of the City of Palm Coast, Florida, that the _____ month _____ of _____ October, _____ be _____ officially _____ designated

“DISABILITY EMPLOYMENT AWARENESS MONTH”

and call on all citizens of Palm Coast to celebrate the many contributions individuals with disabilities make to Palm Coast, Florida, to our nation, and to the world.

Signed this 17th day of October 2017.

ATTEST:

CITY OF PALM COAST

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : 10/17/2017

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	PROCLAMATION DOMESTIC VIOLENCE AWARENESS MONTH	
Background :	The Family Life Center has requested the City proclaim October as Domestic Violence Awareness Month.	
Recommended Action :	Present Proclamation declaring October as Domestic Violence Awareness Month.	



PROCLAMATION

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, their home is tarnished by violence and fear; and

WHEREAS, family violence is a crime that transcends race, religion, ethnicity and economic stature, and one of its greatest tragedies is its effect on our children; and

WHEREAS, an estimated 4.8 million cases of domestic violence occur each year and, at its most tragic level, kills an average of more than three women every day nationally; and

WHEREAS, the Family Life Center, the only certified domestic violence emergency shelter and sexual assault in Flagler County, served 1,043 victims in the past year; and

WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrific crime; and

WHEREAS, the Flagler County Advocates Alliance (comprised of the Flagler County Sheriff's Office Victim Advocate, the Flagler Beach Police Department Victim Advocate, the State Attorney's Victim Advocate for the Seventh Judicial Circuit Flagler and the Family Life Center) and the Flagler County Sheriff's Domestic Violence Summit membership are committed to confront this crisis and are working together to increase public understanding of this problem and mobilize community efforts to end domestic violence.

NOW, THEREFORE, BE IT PROCLAIMED, by the City of Palm Coast Mayor and City Council do hereby designate October 2017 as

“DOMESTIC VIOLENCE AWARENESS MONTH”

And urge all citizens of Palm Coast to become a part of the community response to end domestic violence and to send the message that this crime will not be tolerated in our community.

As we spread awareness of domestic violence in our community during the month of October, we recognize that it takes an entire community to stand together and make a difference. Together, we can break the cycle and impact the lives of future generations.

Signed this 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk



PROCLAMATION

City of Palm Coast, Florida Agenda Item

Agenda Date : 10/17/2017

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	PROCLAMATION 2017 FLORIDA CITY GOVERNMENT WEEK	
Background : Florida City Government Week is part of an ongoing effort sponsored by the Florida League of Cities to raise public awareness about the services that cities perform and to educate the public on how city government works.		
Recommended Action : Present Proclamation declaring the Week of October 23-29 Florida City Government Week.		



PROCLAMATION

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and the City Council of the City of Palm Coast does hereby proclaim **October 23-29, 2017**,

FLORIDA CITY GOVERNMENT WEEK

Signed this 17th day of October 2017.

CITY OF PALM COAST,
FLORIDA

Witnessed by:

Milissa Holland, Mayor



PROCLAMATION

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: 10/17/2017

Department Item Key	Parks and Recreation	Amount Account #
Subject Presentation of awards for the Senior Games Parade Of Champions		
Background : <p>The Palm Coast & Flagler Beaches Senior Games were open to men and women ages 50 and older, against other athletes of the same gender and age group, in competitions of Ballroom Dancing, Tennis, Horseshoes, Golf, and Pickleball! The Senior Games started this year with an opening ceremony with a proclamation given at City Hall at the City Council Meeting on September 5th.</p> <p>The Palm Coast Senior Games are a part of the Florida Senior Games, which dates back to 1974 when the Golden Age Games were created in Sanford, FL. In 1992, the first Florida State Championships were held in Bradenton. Over the years and still to this day, the Florida Senior Games continues to grow. Together with the fun, fitness and competition, The Florida Senior Games is dedicated to:</p> <ul style="list-style-type: none">- Encouraging and promoting healthy lifestyles and staying fit for Florida's Adult Population.- Providing Floridians with the opportunity to compete at the local, state and national levels.- Providing all Floridians with an affordable and quality multi-sport festival they can call their own.- For individuals to compete in a fun- For all athletes, whether you were an athlete growing up, in high school, in college, or if you became an athlete after.- Even if you do not consider yourself an athlete, the Senior Games is meant to empower your inner athlete. <p>There are 11 different age groups ranging from 50 years old to 100+:</p> <p>The Palm Coast Senior Games are sanctioned by the Florida Sports Foundation and are a qualifier for the Florida Senior Games State Championships, located in Clearwater in December 2017.</p>		

City of Palm Coast, Florida Agenda Item

Agenda Date :10/17/2017

Department Item Key	CITY CLERK	Amount Account #
Subject	PRESENTATION OF CERTIFICATES TO GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS ACADEMY CLASS	
Background : The members of the 41 st Citizens' Academy Class are graduating today. The Citizens' Academy was created to educate residents about the operation of our City government during the last five Monday evenings, from 6:00 p.m. to 9:00 p.m., at which time, City departments discussed operations relating to their department. In order to fully understand the function of each department, as it relates to the City, students were encouraged to ask questions during these sessions. Students are required to attend all classes in order to graduate and receive a certificate.		
Recommended Action : Present certificates to the graduates of the 41 st class of the Palm Coast Citizen's Academy.		

City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/17/2017

Department Planning	Amount
Item Key	Account
	#
Subject ORDINANCE 2017-XX MEDICAL MARIJUANA REGULATIONS	
<p>Background: <u>Update from the October 3, 2017 Business Meeting.</u> This item was heard by City Council at their October 3, 2017 Business Meeting. There were no changes suggested to this item.</p> <p><u>Update from the September 26, 2017 Workshop</u> This item was heard by City Council at their September 26, 2017 Workshop. There were no changes suggested to this item.</p> <p><u>Original background from the September 26, 2017 Workshop</u> At the August 8, 2017 City Council Workshop, staff gave an update regarding the new State legislation regulating medical marijuana. This legislation sets forth the operating framework for local government implementation with respect to Medical Marijuana Dispensary options.</p> <p>The regulations contains preemptive language which limits the ability of local governments to regulate Medical Marijuana Dispensaries.</p> <p>Cities have two choices. A City may ban medical marijuana dispensaries or if a City does not ban medical marijuana dispensaries, a City must regulate dispensaries as they do pharmacies.</p> <p>Based on this information, Council directed staff to draft an Ordinance, which allow pharmacies (and dispensaries), in all of the commercial zoning districts currently permitted, except for Neighborhood Commercial (COM-1). The City's Neighborhood Commercial (COM-1) is largely located interior to single family homes and is generally intended for the daily needs of residents.</p> <p>The proposed Ordinance defines pharmacies and Medical Marijuana Treatment Centers, allowing the use specifically in COM-2, COM-3, OFC-1 OFC-2, and MPDs if specified.</p> <p>The proposed Ordinance excludes Pharmacy/Medical Marijuana Treatment Center from COM-1, Neighborhood Commercial.</p> <p>The City of Palm Coast is currently under a Medical Marijuana moratorium pending adoption of this Ordinance.</p>	
Recommended Action :	
Adopt Ordinance 2017-XX MEDICAL MARIJUANA REGULATIONS	

ORDINANCE 2017-_____
MEDICAL MARIJUANA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA RELATING TO PHARMACY LOCATIONS AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES; AMENDING SECTION 14.02 OF THE LAND DEVELOPMENT CODE TO ADD DEFINITIONS FOR PHARMACY AND MEDICAL MARIJUANA TREATMENT CENTER, AND AMENDING SECTION 3.03.02, TABLE 3-4 TO ESTABLISH PERMITTED ZONING DISTRICTS FOR PHARMACIES AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State of Florida and the Palm Coast area in particular are in the midst of an opioid crisis of epidemic proportions; and

WHEREAS, the City Council believes it will be beneficial to keep prescription drug dispensaries away from COM-1, which is the neighborhood commercial district; and

WHEREAS, there are no pharmacies in COM-1, making it an ideal time to eliminate pharmacies as a permitted use; and

WHEREAS, this Ordinance is consistent with the Comprehensive Plan of the City of Palm Coast, and with Fla. Stat. 381.986 (2017), and is in the best interests of the citizens; and

WHEREAS, at a specially scheduled meeting on September 19, 2017, the City's Planning and Land Development Regulation Board voted in favor of the proposed revisions; and

WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

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

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

SECTION 2. Section 14.02, Glossary, of Chapter 14 of the Unified Land Development Code of the City of Palm Coast is hereby amended to read as follows:

Sec. 14.02. – Glossary

* * *

Medical Marijuana Treatment Center – has the meaning provided in Article X, Section 29, Florida Constitution. Medical Marijuana Treatment Center Dispensing Facilities are a component of said definition. Medical Marijuana Treatment Center Dispensing Facilities are subject to licensure by the Florida Department of Health, pursuant to Section 381.986, Fla. Stat. (2017) and implementing regulations.

* * *

Pharmacy - is a retail use licensed under the Florida Statutes to dispense or sell prescription drugs, including, but not limited to, Medical Marijuana Treatment Center Dispensing Facilities, as referenced in Fla. Stat. 381.986(11), as amended from time to time. The term does not include hospice services, medical and diagnostic laboratories, dental labs, medical and professional offices, outpatient care facilities, assisted living facilities, nursing homes, adult day care centers, child day care centers, schools, colleges, or other educational or health care institutions.

* * *

SECTION 3. Table 3-4, of Section 3.03.02, Nonresidential and Mixed Use Districts – Allowable Uses, of Chapter 3, of the Unified Land Development Code of the City of Palm Coast is hereby amended to read as follows:

Table 3-4. Nonresidential and Mixed Use Zoning Districts – Use Table

* * *

Specific Use Type	COM- 1	COM- 2	COM- 3	OFC- 1	OFC- 2	IND- 1	IND- 2	PSP	P & G	PRS	MPD ¹
Hospice Services	S	P	P	S	P	-	-	P	-	-	P
Hospitals	-	P	P	-	P	-	-	P	-	-	P
Houses of Worship/Religious Institutions (L)	P	P	P	P	P	-	-	P	-	-	P
Nonprofit Organizations, (e.g.,	P	P	P	P	P	-	-	P	-	-	P

Humane Societies) (L)											
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* * *

Office, Medical and Professional											
Banks and Credit Unions	P	P	P	P	P	-	-	-	-	-	P
Building Contractors	-	S	P	S	P	P	-	-	-	-	P
Mail Order Facilities	P	P	P	P	P	P	-	-	-	-	P
Medical and Professional Offices	P	P	P	P	P	-	-	-	-	-	P
Outpatient Care Facilities	P	P	P	P	P	-	-	-	-	-	P
<u>Pharmacies²</u>	=	P	P	P	P	=	=	=	=	=	=
Scientific and Technical (e.g. architects, engineers, design, programming, and consulting)	P	P	P	P	P	S	-	-	-	-	P
Temporary Employment Agencies and Management Services	P	P	P	P	P	-	-	-	-	-	P
Veterinarians (without kennels/post-operative care only)	P	P	P	P	P	-	-	-	-	-	P

* * *

Vehicle Sales, Rental, Service, and Repair

Automotive, Recreational Vehicle, and Boat Dealers	-	S	P	-	-	P	-	-	-	-	P
Car Washes	-	S	P	-	-	-	-	-	-	-	P
Commercial & Industrial Machinery & Equipment Rental and Leasing	-	S	P	-	-	P	P	-	-	-	P
Convenience Stores with Fueling Facilities (L)	P-1 ³	P	P	-	-	-	-	-	-	-	P
Motor Vehicle Towing Services	-	-	S	-	-	P	P	-	-	-	P
Motorcycle Dealers	-	P	P	-	-	P	-	-	-	-	P
Service Stations	P	P	P	-	-	P	-	-	-	-	P
Taxi and Limousine Services	P	P	P	-	-	-	-	-	-	-	P
Vehicle Rental/Leasing	-	S	P	-	-	P	-	-	-	-	P
Vehicle Repair	-	S	P	-	-	P	-	-	-	-	P

* * *

Footnotes for Table 3-4:

¹ Only if use is specifically mentioned within the MPD Development Agreement.

² A medical marijuana treatment center dispensing facility may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school. Fla. Stat. 381.986.

³ If subject property is within 500 feet of any residential property, a special exception for the use is required in accordance with Section 2.07 – Special Exceptions.

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

SECTION 5. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to Section," "Article," or other appropriate word.

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

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

Approved on first reading this 3rd day of October 2017.

Adopted on the second reading after due public notice and hearing this 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR.
CITY ATTORNEY

City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/17/2017

Department	COMMUNITY DEVELOPMENT	Amount
Item Key		Account
		#
Subject	ORDINANCE 2017-XX AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR 109+/- ACRES LOCATED 1,400' NORTH OF ROBERTS ROAD ON THE EASTSIDE OF COLBERT LANE FROM FLAGLER COUNTY DESIGNATIONS TO CITY OF PALM COAST DESIGNATIONS	
Background : The proposed comprehensive plan amendment is for 109+/- acre parcel annexed into the City on September 19, 2017. The application is for a large-scale Future Land Use Map (FLUM) amendment that will designate the subject parcels with the equivalent City of Palm Coast designation. As specified in a Pre-annexation agreement with the land owner, the proposed amendment will recognize and protect the existing entitlements granted to the subject property. Currently, the subject area has Flagler County FLUM designations of Residential-Medium Density (88.9+/- acres), Commercial-Low Intensity (3.5+/- acres), and Conservation (17.5+/- acres). The amendment will change the designations to the most equivalent City of Palm Coast designations of Residential (88.9+/- acres), Mixed Use (3.5+/- acres), and Conservation (17.5+/- acres). Additionally, the proposed amendment will include a policy on the FLUM to limit residential development on the parcels to 615 dwelling units. There is a companion zoning map amendment that will provide the parcel with a City of Palm Coast designation which recognizes the existing entitlements and development standards previously approved for the parcel. An analysis of the proposed amendment's impacts on public facilities and infrastructure indicates no significant increase in impacts since the entitlements remain generally similar. Additionally, the proposed amendment will not cause a more significant impact on the environmental conditions on the subject property since the entitlements will remain the same. Finally, the proposed amendment is consistent with comprehensive plan policies regarding: <ul style="list-style-type: none">• Directing development where existing infrastructure is available,• Providing opportunities to diversify the housing stock in the City, and• Designating urban densities (1 d.u./acre) only in areas that have sufficient capacity for central sewer and water services. The Planning and Land Development Regulation Board held a public hearing on September 19, 2017 and recommended approval of the proposed amendment.		
Recommended Action : Planning Staff and the Planning and Land Development Regulation Board (PLDRB) Recommend that the City Council Approve application number 3401 to amend the Future Land Use Map (FLUM) for 109+/- acres from Residential-Medium Density (88.9+/- acres), Commercial-Low Intensity (3.5+/- acres), and Conservation (17.5+/- acres) to the most equivalent City of Palm Coast designations of Residential (88.9+/- acres), Mixed Use (3.5+/- acres), and Conservation (17.5+/- acres) along with a footnote to limit residential development		

to 615 dwelling units.

ORDINANCE NO. 2017-_____
MARINA DEL PALMA COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR 109+/- ACRES OF CERTAIN REAL PROPERTY FROM FLAGLER COUNTY FUTURE LAND USE MAP DESIGNATIONS OF RESIDENTIAL-MEDIUM DENSITY, COMMERCIAL-LOW INTENSITY, AND CONSERVATION TO CITY OF PALM COAST DESIGNATIONS OF RESIDENTIAL, MIXED USE, AND CONSERVATION AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE; INCLUDING A NOTE ON THE FUTURE LAND USE MAP TO LIMIT RESIDENTIAL DEVELOPMENT ON THE SUBJECT PARCELS TO 615 DWELLING UNITS; PROVIDING FOR CONFLICTS, RATIFICATION OF PRIOR ACTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2010-07, adopting the *City of Palm Coast 2035 Comprehensive Plan* which includes the City of Palm Coast Future Land Use Map (FLUM), which Plan and FLUM have been amended from time-to-time; and

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

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

WHEREAS, the City of Palm Coast is desirous of amending the future land use designation of property located within the City from Flagler County Designations Residential-Medium Density, Commercial-Low Intensity, and Conservation to City of Palm Coast designation of Residential, Mixed Use, and Conservation; and

WHEREAS, the proposed future land use map amendment includes a note on the Future Land Use Map to limit residential development within the subject property to 615 dwelling units; and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed comprehensive plan amendment at a public hearing on _____ 2017 and voted to recommend approval of the proposed Comprehensive Plan Amendment; and

WHEREAS, on _____ and _____, 2017 the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PALM COAST, FLORIDA, THAT THE FUTURE LAND USE MAP IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

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

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

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

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

SECTION 2. FUTURE LAND USE MAP AMENDED.

The 109+/- acres subject area, generally located 1400 feet north of Roberts Rd. on the eastside of Colbert Lane, as depicted and legally described in "Exhibit A", attached

hereto, is hereby amended from Flagler County Designations Residential-Medium Density, Commercial-Low Intensity, and Conservation to City of Palm Coast designation of Residential, Mixed Use, and Conservation including a note on the FLUM limiting the subject property to 615 dwelling units as depicted in “Exhibit B”.

SECTION 3. CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER.

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

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

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

APPROVED on first reading after due public notice and hearing the ____ day of _____, 2017.

ADOPTED on second reading after due public notice and hearing the ____ day of _____, 2017.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia Smith, City Clerk

Milissa Holland, Mayor

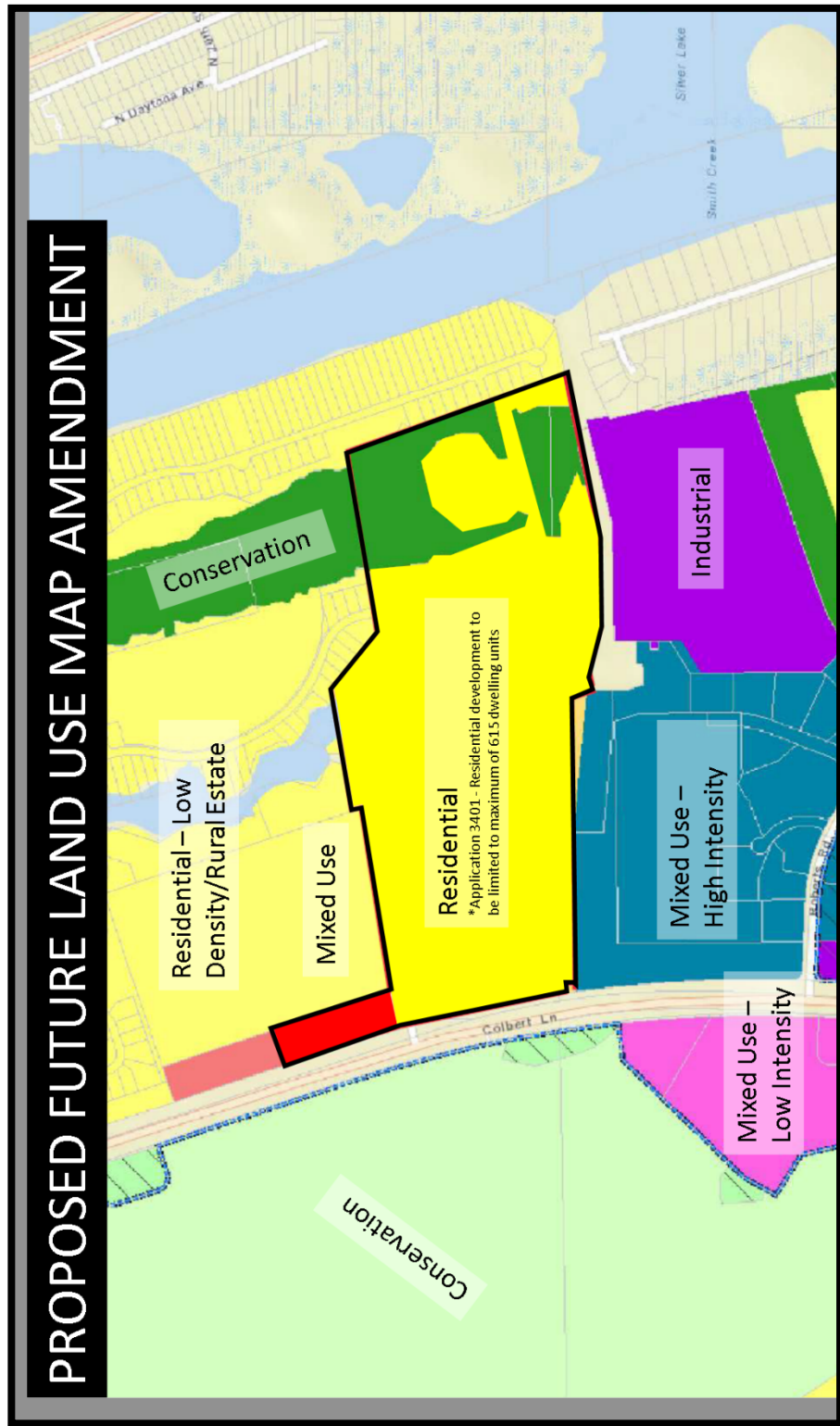
EXHIBIT A

LEGAL DESCRIPTION – Boundary Description

A PART OF SECTIONS 34 AND 35, TOWNSHIP 11 SOUTH, RANGE 31 EAST, AND SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN PLAT BOOK 33, PAGES 54 THROUGH 61 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER ALSO LYING ON THE EAST RIGHT OF WAY LINE OF COLBERT LANE (A 200 FOOT WIDE RIGHT OF WAY, AS NOW ESTABLISHED) THENCE NORTH 71°35'39" EAST ALONG THE SOUTHERLY LINE OF SAID PALM COAST PLANTATION PUD UNIT 2, A DISTANCE OF 279.53 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 569, PAGE 759 OF SAID PUBLIC RECORDS; THENCE SOUTH 18°24'03" EAST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°24'03" EAST ALONG SAID LINE, A DISTANCE OF 716.28 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 80°34'30" EAST ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 1097.79 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 18°24'16" WEST ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 60.80 FEET TO THE SOUTHWEST CORNER OF TRACT I, PALM COAST PLANTATION PUD UNIT 4 AS RECORDED IN PLAT BOOK 34 PAGES 5 THROUGH 11, INCLUSIVELY, THENCE EASTERLY AND SOUTHERLY ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PALM COAST PLANTATION PUD UNIT 4 THE FOLLOWING FOUR COURSES; NORTH 80°34'30" EAST, A DISTANCE OF 728.45 FEET; THENCE SOUTH 51°44'16" EAST, A DISTANCE OF 425.31 FEET; THENCE NORTH 80°34'30" EAST, A DISTANCE OF 1101.40 FEET; THENCE SOUTH 19°11'49" EAST, A DISTANCE OF 1358.39 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINES OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 554, PAGE 832 AND RECORDED IN SAID PUBLIC RECORDS THE FOLLOWING NINE COURSE, SOUTH 79°29'51" WEST, A DISTANCE OF 304.73 FEET; THENCE SOUTH 70°14'27" WEST, A DISTANCE OF 92.41 FEET; THENCE NORTH 83°02'12" WEST, A DISTANCE OF 51.54 FEET; THENCE SOUTH 77°10'19" WEST, A DISTANCE OF 619.14 FEET; THENCE NORTH 89°14'51" WEST, A DISTANCE OF 475.82 FEET; THENCE NORTH 73°01'14" WEST, A DISTANCE OF 142.83 FEET; THENCE NORTH 75°05'25" WEST, A DISTANCE OF 70.36 FEET; THENCE SOUTH 71°00'23" WEST, A DISTANCE OF 69.80 FEET; THENCE NORTH 55°45'02" WEST, A DISTANCE OF 70.36 FEET; THENCE SOUTH 00°16'47" EAST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 554, PAGE 832, A DISTANCE OF 52.58 FEET; THENCE NORTH 25°14'03" WEST, A DISTANCE OF 156.53 FEET; THENCE WESTERLY ALONG THE SOUTHERLY LINE AND ITS EASTERLY PROLONGATION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 678, PAGE 1352, SOUTH 89°10'56" WEST, A DISTANCE OF 1717.09 FEET TO THE INTERSECTION OF AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF COLBERT LANE, SAID RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 7734.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 1.62 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 07°55'11" WEST AND A CHORD DISTANCE OF 1.62 FEET TO A POINT ON SAID CURVE; THENCE NORTH 82°08'24" EAST, A DISTANCE OF 50.24 FEET; THENCE NORTH 07°51'36" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 82°08'24" WEST, A DISTANCE OF 50.54 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AFOREMENTIONED COLBERT LANE, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE WESTERLY HAD HAVING A RADIUS OF 7734.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 1354.22 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 13°23'11" WEST AND A CHORD DISTANCE OF 1352.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND SAID RIGHT OF WAY LINE; THENCE NORTH 18°24'09" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 340.86 FEET; THENCE NORTH 71°35'37" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 219.50 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 109.21 ACRES MORE OR LESS.

EXHIBIT B





COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

September 27, 2017

OVERVIEW

Case Number: 3401

Applicant: City of Palm Coast

Size of subject property: Approximately 109 acres

Property Description/Location: An approximately 109 acre area located 1,400 feet north of Roberts Road, and east of Colbert Lane.

Property Owner(s): Sunbelt Palm Coast Marina LLC, WGA Investments LLC

Real Estate ID #: 02-12-31-0000-01010-0051, 34-11-31-0000-01010-0090, 35-11-31-0000-01010-0061, 02-12-31-0000-01010-0041, 02-12-31-0000-01010-0050, 34-11-31-0000-01010-0000, 35-11-31-0000-01010-0010, 35-11-31-0000-01010-0060

Current FLUM Designation: Residential-Medium Density (88.9+/- acres), Commercial-Low Intensity (3.5+/- acres), and Conservation (17.5+/- acres) – Flagler County designations

Current Zoning Designation: Planned Unit Development (PUD) – Flagler County designation

Current Use: Vacant

Requested Action: Large-scale Future Land Use Map (FLUM) amendment for an approximately 109 acre parcel from current Flagler County designations to City of Palm Coast designations. Proposed amendment will include a policy to limit residential development on the parcels to 615 dwelling units.

There is a companion zoning map amendment that will change the zoning on the designated parcels to an equivalent City of Palm Coast Master Planned Development Agreement.

Recommendation: Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council approve the Transmittal of the FLUM amendment to the State Land Planning Agency.

Project Planner: José Papa, AICP, Senior Planner

ANALYSIS

BACKGROUND

The application is for 109+/- acre parcel annexed into the City on September 19, 2017. The application is for a large-scale Future Land Use Map (FLUM) amendment that will designate the subject parcels with the equivalent City of Palm Coast designation. As specified in a Pre-annexation agreement with the land owner, the proposed amendment will recognize the existing entitlements granted to the subject property.

Currently, the subject area has Flagler County FLUM designations of Residential-Medium Density (88.9+/- acres), Commercial-Low Intensity (3.5+/- acres), and Conservation (17.5+/- acres). The proposed amendment will amend the Flagler County designations to the most equivalent City of Palm Coast designations of Residential (88.9+/- acres), Mixed Use (3.5+/- acres), and Conservation (17.5+/- acres). Additionally, the proposed amendment will include a policy on the FLUM to limit residential development on the parcels to 615 dwelling units. There is a companion zoning map amendment to amend the zoning designation of the parcel to City of Palm Coast Master Planned Development along with a Master Planned Development Agreement which recognizes the existing entitlements and development standards previously approved for the parcel.

DENSITY/INTENSITY AND POPULATION

Note: The analysis for comprehensive plan map amendments take into consideration the maximum development potential including any policy limiting development under the current and proposed land use category and represent the theoretical maximum development potential within the land use category.

Currently, the 109+/- acre subject area currently has Flagler County FLUM designations of Residential-Medium Density (88.9+/- acres), Commercial-Low Intensity (3.5+/- acres), and Conservation (17.5+/- acres). The proposed amendment will amend the Flagler County designations to City of Palm Coast designations of Residential (88.9+/- acres), Mixed Use (3.5+/- acres), and Conservation (17.5+/- acres). Additionally, the proposed amendment will include a policy on the FLUM to limit residential development on the parcel to 615 dwelling units.

As shown in Table 1, the proposed amendment will have a potential net increase of 38,115 sq. ft. and net reduction of 7 dwelling units. The increase in allowable sq. ft. is due to the City of Palm Coast Mixed Use designation having a higher allowable Floor to Area Ratio of .55 while the existing Flagler County FLUM designation has a maximum FAR of .30. The net reduction in dwelling units is due to the policy limiting residential development to 615 dwelling units.

TABLE 1 - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (NON-RESIDENTIAL USE)			
	# of Acres	Maximum FAR	Maximum Sq. Ft. ⁽¹⁾
Proposed FLUM: Mixed Use (City Designation)	3.5	0.55	83853
Current FLUM: Commercial Low Intensity (Flagler County designation)	3.5	0.30	45738
NET CHANGE		Increase	38115
Footnotes: ⁽¹⁾ Max Sq. Ft. = # of Acres X Max. FAR X 43560 sq.ft/acre			

TABLE 1a - FLUM DESIGNATION MAXIMUM DENSITY/INTENSITY ALLOWED (RESIDENTIAL USE)			
	# of Acres	Maximum Density	Maximum # of units ⁽¹⁾
Proposed FLUM: Residential (City Designation)	88.9	15 units/acre* (will include policy limit of 615 units)	615
Current FLUM: Residential-Medium High Density (Flagler County designation)	88.9	7 units/acre	622
NET CHANGE		Increase	-7
Footnotes: ⁽¹⁾ Max. # of units = # of Acres X Maximum Density			

PUBLIC FACILITIES AVAILABILITY/IMPACT ANALYSIS (BASED ON THEORETICAL YIELD OF MAXIMUM DEVELOPMENT POTENTIAL)

Objective 1.1.3-Evaluation of Amendments to the FLUM

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.2 - At a minimum, infrastructure availability and capacity, specified as follows, shall be considered when evaluating proposed FLUM amendments:

- A. Existing and future capacity of roadways based on functional classifications and best available data for traffic modeling. For the purposes of evaluating capacity, roadway improvements programmed in the FDOT 5-year Work Plan or listed in either the City or the County 5-year Capital Improvement Program shall be considered.
- B. Large-scale, high-intensity commercial projects shall be concentrated at intersections of the following arterials
- C. Existing and future availability and capacity of central utility systems.
- D. Availability and capacity of receiving watercourses and drainage systems to convey design storm events.

PUBLIC FACILITIES CAPACITY/IMPACT ANALYSIS

As previously stated the intent of the comprehensive plan amendment is to provide a City of Palm Coast designation for the subject property while recognizing the existing entitlements. Based on an analysis of the development potential under the existing and proposed FLUM with consideration of the proposed policy to limit development on the subject parcel. The analysis shows no substantial increase in the demand on public facilities and services. The analysis provided in this section is a capacity analysis. At the time of site plan review or during the platting process, a more in-depth analysis of the public infrastructure needed to serve the proposed project is conducted. It should be noted that preliminary review of the proposed development has been conducted by the City of Palm Coast Utilities Department.

The results of the net impact analysis are shown on Table 2, and are summarized below:

Transportation

The proposed FLUM amendment will have a maximum potential net increase of 86 peak hour trips.

Potable Water

The proposed FLUM amendment will have a maximum potential net decrease in demand for potable water of 4,290 gallons/day.

Wastewater

The proposed FLUM amendment will have a maximum potential net decrease in demand for sanitary sewer treatment of 2,375 gallons/day.

Solid Waste

The proposed FLUM amendment will have a maximum potential net decrease of 151 lbs. of solid waste/day. The City currently has an interlocal agreement with Volusia County for solid waste disposal. There is adequate capacity at the Volusia County landfill to accommodate the additional demand.

Public Recreation and Open Space

The proposed FLUM amendment will have a potential net decrease in demand of -.14 acres of park facilities.

Public Schools

The proposed FLUM amendment will have a potential net decrease in demand of 3 student stations.

Stormwater

N/A. Stormwater treatment facilities are reviewed for consistency with LOS during site plan review.

Table 2 Public Facilities Impact Analysis

*Proposed FLUM amendment includes site specific policy to limit residential development to 615 dwelling units.

Density ⁽¹⁾	# of units or square feet of development	Transportation (PHT) ⁽²⁾	Potable Water (GPD) ⁽³⁾	Sanitary Sewer (GPD) ⁽⁴⁾	Solid Waste (lbs./capita/day) ⁽⁵⁾	Recreation and Parks (8 acres/ 1000 pop.) ⁽⁶⁾	Public Education (students) ⁽⁷⁾	Stormwater Drainage ⁽⁸⁾
Proposed FLUM designation								
Conservation (17.5 ac.) No development								
Residential (88.9 ac.) 12 du/acre	615	615	184,500	121,032	12,708	11.8	204	N/A
Mixed Use (3.5 ac.) .55 FAR	83,853	311	14,255	8,385	0	0.0	0	N/A
(minus) 34% pass-by trips for shopping center		106						
	Total	820	198755	129417	12708	12	204	N/A
Current FLUM designation (Flagler County Designations)								
Conservation (17.5 ac.) No development		--	--	--	0	0.0	0	N/A
Residential-Medium Density (88.9 ac.) 7 du/acre	622	622	186,690	122,469	12,859	11.9	207	N/A
Commercial Low Intensity (3.5 ac.) .30 FAR	45,738	170	7,775	4,574	0.0	0.0	0	N/A
(minus) 34% pass-by trips for shopping center		58						
	Total	734	194465	127042	12859	12	207	
Net Change		86	4,290	2,375	-151	-0.1	-3	N/A

Footnotes:⁽¹⁾ Calculation of Density: Lot Size (acre)*# of units/acre⁽²⁾ Calculation of Intensity: Lot Size (acre)*43560*FAR⁽³⁾ Transportation: Residential PM Peak Hour Trips (PHT), Residential Development: = # of units*1.0 PM-PHT (Average Rate), ITE Trip Generation Manual, 9th Edition⁽⁴⁾ Transportation: Non-residential PM Peak Hour Trips (PHT), Industrial Use = ITE Code 820: Shopping Center = 3.71/1000 sq. ft. based on equation in ITE Manual, 9th⁽⁵⁾ Potable Water: Residential = # of units*2.4*125 gallons/capita/day⁽⁶⁾ Potable Water: Commercial = 17 gpd/100 sq. ft.⁽⁷⁾ Wastewater: Residential = # of units*2.4*82 gallons/capita/day⁽⁸⁾ Wastewater: Commercial = 10 gpd/100 sq. ft.⁽⁹⁾ Solid Waste: Residential Demand = # of units*2.40*8.61 lbs/capita/day⁽¹⁰⁾ Solid Waste: No Level of Service Requirement for Non-residential⁽¹¹⁾ Recreation and Parks: Residential Demand = # of units * 2.40 *8 acres/1000 persons⁽¹²⁾ Recreation and Parks = No LOS Requirement for Non-residential⁽¹³⁾ Public Education Residential: = Based on multiplier provided by Flagler County School District. See Table 3.⁽¹⁴⁾ Public Education Non-Residential = No LOS Requirement for Non-residential⁽¹⁵⁾ Stormwater/Drainage: Stormwater Treatment will be reviewed for consistency with adopted LOS, during site plan approval process.**ENVIRONMENTAL/CULTURAL RESOURCES ANALYSIS****Objective 1.1.3-Evaluation of Amendments to the FLUM**

Review proposed amendments to the Future Land Use Map (FLUM) based upon environmental conditions, the availability of facilities and services, school capacity, compatibility with surrounding uses, and other generally accepted land use planning principles.

Policy 1.1.3.1- At a minimum, the following environmental factors shall be evaluated each time FLUM amendments are proposed:

- A. Topography and soil conditions including the presence of hydric soils.
- B. Location and extent of floodplains and the Coastal Planning Area, including areas subject to seasonal or periodic flooding.
- C. Location and extent of wetlands, certain vegetative communities, and protected wildlife species.
- D. Location and extent of other environmentally sensitive features.
- E. Proximity to wellfields and aquifer recharge areas.
- F. Impacts to potable water supply.

Analysis: The proposed comprehensive plan amendment does not cause additional environmental/cultural impacts on the subject property. The proposed amendment does not change the developable areas and continues to preserve the identified "Conservation" areas. A copy of the environmental assessment and site plan analysis report is provided.

LAND USE COMPATIBILITY ANALYSIS

Policy 1.1.3.3 – At a minimum, compatibility with proximate uses and development patterns shall be considered when evaluating proposed FLUM amendments.

- A. This policy shall not be construed to mean that different categories of uses are inherently incompatible; rather, it is intended to promote the use of transitional areas where densities and intensities can be appropriately scaled.*
- B. Buffers are encouraged as an effective means of transition between areas where there is a greater degree of disparity in terms of densities and intensities.*
- C. Impacts to the health, safety, and welfare of surrounding residents shall be considered.*

Surrounding Future Land Use Map Designation:

North: Residential: Low Density-Rural Estate (Flagler County)

South: Mixed Use: High Intensity (Flagler County)

East: Residential: Low Density-Rural Estate (Flagler County)

West: Conservation (City of Palm Coast) – Graham Swamp Preservation Area

Surrounding Zoning Designation:

North: Agriculture & Planned Unit Development (PUD) (Flagler County)

South: Planned Unit Development (PUD) (Flagler County)

East: Planned Unit Development (PUD) (Flagler County)

West: Preservation (City of Palm Coast)

Surrounding Property Existing Uses:

North: Vacant/FIND Property & Single-family residential

South: Vacant

East: Single-family residential

West: Preservation area

The proposed FLUM amendment is consistent with the land use designations in the proximate area. The proposed Residential land use designation is appropriate and consistent with properties to the north, east and south. The proposed Mixed Use designation along Colbert Lane abut residential properties and are separated by Colbert Lane from lands with a FLUM designation of Conservation

CONSISTENCY WITH COMPREHENSIVE PLAN

In addition to being consistent with Objective 1.1.3 and Policy 1.1.3.3 which establishes the criteria for review of Future Land Use Map Amendments as provided in the previous section. The proposed amendment is consistent with the following policies in the Comprehensive Plan:

Policy 1.3.1.1 - The City shall ensure that the location and timing of new development is coordinated with the provision of public facilities through the use of growth management measures being included in the LDC such as development phasing, programming, and appropriate sizing of public facilities.

Analysis: The proposed amendments are consistent with Policy 1.3.1.1, the public facilities impacts can be accommodated by the existing infrastructure capacity. The need to extend water or wastewater mains to the facility will be the responsibility of the developer/property owner.

Policy 1.4.2.1 – The city shall provide an appropriate balance of commercial, retail, office, and industrial land uses on the FLUM to balance jobs and housing.

Analysis: The proposed amendment is consistent with Policy 1.4.2.1, the proposed amendment will mainly increase the number of residential dwellings in the area. The amendment will retain a small 3.5 acre parcel for non-residential uses which may provide services to the residential units.

Objective 3.4.1 – Diversity in Housing Opportunities

Policy 3.4.1.1 – Through the FLUM and the zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use development.

Analysis: The proposed amendment is consistent with Comprehensive Plan Objective and Policy to provide opportunities to diversify housing opportunities in the City. The change to Residential land use designation provides an opportunity to have zoning designations that would allow greater flexibility in density, size, or housing types.

Policy 5.1.3.2 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for potable water facilities and wastewater facilities where connection is available consistent with Policies 1.1.1.2 and 1.1.3.2. For the purposes of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed amendment to Residential and Mixed Use designation is consistent with Comprehensive Plan policy to create urban densities or intensities in areas that have sufficient existing or planned capacity for potable water and wastewater facilities.

Policy 5.2.2.3 – The City shall designate urban densities or intensities on the Future Land Use Map only in areas that have sufficient existing or planned capacity for sanitary sewer facilities and where connection is available as set forth in State law and City regulations. The City shall minimize the use of septic tanks in accordance with the provisions of Objective 5.2.3 and policies implementing that objective. For the purpose of this Plan, any residential density exceeding one (1) dwelling unit per acre shall be deemed to be an urban density.

Analysis: The proposed amendment to Residential and Mixed Use is consistent with Comprehensive Plan policy above to designate urban densities or intensities in areas that have sufficient existing or planned capacity for sanitary sewer facilities.

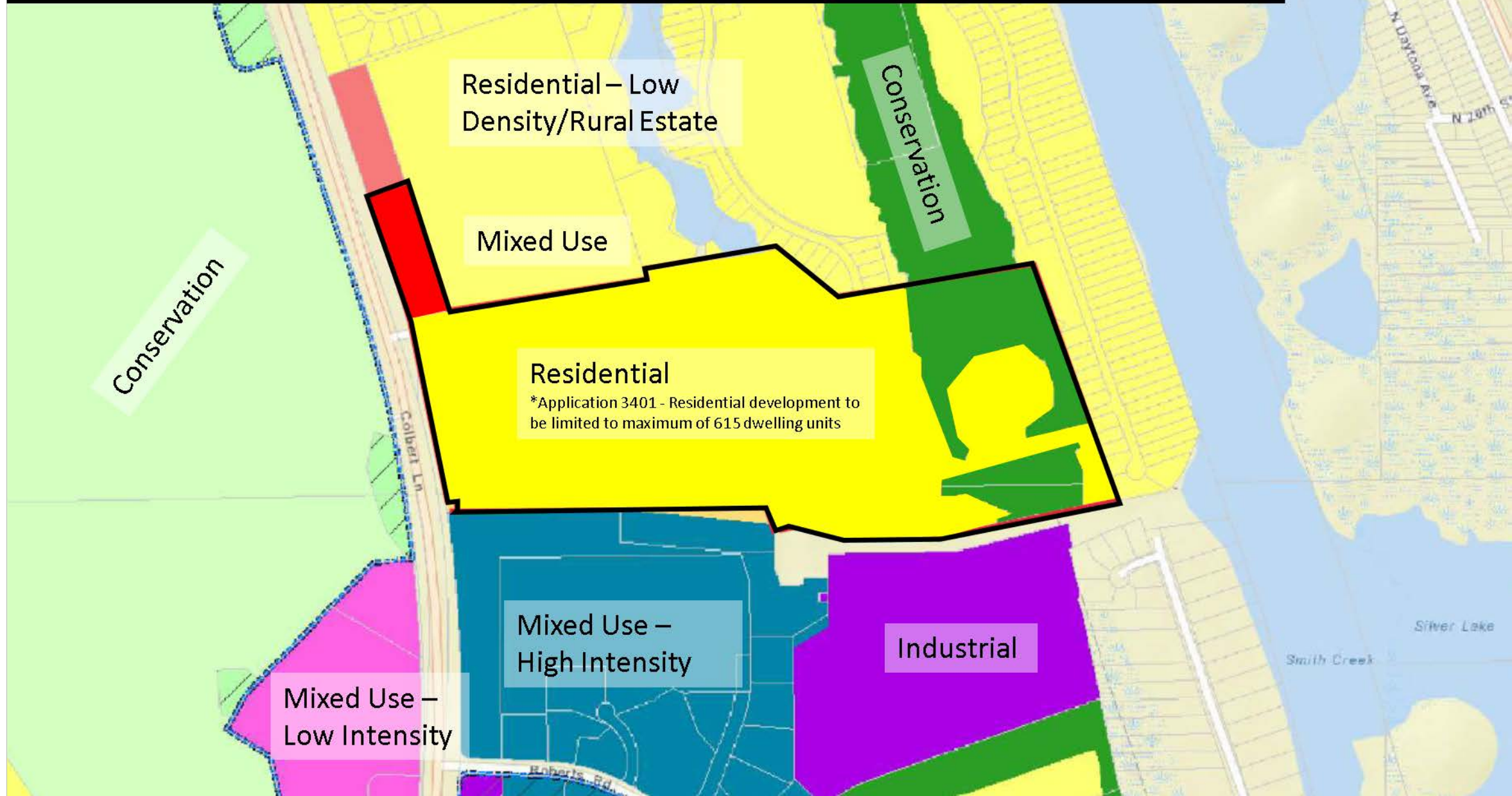
RECOMMENDATION

Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council Approve the proposed Comprehensive Plan amendment.

FUTURE LAND USE MAP - CURRENT



PROPOSED FUTURE LAND USE MAP AMENDMENT



Location Map



City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/17/2017

Department Item Key	COMMUNITY DEVELOPMENT	Amount Account #
Subject	ORDINANCE 2017-XX A ZONING MAP AMENDMENT FROM PLANNED UNIT DEVELOPMENT (FLAGLER COUNTY DESIGNATION) TO MASTER PLANNED DEVELOPMENT (CITY OF PALM COAST DESIGNATION) FOR A 109+/- ACRE PARCEL LOCATED 1400' NORTH OF ROBERTS ROAD ON THE EASTSIDE OF COLBERT LANE	
<p>Background : The proposed rezoning of the subject property is a companion application to a proposed Future Land Use Map amendment for the subject property (formerly Harbor View Marina, now called Marina Del Palma) which was recently annexed into the City. The subject property is 109± acres and generally located 1400' north of Roberts Road on the eastside of Colbert Lane. The proposed rezoning will amend the zoning designation for the subject property from Flagler County designation of Planned Unit Development to City of Palm Coast designation of Master Planned Development. The accompanying development agreement will recognize the existing entitlements and development standards established for the subject property.</p> <p>The development agreement includes the following entitlements and standards:</p> <ul style="list-style-type: none">• 615 dwelling units (154 single-family & 461 multi-family),• 45,738 sq. ft. of non-residential uses,• 45' maximum height for single-family, 95' for multi-family, and 50' for commercial building• 1,800 sq. ft. living area minimum for single family and 1,200 sq. ft. for multi-family,• Amenities which include, marina and a boat storage/stackhouse for residents <p>Staff analyzed the proposed rezoning based on the criteria established in the City of Palm Coast Land Development Code. In summary, staff makes the following findings:</p> <ul style="list-style-type: none">• the proposed rezoning is consistent with the objectives and policies of the Comprehensive Plan,• the proposed rezoning does not negatively impact the existing public facilities,• the proposed rezoning is consistent with the surrounding land uses, and• is in an area appropriate for commercial uses. <p>The Planning and Land Development Regulation Board held a public hearing on September 19, 2017 and recommended approval of the proposed amendment.</p>		
<p>Recommended Action : Planning Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council, approve application number 3400 to rezone 109 +/- acres from Planned Unit Development (Flagler County designation) to Master Planned Development (City of Palm Coast designation) along with the accompanying Development Agreement.</p>		

ORDINANCE 2017 - _____
MARINA DEL PALMA MASTER PLANNED DEVELOPMENT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE ZONING DESIGNATION FOR APPROXIMATELY 109 ACRES, FROM FLAGLER COUNTY DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF PALM COAST MASTER PLANNED DEVELOPMENT (MPD) WITH A DEVELOPMENT AGREEMENT (EXHIBIT “C”); SUBJECT PROPERTY IS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND GRAPHICALLY DEPICTED IN EXHIBIT “B”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

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

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

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

WHEREAS, the City now intends to change the zoning of the subject property from Flagler County Designation of Planned Unit Development (PUD) to City of Palm Coast designation of Master Planned Development (MPD) with a Development Agreement.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are fully incorporated herein by this reference.

SECTION 2. Rezoning of Subject Property. The zoning designation for the subject parcel is hereby changed from Flagler County Designation of Planned Unit Development (PUD) to City of Palm Coast Master Planned Development (MPD) along with a Development Agreement.

SECTION 3. Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon the effective date of Ordinance No. 2017-XX as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance No. 2017-XX does not become effective, then this Ordinance shall become null and void.

APPROVED on first reading the ____ day of _____, 2017, at a public hearing.

ADOPTED on the second reading the ____ day of _____ 2017, at a
Ordinance 2017-_____

public hearing.

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality

William E. Reischmann, Jr.
City Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PART OF SECTIONS 34 AND 35, TOWNSHIP 11 SOUTH, RANGE 31 EAST, AND SECTION 2, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF PALM COAST PLANTATION PUD UNIT 2, AS RECORDED IN PLAT BOOK 33, PAGES 54 THROUGH 61 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER ALSO LYING ON THE EAST RIGHT OF WAY LINE OF COLBERT LANE (A 200 FOOT WIDE RIGHT OF WAY, AS NOW ESTABLISHED) THENCE NORTH 71°35'39" EAST ALONG THE SOUTHERLY LINE OF SAID PALM COAST PLANTATION PUD UNIT 2, A DISTANCE OF 279.53 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 569, PAGE 759 OF SAID PUBLIC RECORDS; THENCE SOUTH 18°24'03" EAST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18°24'03" EAST ALONG SAID LINE, A DISTANCE OF 716.28 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 80°54'30" EAST ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 1097.79 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE NORTH 18°24'18" WEST ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 60.80 FEET TO THE SOUTHWEST CORNER OF TRACT 1, PALM COAST PLANTATION PUD UNIT 4 AS RECORDED IN PLAT BOOK 34 PAGES 5 THROUGH 11, INCLUSIVELY, THENCE EASTERLY AND SOUTHERLY ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PALM COAST PLANTATION PUD UNIT 4 THE FOLLOWING FOUR COURSES; NORTH 80°54'30" EAST, A DISTANCE OF 728.45 FEET; THENCE SOUTH 51°44'18" EAST, A DISTANCE OF 425.31 FEET; THENCE NORTH 80°54'30" EAST, A DISTANCE OF 1101.40 FEET; THENCE SOUTH 19°11'49" EAST, A DISTANCE OF 1358.39 FEET; THENCE WESTERLY ALONG THE NORTHERLY LINES OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 554, PAGE 832 AND RECORDED IN SAID PUBLIC RECORDS THE FOLLOWING NINE COURSE, SOUTH 79°29'51" WEST, A DISTANCE OF 304.73 FEET; THENCE SOUTH 70°14'27" WEST, A DISTANCE OF 92.41 FEET; THENCE NORTH 83°02'12" WEST, A DISTANCE OF 51.54 FEET; THENCE SOUTH 77°10'19" WEST, A DISTANCE OF 619.14 FEET; THENCE NORTH 89°14'51" WEST, A DISTANCE OF 475.82 FEET; THENCE NORTH 73°01'14" WEST, A DISTANCE OF 142.83 FEET; THENCE NORTH 75°05'25" WEST, A DISTANCE OF 97.11 FEET; THENCE SOUTH 71°00'23" WEST, A DISTANCE OF 69.80 FEET; THENCE NORTH 55°45'02" WEST, A DISTANCE OF 70.36 FEET; THENCE SOUTH 06°16'47" EAST, ALONG THE WESTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 554, PAGE 832, A DISTANCE OF 52.58 FEET; THENCE NORTH 25°14'03" WEST, A DISTANCE OF 156.53 FEET; THENCE WESTERLY ALONG THE SOUTHERLY LINE AND ITS EASTERLY PROLONGATION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 678, PAGE 1352, SOUTH 88°10'58" WEST, A DISTANCE OF 1717.09 FEET TO THE INTERSECTION OF AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF COLBERT LANE, SAID RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 7734.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 1.62 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 07°55'11" WEST AND A CHORD DISTANCE OF 1.62 FEET TO A POINT ON SAID CURVE; THENCE NORTH 82°08'24" EAST, A DISTANCE OF 50.24 FEET; THENCE NORTH 07°51'36" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 82°08'24" WEST, A DISTANCE OF 50.54 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AFOREMENTIONED COLBERT LANE, SAID RIGHT OF WAY LINE BEING A CURVE CONCAVE WESTERLY HAD HAVING A RADIUS OF 7734.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID RIGHT OF WAY LINE AN ARC DISTANCE OF 1354.22 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 13°23'11" WEST AND A CHORD DISTANCE OF 1352.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND SAID RIGHT OF WAY LINE; THENCE NORTH 18°24'09" WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 340.86 FEET; THENCE NORTH 71°35'57" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 219.50 FEET TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 109.21 ACRES MORE OR LESS.

EXHIBIT B
PROPOSED ZONING MAP AMENDMENT

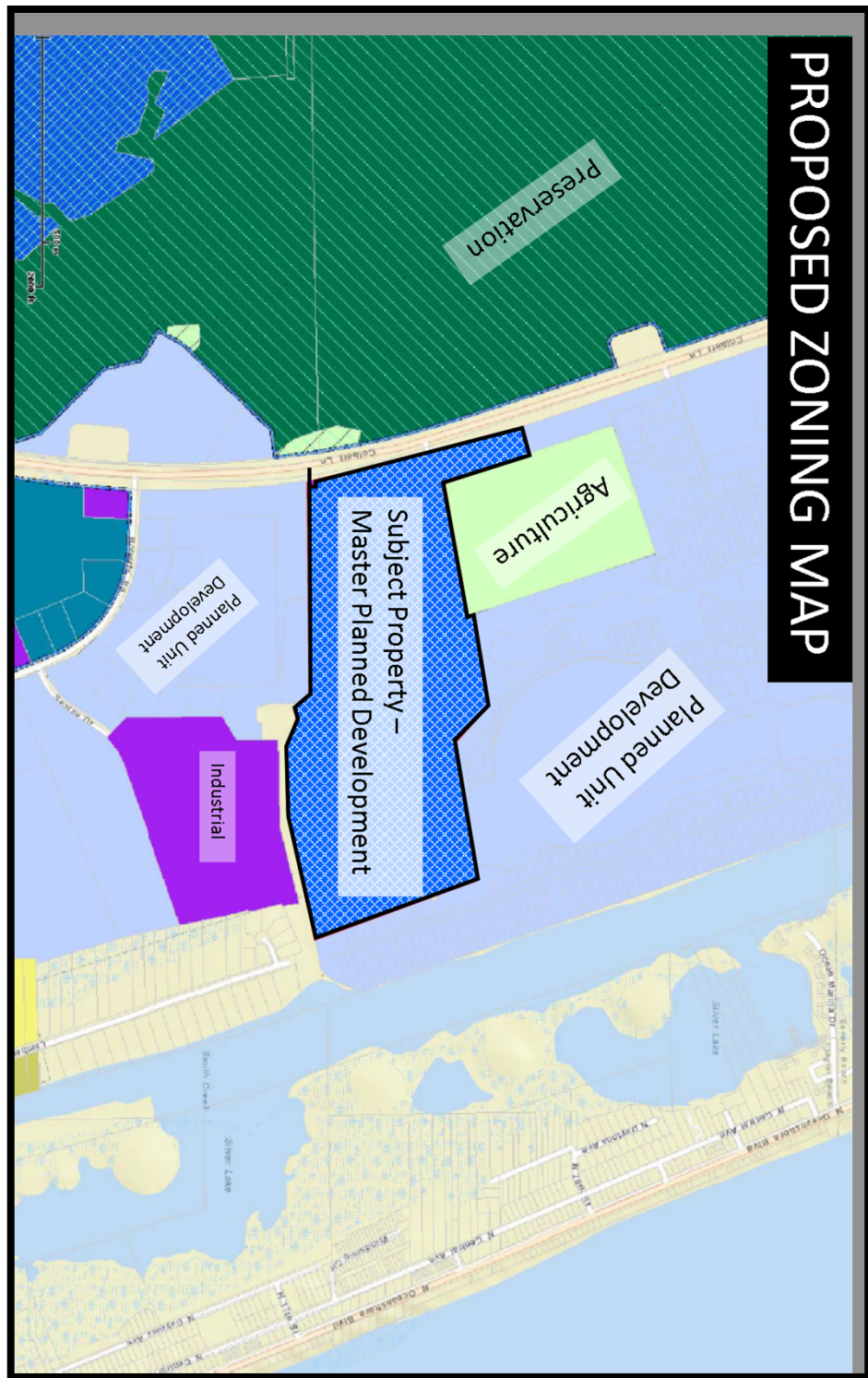


EXHIBIT C
MPD DEVELOPMENT AGREEMENT

Exhibit 1
MARINA DEL PALMA MPD DEVELOPMENT AGREEMENT

The parties, SUNBELT PALM COAST MARINA, LLC, a Nevada Limited Liability Company, and WGA INVESTMENTS, LLC, a Nevada Limited Liability Company, (hereinafter "Developer"), and CITY OF PALM COAST, a political subdivision of the State of Florida, state as follows:

WHEREAS, the Developer is the owner of a 109.21 acre, more or less, parcel of land which is situated in the City of Palm Coast. This parcel of land is to be known as MARINA DEL PALMA MPD (formerly known as Harbor View Marina PUD), and is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A" ("Property"); and

WHEREAS, a project on the property was previously approved by Flagler County as a Planned Unit Development known as Harbor View: and

WHEREAS, the Property was annexed into the City, and the Developer desires to create a Master Planned Development, composed of 615 residential units featuring waterfront and natural amenities, with all facilities and amenities to be owned and operated by one or more Homeowners Associations, as well as 3.53 acres of commercial low intensity uses along Colbert Lane; and

WHEREAS, the said MPD zoning is consistent with the City of Palm Coast Comprehensive Plan and meets the guidelines established by the policies and the intent and purpose of City of Palm Coast Ordinances and the Comprehensive Plan, and promotes the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request,

THEREFORE, the parties agree as follows:

1. The proposed MPD does not affect adversely the orderly development of City of Palm Coast and complies with the Comprehensive Plan adopted by the City of Palm Coast City Council, and the proposed MPD will not adversely affect the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.

2. (a) This Development Agreement consists of this Development Agreement

and its exhibits, including Exhibit "B", which contains a graphic depiction of the Master Planned Development. The Development Agreement shall be filed and retained for public inspection in the office of the City of Palm Coast Community Development Department. All Development Agreement amendments other than those deemed by the Land Use Administrator to be minor amendments to either this Agreement or to any exhibit hereto, shall require the review and recommendation of the Planning and Land Development Regulation Board and of the City of Palm Coast City Council in the same manner as for the original rezoning.

(b) This Development Agreement shall be recorded in the Public Records of Flagler County, Florida, upon approval and following execution of the document by the City of Palm Coast. The Developer shall pay all recording costs.

(c) Final Plat Approval: The Developer is required to obtain final plat approval for all improvements provided for in Exhibit "B" including, but not limited to, landscaping and infrastructure improvements.

(d) The Developer shall maintain unified ownership of the Property until approval of the Master Final Plat for areas to be subdivided.

3. Land Use: The development of the Property shall be consistent with the limitations on the uses prescribed for each land use area. Uses within the residential area shall be as provided in paragraph 4 of this Agreement. Uses within the neighborhood commercial area shall be as provided in paragraph 5 of this Agreement.

4. Residential Land Use Description: In those areas designated for residential uses, the following uses are also expressly permitted: open space and recreational use as provided on Exhibit "B". Mobile homes are specifically prohibited as a permitted use. Temporary mobile construction offices may be permitted during construction, however any such structure shall be removed within three (3) months from the receipt of a Certificate of Occupancy or a Certificate of Completion.

(a) Details of MPD:

(1) Total number of residential units:

- a. Single family lots: 154 (See Lots 1-154)
- b. Multi family units: 461 (See Tracts 155-158)

(2) Single Family Parcel Minimum Building Setbacks: All setbacks will be

measured from the adjacent property line or roadway easement to the nearest point of the dwelling unit, unless otherwise noted below:

- a. Side: 5.0 feet from the side property line; 10 feet if abutting any street.
- b. Front: 20 feet
- c. Rear: 25 feet from rear lot line or 10 feet from any conservation easements (whichever measurement results in a larger setback)., For in-ground swimming pools, screened enclosures, get-wet pools, hot tubs, patios and porches – 10 feet from rear lot line or any conservation easements (whichever measurement results in a larger setback).

(3) Multi Family Parcel Minimum Building Setbacks: All setbacks will be measured from the adjacent property line or roadway easement to the nearest point of the dwelling structure, unless otherwise noted below:

- a. Side: 10 feet from the side property line;
- b. Front: 25 feet
- c. Rear: 25 feet from rear lot line or 10 feet from any conservation easements (whichever measurement results in a larger setback)., For in-ground swimming pools, screened enclosures, get-wet pools, hot tubs, patios and porches – 10 feet from rear lot line or any conservation easements (whichever measurement results in a larger setback).

(4) Minimum Square Footage of living area per Unit:

- a) Single Family 1,800 sq. ft. per unit
- b) Multi Family 1,200 sq. ft. per Unit

(5) Maximum Lot Coverage for principal and accessory buildings: The total area covered with principal and accessory buildings shall not exceed 65%.

(6) Maximum Building Height:

- a) Single Family 45 feet
- b) Multi Family a "net" eighty (80) feet from existing ground elevations, including all garages, common areas, and habitable space within each building on the Property, not to exceed a gross height of 95 feet, as defined and measured in the City of Palm Coast Land Development Code.

Maximum building height to be 95 feet overall (7 residential stories over 1 story of enclosed parking). Any portion of the roof line exceeding 89 feet will be for screening of rooftop mechanical equipment and- architectural features. Height to be measured in accordance with City of Palm Coast LDC Section 14.02, definition of "Height of Building."

(8) Minimum Separation between principal building and accessory structure on a lot: 7.5 feet

(9) Minimum Lot Size:

a) Single family 4,000 square feet/40 feet width.

(b) Stack House The stack house for boat storage will be constructed using metal material and will have a maximum height of 70 feet.

5. Commercial Land Use Description: Tract 159 is the commercial tract shown on Exhibit "B" hereto. The uses to be permitted on said parcel shall be those uses permitted in any retail or business and professional offices less adult uses, fast food restaurant (drive thru), and filling stations. No individual establishment may exceed 40,000 square feet gross floor area. The technical specifications for a commercial lot is as follows:

a) Building Setbacks: All setbacks will be measured from the adjacent property line to the nearest point of the building, unless otherwise noted below:

1. Side: 10 feet from the side property line; 25 feet abutting any street.
2. Front: 25 feet
3. Rear: 25 feet from rear lot line
4. Colbert Lane: 25 feet which shall be landscaped.

b) Maximum Gross Floor Area: 45,738 square feet

c) Maximum Lot Coverage for principal and accessory buildings: The total area covered shall not exceed 65%.

d) Maximum Building Height: 50 feet

e) Minimum Separation between buildings on a lot: shall be 7.5 feet, unless another separation is required to meet commercial fire safety code.

f) Minimum Lot Size: 20,000 square feet

6. Signs: An Identification Sign is permitted on Colbert Lane with a decorative structure. The sign and structure may not exceed 10 feet in height. The copy area

may not exceed 80 square feet.

7. Environmental Considerations: The Developer will provide for the preservation of jurisdictional wetland habitats and associated upland buffers, as provided on the Site Development Plan.

(a) All lands within the jurisdiction of the Florida Department of Environmental Protection or other governmental units for conservation purposes shall be subject to a conservation easement. . The location of all conservation easement areas shall be determined and shown for the entire MPD parcel prior to the recording of the Master Plat.

(b). The City consents to the following condition previously adopted in the Harborview Marina PUD Agreement with the County: *“Developer agrees to relocate, on site, as many gopher tortoises as the State will permit to be relocated on site. The remaining gopher tortoises currently on site will be relocated, by the developer, at its own expense to a County approved preserved site which is subsequently determined to be suitable for gopher tortoise habitation as approved by the State. The developer agrees to pay to Flagler County an amount of money equivalent to what it would have paid to the State for the incidental take permit (entombment) of the tortoises. Said funds are intended to be used by the County to purchase additional environmental preservation land or in compensation for the use of the County land to support the tortoises. The developer agrees to take responsibility for any testing, relocation, and monitoring required for the successful relocation of the tortoises”.*

(c). Construction of Docks on the proposed Marina parcel is subject to permitting by the St. Johns River Water Management District and/or the State of Florida Department of Environmental Protection, the US Army Corps of Engineers, and the City of Palm Coast. All docks shall be constructed in accordance with governmental rules and regulations, including but not limited to the following:

1. Adjacent property line (riparian rights line) setbacks of 20 feet will be adhered to, except where docks are parallel wharf docks that are appended to the canal seawalls, in which case the wharf docks may occupy the entire length of the canal frontage with a maximum width of 8 feet.

(d). All environmental restrictions provided in this Agreement shall also be included in the Covenants, Conditions and Restrictions (CCRs) of the Homeowners Association recorded within the public records of Flagler County, Florida.

(e). The marina to be developed shall participate in the Florida Department of Environmental Protection's "Clean Marina Program" within 18 months of a Certificate of Occupancy and shall maintain this designation as long as the facility is in operation, provided that the designation is maintained by the FDEP.

(f). Prior to the Final MPD Site Development Plan, the Developer will provide to the City of Palm Coast a Phase II environmental assessment testing for CKD constituent materials in soil and groundwater. The number and location of boring and well locations will be approved in advance by the City of Palm Coast. If the assessment requires remediation, such remediation shall be approved by the City of Palm Coast, FDEP and all other agencies having jurisdiction. Remediation shall be deemed a subdivision improvement, the cost of which shall be included in the subdivision performance bond.

8. Sewage and Potable Water: A central potable water system and sewage collection system shall serve the MPD, with service by the City of Palm Coast.

9. Stormwater Drainage: Stormwater will be initially retained on site and shall meet or exceed the requirements of the City of Palm Coast Land Development Code and St. Johns River Water Management District, prior to discharging offsite.

10. Traffic Patterns: Access:

(a). Road system improvements throughout the project shall be as depicted in Exhibit "B" attached hereto. All roads within the project are private and shall be constructed to City of Palm Coast standards. A Homeowners Association shall be established at the time of final plat approval to be solely responsible for maintenance of said road system.. The Plat shall contain a legend in bold as follows:

IT IS EXPRESSLY PROVIDED THAT CITY OF PALM COAST SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE OR IMPROVEMENTS OF THE PRIVATE ROADWAYS OR INFRASTRUCTURE IMPROVEMENTS AS DESCRIBED IN THE MARINA DEL PALMA MPD.

(b). The roadway system within the MPD may be gated and restricted by use

of the general public with the exception of providing emergency route access for the residents and for emergency personnel and other service providers. All construction activities shall access the project from Colbert Lane.

11. Covenants and Restrictions: The property shall be governed by a Declaration of Covenants, Conditions and Restrictions. There shall be a Master Homeowners Association, and there may be sub-Associations for the various neighborhoods, multi family sites, and commercial sites identified on Exhibit "B". The Developer shall be responsible for recording said document in the Public Records of Flagler County, Florida. Also, the Developer shall bear and pay all costs for recording all of the aforementioned documents. With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the Developer and the owners or occupiers of property within the MPD, the City of Palm Coast may only enforce the provisions of this Agreement, the Plat, and the City of Palm Coast Land Development Code, whichever is applicable, and is specifically exempt from any requirement to enforce private agreements, covenants, restrictions and easements entered into between subsequent owners of lots, except if the CCRs specifically reference the City's right of enforcement. The City may enforce any rights or agreements, such as conservation easements, dedicated or referring directly to the City.

12. Binding Effect of Plans: Recording: The provisions of this Agreement, including any and all supplementary orders and resolutions, and the MPD Site Development Plan shall bind and inure to the benefit of the Developer or its successor in title or interest. The MPD zoning, provisions of this Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with the City of Palm Coast Land Development Code. All subsequent orders and resolutions shall be filed for record in the Official Records of Flagler County, Florida.

13. Transportation. The City will consult and cooperate with Flagler County on appropriate roadway improvements to Colbert Lane. The Fair Share obligation from the County approved PUD Agreement is eliminated and the project shall be subject to impact fees required under the City Code.

14. Amendment. Adjustments to the MPD Plan attached as Exhibit "B", and to the

provisions of this Agreement are anticipated to occur during the site plan and plat review processes. Revisions which meet the intent and purpose of City of Palm Coast's Comprehensive Plan and this Agreement shall be approved by the Land Use Administrator, if the substantial integrity of the original MPD Site Development Plan and the development standards contained herein are substantially maintained. Any modification to the MPD Site Development Plan that: 1) increases the total number of dwelling units; or 2) reduces the total amount of open space; or 3) decreases the size of any perimeter buffer within the MPD shall require the approval of the City of Palm Coast City Council upon recommendation of the Land Use Administrator.

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SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2017.

ATTEST:

CITY OF PALM COAST, FLORIDA

Virginia A. Smith, City Clerk

Milissa Holland, Mayor

APPROVED AS TO FORM AND LEGALITY:

William Reischmann, Jr., Esquire
City Attorney

SUNBELT PALM COAST MARINA, LLC
A Nevada Limited Liability Company

By: _____
Graham B. Allen, Manager

Witnesses as to Developer:

(Printed Name)

(Printed Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2017, by Graham B. Allen, who is personally known to me or
who has produced _____ as identification and who did (did not) take an oath, and
who executed the foregoing instrument as Manager of SUNBELT PALM COAST
MARINA, LLC, and acknowledged to and before me that he executed such instrument as
such Manager of said company, and that said instrument is the free act and deed of said
company.

Notary Public

(Printed Name)

Commission #: _____

(SEAL)

WGA INVESTMENTS, LLC
A Nevada Limited Liability Company

By: _____
William G. Allen, Manager

Witnesses as to Developer:

(Printed Name)

(Printed Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2017, by William G. Allen, who is personally known to me or
who has produced _____ as identification and who did (did not) take an oath, and
who executed the foregoing instrument as Manager of WGA INVESTMENTS, LLC, and
acknowledged to and before me that he executed such instrument as such Manager of
said company, and that said instrument is the free act and deed of said company.

Notary Public

(Printed Name)

Commission #: _____

(SEAL)

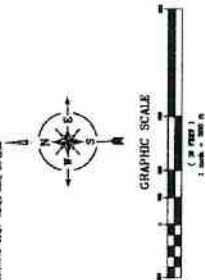
EXHIBIT "A"
Legal Description and Survey

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LESS AND EXCEPT:

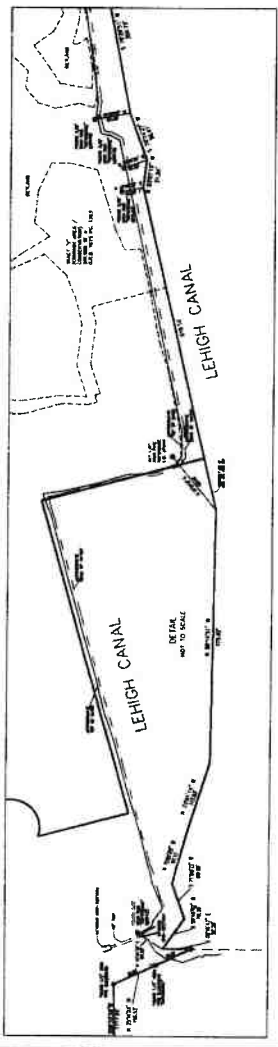
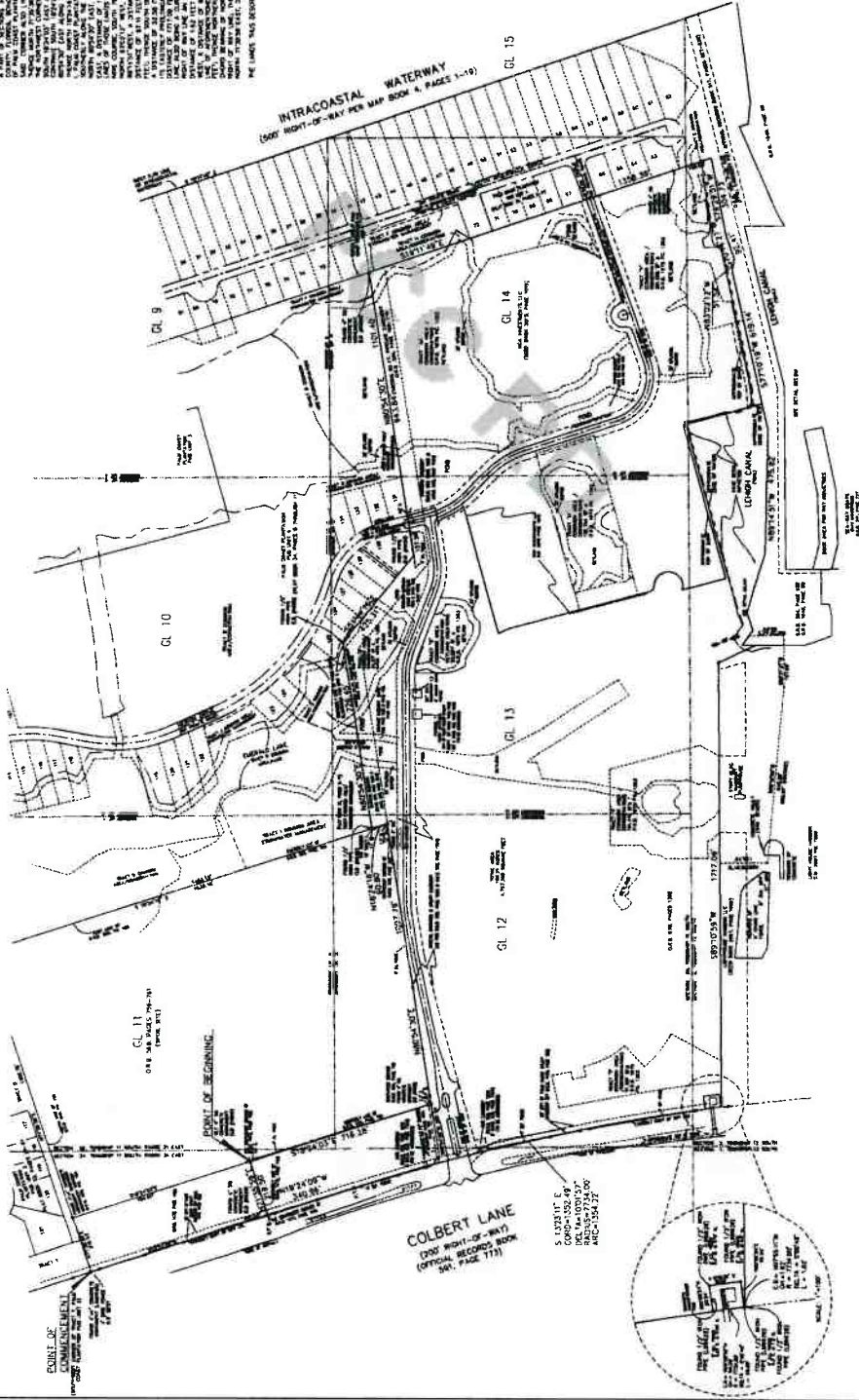
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SURVEYOR'S NOTES

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B. H. AND ASSOCIATES

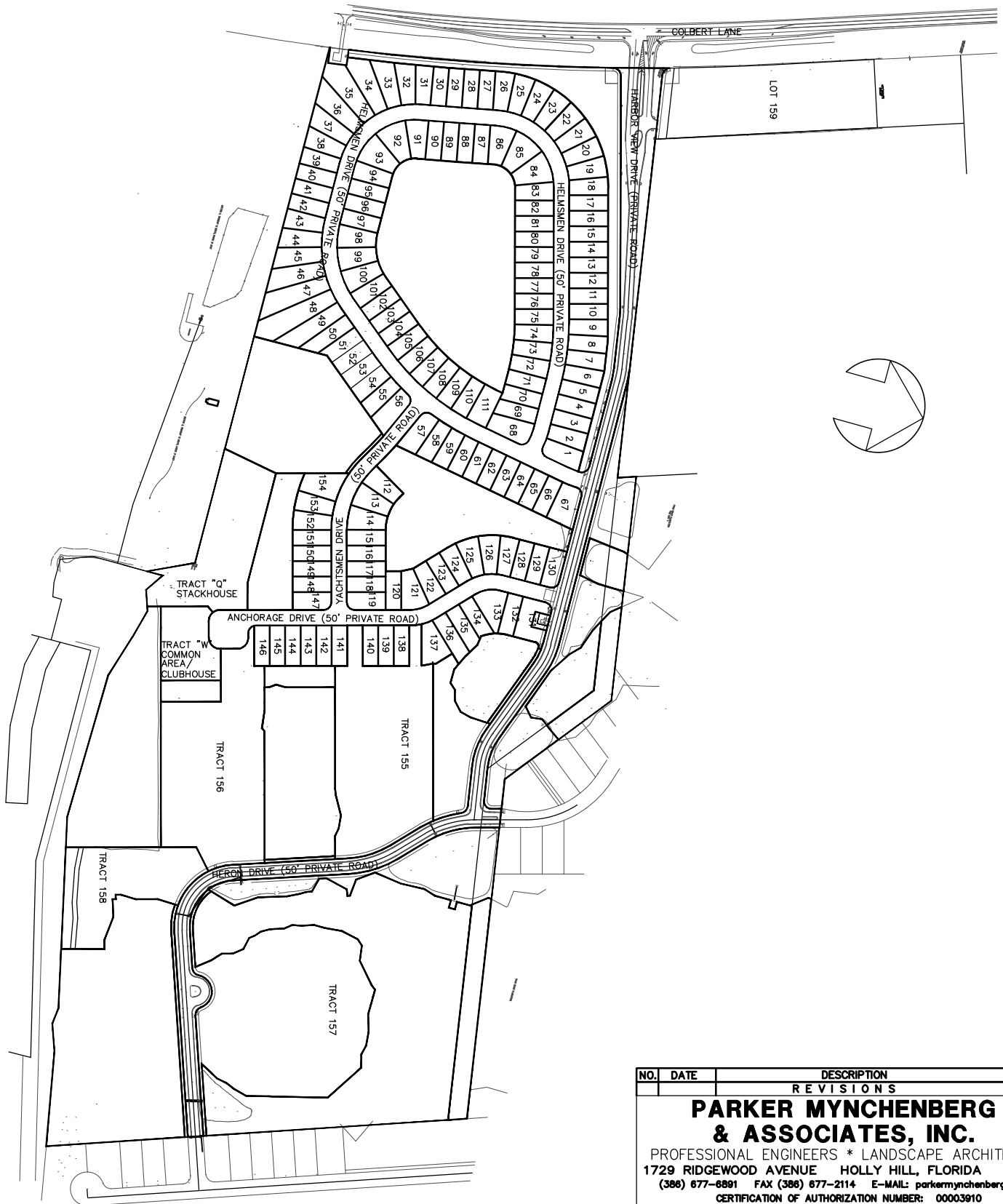
PROFESSIONAL LAND SURVEYORS L.B. #7660
902 5TH AVENUE NORTH -- JACKSONVILLE BEACH, FLORIDA -- 32250 -- PHONE: (904) 703-4700

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EXHIBIT "B"
Site Plan

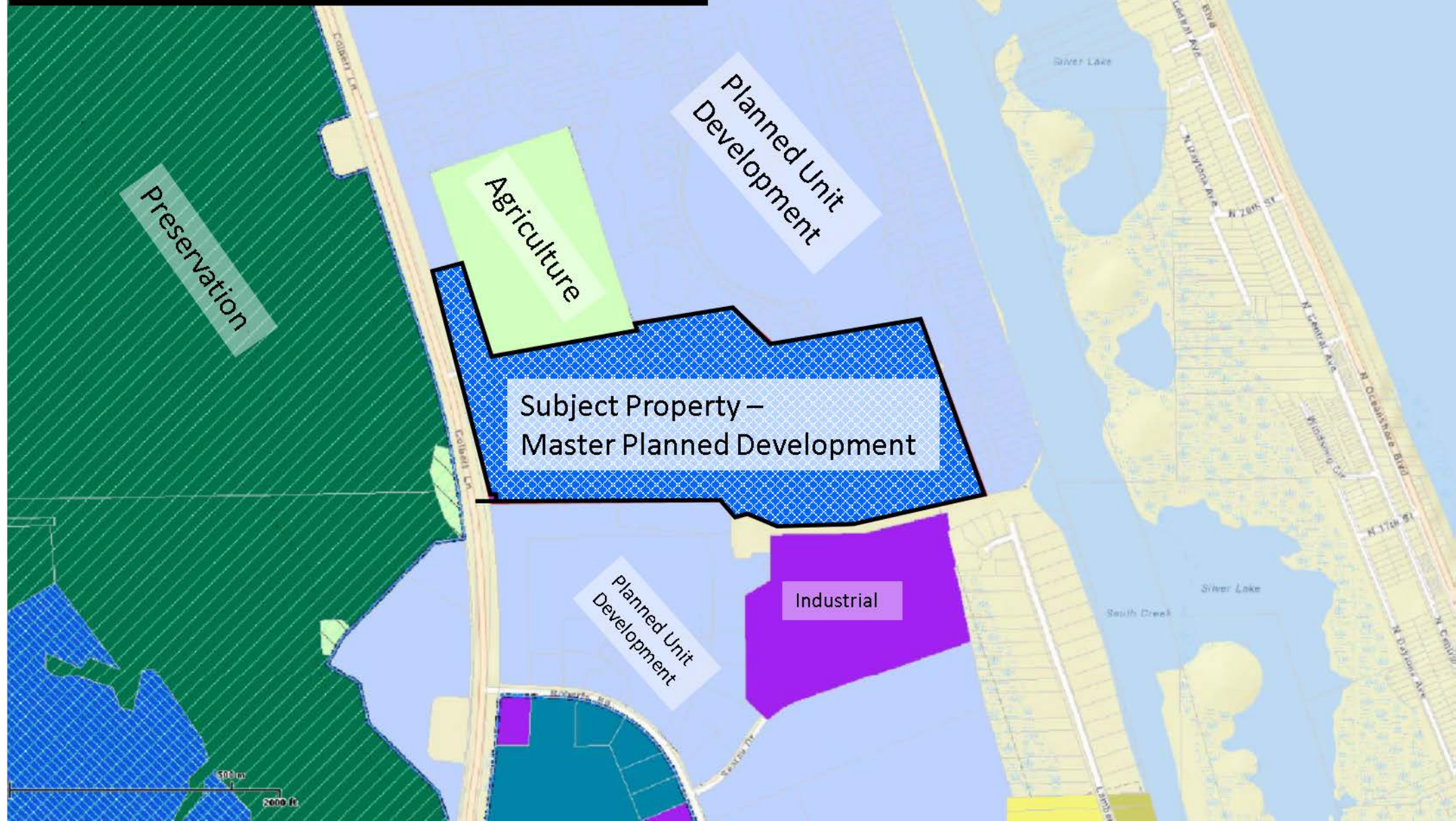


NO.	DATE	DESCRIPTION	BY
REVISIONS			
PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6881 FAX (386) 677-2114 E-MAIL: parkermynchenberg.com CERTIFICATION OF AUTHORIZATION NUMBER: 00003910			
EXHIBIT B			
MARINA DEL PALMA PUD SITE DEVELOPMENT PLAN FLAGLER COUNTY * FLORIDA			
FILE NO. 0605MDPEXB.DWG		DESIGNER: P.MYNCHENBERG	
DATE: 9-18-17		CADD TECH: DE CILLA	
SCALE: 1" = 450'		SHEET 1 OF 1	
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ZONING MAP - CURRENT



PROPOSED ZONING MAP





**COMMUNITY DEVELOPMENT DEPARTMENT
Zoning Map Amendment Staff Report
September 27, 2017**

OVERVIEW

Case Number:	3400
Applicant:	Dennis Bayer, Attorney
Property Description:	1,400 feet north of Roberts Rd. on the eastside of Colbert Lane
Property Owner:	Sunbelt Palm Coast Marina LLC, WGA Investments LLC
Real Estate ID #:	02-12-31-0000-01010-0051, 34-11-31-0000-01010-0090, 35-11-31-0000-01010-0061, 02-12-31-0000-01010-0041, 02-12-31-0000-01010-0050, 34-11-31-0000-01010-0000, 35-11-31-0000-01010-0010, 35-11-31-0000-01010-0060
Current FLUM designation:	Residential-Medium Density, Commercial-Low Intensity, & Conservation
Current Zoning designation:	Planned Unit Development
Current Use:	Vacant
Requested Action:	Rezoning from Planned Unit Development (Flagler County Designation) to Master Planned Development (MPD) – City of Palm Coast Designation.
Recommendation:	Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE the proposed zoning map amendment along with the Development Agreement.

ANALYSIS

REQUESTED ACTION

Dennis Bayer, on behalf of the property owners, is requesting to rezone a 109+/- acre parcel from Planned Unit Development (PUD) to Master Planned Development (MPD) along with a development agreement that would permit up to 615 dwelling units (154 single-family and 461 multi-family) and 45,738 sq. ft. of non-residential development (general commercial uses & shopping center with certain exceptions). The development agreement includes a marina and boat storage stackhouse.

BACKGROUND/SITE HISTORY

This rezoning application is a companion to a Comprehensive Plan amendment to designate the subject parcels with City of Palm Coast designations that are most equivalent to the current Flagler County designations. The subject parcels are currently zoned Planned Unit Development (PUD) approved by the Flagler County Board of Commissioners on March 20, 2017 (Ordinance # 2017-02, the project is formerly known as Harbor View Marina PUD).

The approved PUD entitles the PUD property to construct up to 154 single-family residential units and 461 multi-family residential unit with a maximum “gross” height of 95 feet. Additionally, the PUD includes an approximately 3.5 acre commercial site which is limited to development with a gross floor area of 45,738.

LAND USE AND ZONING INFORMATION

Surrounding Future Land Use Map Designation:

North: Residential: Low Density-Rural Estate (Flagler County)
 South: Mixed Use: High Intensity (Flagler County)
 East: Residential: Low Density-Rural Estate (Flagler County)
 West: Conservation (City of Palm Coast) – Graham Swamp Preservation Area

Surrounding Zoning Designation:

North: Agriculture & Planned Unit Development (PUD) (Flagler County)
 South: Planned Unit Development (PUD) (Flagler County)
 East: Planned Unit Development (PUD) (Flagler County)
 West: Preservation (City of Palm Coast)

Surrounding Property Existing Uses:

North: Vacant/FIND Property & Single-family residential
 South: Vacant
 East: Single-family residential
 West: Preservation area

Consistency of Proposed Zoning Designation with Surrounding Properties

The proposed zoning designation of Master Planned Development which includes residential and non-residential development is generally consistent with the surrounding uses. The majority of properties to the north and south are zoned Planned Unit Development, while properties to the west zoned preservation are buffered from the subject property by Colbert Lane. There are two adjacent parcels zoned Agriculture and Industrial. The parcel zoned Agriculture is owned by the Florida Inland Navigation District (FIND) and is used as a spoil site. The Industrial zoned parcel located southeast of the subject property is owned by Sea Ray Boats Inc. and is operated as a boat manufacturing plant. The plant is separated from the subject property by a 200' wide inlet/boat basin.

COMPARISON SITE DEVELOPMENT REQUIREMENTS:

A site development requirements comparison between the existing zoning and proposed zoning is provided in the following tables.

Residential Development Standards

The proposed zoning change to MPD does not change the development standards previously established in the approved Harbor View PUD. The table below provides a summary of the development standards for residential uses in the MPD.

Residential Comparison

<u>Criteria</u>	<u>Single-family Residential Area</u>	<u>Multi-family Residential Area</u>
Max. Density (units/acre)	154 units total	461 units total
Max. Gross Height (45'	95'
Max. Impervious Area	.65	.65
Min. Front Setback	20'	25'
Min. Rear Setback	25' or 10' for various accessory uses	25' or 10' for various accessory uses
Min. Interior Side Setback	5'	10'

Min. Street Side Setback	10'	--
Lot Width Minimum	40'	--
Lot Size Minimum	4,000 sq. ft.	--
Living Area Minimum	1,800 sq. ft.	1,200 sq. ft.

Non-Residential Comparison

Similar to the residential uses, the zoning map amendment/development agreement will not change the development standards previously established in the approved Harbor View PUD. The table below provides a summary of the development standards for residential uses in the MPD. The uses to be permitted will be those generally shall be those uses permitted in any retail or business and professional offices less adult uses, fast food restaurant (drive thru), and filling stations. No individual establishment may exceed 40,000 square feet gross floor area

Non-residential Comparison

<u>Criteria</u>	<u>MPD (Proposed)</u>
Floor to Area Ratio (FAR)	45,738 maximum gross floor area (no individual establishment shall be greater than 40,000 sq. ft.)
Max. Impervious Area	.65
Max. Bldg. Height	50'
Minimum Side Setbacks	10'
Minimum Side & Rear Setbacks	25'
Minimum Street Setback (including Colbert Lane)	25'
Minimum Lot Size	20,000 sq. ft.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2 SECTION 2.05.05 AND SECTION 2.06.03

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

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

Staff Finding: The proposed development is not in conflict with, or contrary to, the public interest. The subject property has existing entitlements governed by the Harbor View PUD. The proposed rezoning will not increase the entitlements or change the development standards established for the subject property.

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

Staff Finding: As previously stated, the proposed zoning map amendment does not increase the entitlements or change the development standards established for the subject property. However, staff finds the proposed MPD to be consistent with the following Comprehensive Plan policies:

Policy 1.1.1.4 – The following principles and locational criteria shall be used for siting the multi-family residential zoning district within the Residential FLUM designation:

- A. Availability of existing or planned roads or driveways, which provide accessibility to a collector or an arterial roadway.*
- B. Sites with at least 15 acres of contiguous uplands are preferable; sites less than 5 acres should not be considered.*
- C. Availability of central utilities.*
- D. Proximity of existing or planned commercial and employment centers preferable.*

- E. Proximity to existing or planned parks and recreational facilities preferable.*
- F. Proximity to existing or planned schools preferable.*
- G. Preferred sites should have available land area to provide either a wide landscaped buffer or a natural buffer or barrier from proximate single family residential uses.*
- H. Ability to provide architectural design compatibility with proximate single-family residential areas.*

Consistent with Policy 1.1.1.4, the subject parcel is on an established arterial (Colbert Lane), contains at least 15 acres of contiguous uplands, have central water and wastewater facilities in proximity of the site, has adequate land area to provide either a wide landscaped or natural buffer from proximate single family residential uses, and finally, will be required to meet the architectural design guidelines provided in the LDC.

-Objective 1.1.4 - Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl

-Policy 1.1.4.5 - Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.

Consistent with Objective 1.1.4 and Policy 1.1.4.5, the subject parcel is contiguous to the developing areas of the City and does not promote urban sprawl. Utility lines are available within proximity of the site and finally, the proposed development on the parcel will appropriately occur on a parcel with direct access to an arterial (Colbert Lane) and therefore, will minimize significant impacts on the local roads.

Objective 3.4.1 – Diversity in Housing Opportunities

Policy 3.4.1.1 – Through the FLUM and the zoning district regulations of the LDC, the City shall make provisions to supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use development.

Consistent with Objective 3.4.1 and Policy 3.4.1.1, the subject MPD provides an opportunity to diversify the housing opportunities in the City of Palm Coast.

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

Staff Findings: The development of the site does not impose a significant financial liability or hardship for the City. The proximity of existing infrastructure provides an opportunity to extend water or wastewater lines to the subject property.

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

Staff Finding: The rezoning will generally not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The proposed change to expand commercial uses and residential uses on a parcel along Colbert Lane is appropriate.

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

Staff Finding: The rezoning request would not affect any requirements imposed by Federal, State or local government. Any proposed project on the subject properties would still be subject to review by the appropriate Federal, State, or local agencies and compliance with all applicable federal, state or local government laws, rules, statutes, ordinances, regulations or codes. Additionally, the companion Future Land Use Map (FLUM) amendment for the subject properties will be transmitted to the state land planning agency for review and comment by the appropriate state agencies.

ULDC Chapter 2, Part II, Section 2.06.03 specifically states: “The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a rezoning application”:

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

Staff Finding: As noted previously in the analysis prepared for ULDC Chapter 2, Part II, Section 2.05.05 of this staff report, the proposed rezoning is generally in conformance with the Comprehensive Plan.

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

Staff Finding: The landowner has submitted an environmental study which was utilized to receive previous approval for the existing PUD agreement. The current environmental conditions in the PUD agreement will be part of the proposed MPD agreement for the subject parcel.

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

Staff Finding: The proposed rezoning of the property does not negatively impact the economy of the surrounding area. The MPD agreement protects the existing entitlements on the site to provide single-family, multi-family residential along with a marina and commercial uses.

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

Staff Finding: The subject property is currently within the existing service area of the City of Palm Coast. As any proposed development moves forward, the applicant for development would be required to provide additional traffic studies to identify impacts on the roadway network as well as any transportation improvement that may be necessary to accommodate the proposed development. Additionally, any proposed development will need to coordinate with utility providers (City of Palm Coast), as well as the Flagler County School District to ensure adequate capacity to accommodate development.

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

Staff Finding: The annexation of the subject property into the City of Palm Coast necessitates the zoning map amendment, as well as the companion Future Land Use Map amendment.

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

Staff Finding: As previously stated, the proposed amendment does not change the entitlements or amend the development standards for the subject property. The development pattern established for this site will not have a negative impact on the health, safety, and welfare of surrounding residents.

G. *Whether it accomplishes a legitimate public purpose;*

Staff Finding: Yes, the rezoning furthers a legitimate public purpose by protecting a land owners established development entitlement. Additionally, the development is in an underutilized area which was the site of an abandoned cement plant.

2.09.04. Review findings. The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application:

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

Staff Finding: As previously stated, the proposed application is consistent and furthers the goals and objectives of the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The application is generally consistent with the intent of the LDC. The development standards proposed in the MPD are generally consistent with the standards established for development of a similar nature.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

Staff Finding: The application is generally consistent with the intent of the LDC. The development standards proposed in the MPD are generally consistent with the standards established for development of a similar nature.

D. Compatibility within the development and relationship with surrounding neighborhoods.

Staff Finding: The proposed uses within an approved PUD is compatible with the surrounding neighborhood.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

Staff Finding: The subject project will be analyzed in further detail to determine that there are adequate public infrastructure capacity to serve the development (such discussions have been on-going with the City of Palm Coast to ensure adequate water and sewer services will be available to the site). Other infrastructure or public service needs such as schools will be reviewed in more detail as development progresses. The subject project will be required to pay impact fees to accommodate its impact on the public infrastructure and services.

F. The feasibility and compatibility of development phases to stand as independent developments.

Staff Finding: The application does not propose to have development phases.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

Staff Finding: The subject property is located and will have primary access from an arterial (Colbert Lane). There is currently adequate capacity to accommodate the proposed development. As previously stated, should the proposed project move forward more in-depth traffic study will need to be provided to determine the appropriate traffic operation improvements necessary to accommodate the project (i.e. traffic signals, turn-lanes, etc).

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

Staff Finding: The proposed MPD zoning and agreement are necessitated by the annexation of the property into the City of Palm Coast. The MPD will not change the existing entitlements or development standards previously established for the site by the adoption of the Harbor View PUD by the Flagler County Board of County Commissioners.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

Staff Finding: The proposed development site is in a newly annexed area of the City of Palm Coast. The City recognizes the uses and development patterns established by the previously approved PUD agreement for the subject parcel.

J. Impact upon the environment or natural resources.

Staff Finding: The landowner has submitted an environmental study which was utilized to receive previous approval for the existing PUD agreement. The current environmental conditions in the PUD agreement will be part of the proposed MPD agreement for the subject parcel.

K. Impact on the economy of any affected area.

Staff Finding: The proposed rezoning of the property does not negatively impact the economy of the surrounding area. The proposed zoning to commercial and residential provide additional economic opportunities in the area.

PUBLIC PARTICIPATION

Unified Land Development Code Chapter 2, Part II, Section 2.05.02 requires developers (defined as property owners or persons who are improving property within the City) to notify owners within 300' and hold a neighborhood meeting for Zoning Map Amendments. The subject property has been the subject of recent public hearings and did not require the need for additional neighborhood meeting.

RECOMMENDATION

Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that the City Council APPROVE the proposed zoning map amendment and development agreement.

City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/17/2017

Department Item Key	Community Development	Amount Account #
Subject	ORDINANCE 2017-XX REZONING 6.2+/- ACRES FROM PUBLIC/SEMI-PUBLIC (PSP) TO NEIGHBORHOOD COMMERCIAL (COM-1), LOCATED ON THE SOUTH SIDE OF MATANZAS WOODS PARKWAY, BETWEEN BELLE TERRE PARKWAY AND THE OLD BELLE TERRE PARKWAY	
Background : Palm Coast United Methodist Church, Inc. (as property owner) is proposing to rezone 6.2+/- acres of vacant land located on the south side of Matanzas Woods Parkway, extending from the new alignment of Belle Terre Parkway to the old alignment of Belle Terre Parkway, from Public/Semi-Public (PSP) to Neighborhood Commercial (COM-1). The rezoning application was originally submitted with a request for General Commercial (COM-2) but it was amended on September 13 th , to request Neighborhood Commercial (COM-1). This property was originally included in the 68,000 acres of land developed by ITT Community Development Corporation. Palm Coast United Methodist Church purchased the land from ITT in 1999, and currently has 22.33+/- acres of land. Recently the church prepared a master plan and determined the subject 6.2+/- acres of land are excess to their future expected needs. The church would have 16.13+/- acres remaining if the rezoning is approved and the church sells off the 6.2+/- acres. The church has developed a stormwater pond and exterior recreational area on the southerly part of the remaining 16.13+/- acres, as its first step in relocating its church facilities here from their existing facilities on Belle Terre Parkway just east of the Flagler County Library. <u>Analysis:</u> The FLUM designates the subject property as <i>Mixed Use</i> and Neighborhood Commercial (COM-1) is an allowed zoning district in areas designated <i>Mixed Use</i> and will be compatible with the other uses currently allowed in proximity to the site. Initially, the applicant requested a rezoning to General Commercial (COM-2) which is also allowed in areas designated <i>Mixed Use</i> on the FLUM. However, some neighbors expressed a few concerns at the Neighborhood Information Meeting (NIM) and Planning staff's detailed analysis resulted in staff not being comfortable with some permitted uses in the COM-2 Zoning District that could be constructed in close proximity to neighboring single-family homes/future homes. The permitted uses of concern that could be constructed in the COM-2 District but not in the COM-1 District, included: motorcycle dealership, fast food restaurant, drinking establishment (without outdoor entertainment), hotel/motel, and convenience store with a large number of gas pumps. (The COM-1 District only allows convenience stores with gas pumps via approval of a Special Exception if there is any residential property within 500 feet, as in this case, and also limits gas pumps to serve a maximum of only 8 vehicle fueling positions while the COM-2 District permits convenience stores for up to 24 vehicle fueling positions.) After discussing staff's and the neighborhood's concerns with the applicant on September 13, 2017, the applicant advised staff the church would amend their rezoning application to		

Neighborhood Commercial (COM-1) as the church wanted to continue being a good neighbor to the Matanzas Woods and Indian Trails Neighborhoods and also did not want any of the concerned uses adjacent to their future church facilities. The switch in the requested zoning means the commercial services provided at this site would be geared primarily for residents of the Matanzas Woods and Indian Trails Neighborhoods in lieu of being primarily for motorists traveling along I-95. This change to Neighborhood Commercial (COM-1) would make the project compatible with the neighborhood and bring some much needed commercial services to this suburban area. Currently there are no commercial facilities within several miles of the subject property.

Planning and Land Development Regulation Board

The Planning and Land Development Regulation Board (PLDRB) voted 6-0 to find the subject rezoning in compliance with the Comprehensive Plan and to forward it to the City Council with a recommendation of approval. Two neighbors spoke against the rezoning at the PLDRB.

Recommended Action :

Planning staff and the Planning and Land Development Regulation Board recommend to City Council approval to rezone 6.2+/- acres from Public/Semi-Public (PSP) to Neighborhood Commercial (COM-1), for the Palm Coast United Methodist Church, Application No. 3399.

ORDINANCE 2017-_____
REZONING APPLICATION NO. 3399
PALM COAST UNITED METHODIST CHURCH REZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP AS ESTABLISHED IN SECTION 2.06 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE; AMENDING THE OFFICIAL ZONING MAP FOR 6.2+/- ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS PART OF TAX PARCEL IDENTIFICATION NUMBER 27-10-30-0000-01010-0010, GENERALLY LOCATED ON THE SOUTH SIDE OF MATANZAS WOODS PARKWAY, EXTENDING BETWEEN THE NEW ALIGNMENT OF BELLE TERRE PARKWAY AND THE OLD ALIGNMENT OF BELLE TERRE PARKWAY, AND MORE PARTICULARLY DESCRIBED IN THE ATTACHED EXHIBIT A, FROM PUBLIC/SEMI-PUBLIC (PSP) ZONING DISTRICT TO NEIGHBORHOOD COMMERCIAL (COM-1) ZONING DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

1. The rezoning is consistent with the purposes, goals, objectives, and policies of the City of Palm Coast Comprehensive Plan;

2. The rezoning is compatible as defined in the Unified Land Development Code and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for rezoning;
3. The rezoning will result in a logical, timely and orderly development pattern;
4. The staff report has demonstrated sufficient justification that there are changed circumstances, which would require the rezoning request.

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

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

SECTION 2. Official Zoning Map Amended. The 6.2+/- acres of land, identified as part of tax parcel identification number 27-10-30-0000-01010-0010, located on the south side of Matanzas Woods Parkway, extending between the old alignment of Belle Terre Parkway and the new alignment of Belle Terre Parkway, legally described in “Exhibit A” and as depicted in “Exhibit B”, attached hereto, is hereby amended from the Public/Semi-Public Zoning District to Neighborhood Commercial Zoning District.

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

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

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption. [OR BECOME EFFECTIVE IMMEDIATELY UPON THE EFFECTIVE DATE OF ORDINANCE NO. ____ AS ADOPTED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AND PURSUANT TO THE CITY CHARTER. IF ORDINANCE NO. ____ DOES NOT BECOME EFFECTIVE, THEN THIS ORDINANCE SHALL BECOME NULL AND VOID.]

Approved on first reading this 17th day of October, 2017.

Adopted on the second reading after due public notice and hearing City of Palm Coast
this _____ day of _____, 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments:

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

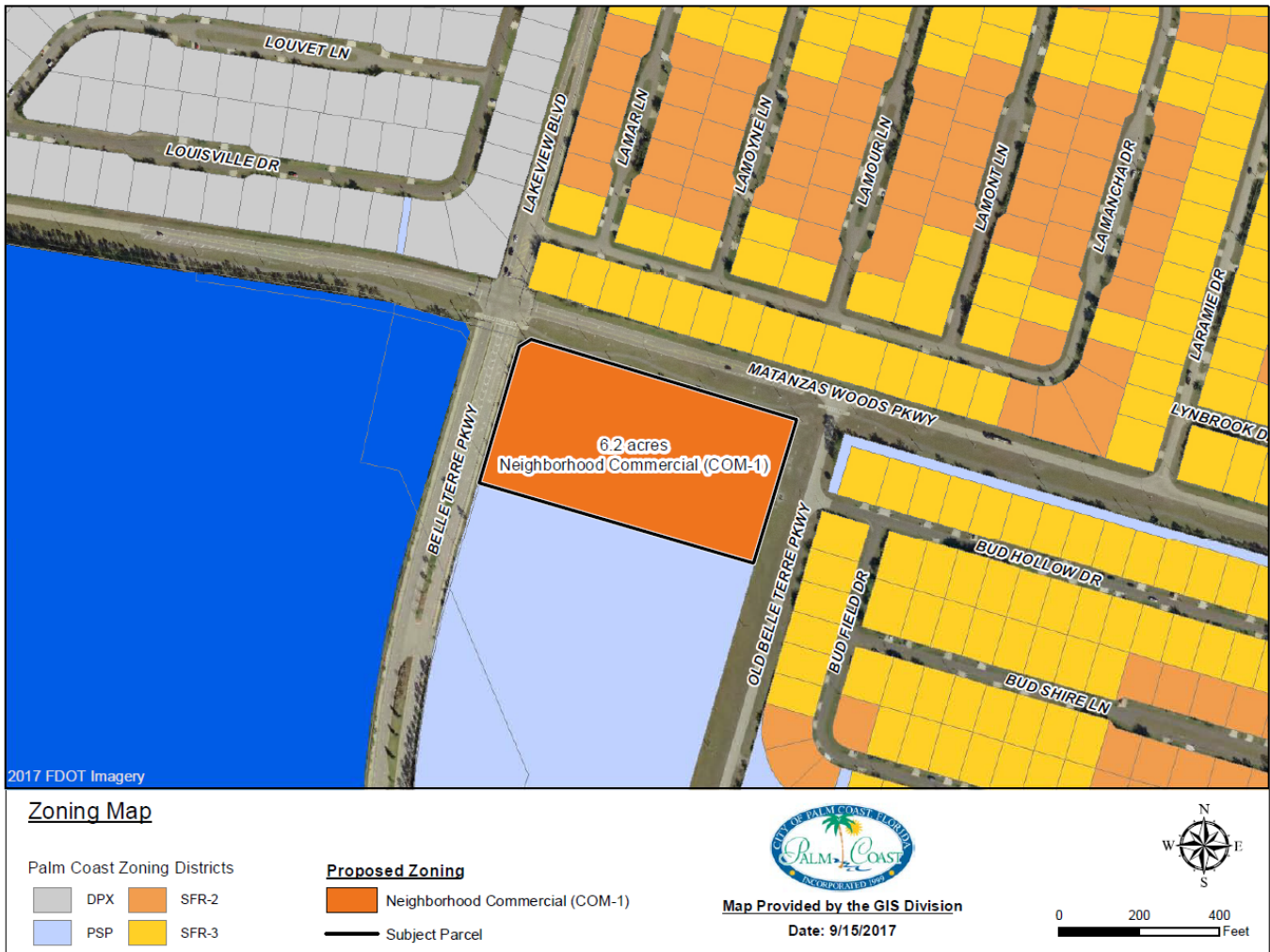
EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 10 SOUTH, RANGE 30 EAST, ALSO LYING WITHIN VACATED PALM COAST SECTION 36 BEING SOUTH OF THE SUBDIVISION PLAT LAKEVIEW-SECTION 37, MAP BOOK 13, PAGES 1 THROUGH 29, ALSO LYING WEST OF THE SUBDIVISION PLAT BELLE TERRE-SECTION 35, MAP BOOK 11, PAGES 2 THROUGH 26, PALM COAST PARK, AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY (NORMAN YOUNG PARKWAY PER PLAT), A 124' RIGHT-OF-WAY, AND THE WEST RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY, A 124' RIGHT-OF-WAY; THENCE S16°18'50"W ALONG SAID WEST RIGHT-OF-WAY LINE OF BELLE TERRE PARKWAY, A DISTANCE OF 380.00 FEET TO A POINT; THENCE NORTH 73°41'10" WEST, A DISTANCE OF 713.97 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE RE-ALIGNMENT OF BELLE TERRE PARKWAY, A 124' RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 16°18'50" EAST, A DISTANCE OF 354.97 FEET; THENCE N61°18'50"E, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 35.40 FEET TO A POINT SITUATED ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF MATANZAS WOODS PARKWAY; THENCE S73°41'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 688.94 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT "B"

REVISED OFFICIAL ZONING MAP





**COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT FOR APPLICATION #3399
OCTOBER 17, 2017**

OVERVIEW

Application Number: 3399

Applicant: Palm Coast United Methodist Church

Property Description: 6.2 +/- acres of property located on the south side of Matanzas Woods Parkway, extending from the new alignment of Belle Terre Parkway to the old alignment of Belle Terre Parkway.

Property Owners:	Palm Coast United Methodist Church, Inc.
Parcel ID #:	27-10-30-0000-01010-0010
Parcel Address:	6500 Belle Terre Parkway (northern part only)
Current FLUM designation:	Mixed Use
Current Zoning designation:	Public/Semi-Public (PSP)
Current Use:	Vacant
Size of subject property:	6.2 +/- acres

Requested Action: Rezoning from Public/Semi-Public (PSP) to Neighborhood Commercial (COM-1)

Recommendation: Approval

ANALYSIS

REQUESTED ACTION

Palm Coast United Methodist Church, Inc. (as property owner) is proposing to rezone 6.2+/- acres of vacant land located on the south side of Matanzas Woods Parkway, extending from the new alignment of Belle Terre Parkway ("new Belle Terre Parkway") to the old alignment of Belle Terre Parkway ("old Belle Terre Parkway"), from Public/Semi-Public (PSP) to Neighborhood Commercial (COM-1). The rezoning application was originally submitted with a request for General Commercial (COM-2) but it was amended on September 13th, to request Neighborhood Commercial (COM-1) instead.

BACKGROUND/SITE HISTORY

This property was originally included in the 68,000 acres of land developed by ITT Community Development Corporation. Palm Coast United Methodist Church purchased the 20.2-acre parent parcel from ITT in 1999. In 2007, the church traded the portion of its land located west of the new Belle Terre Parkway to Palm Coast Land, LLC (developer of the Palm Coast Park DRI) and in return the church received 5.58 acres of land located south of the original 20.2 acres from Palm Coast Forest, LLC. The church currently has 22.33 acres of land on two adjacent parcels and would have 16.13 acres remaining if the rezoning is approved and the church sells off the 6.2 acres. The church has developed a stormwater pond and exterior recreational area on the southerly part of the remaining 16.13 acres, as its first step in relocating its church facilities from the existing facilities on Belle Terre Parkway just east of the Flagler

County Library to this 16.13 acres. Recently the church prepared a master plan and determined the subject 6.2 +/- acres of land are excess to their future expected needs.

PROJECT DESCRIPTION

The church desires to rezone the northerly 6.2 +/- acres of the site to Neighborhood Commercial (COM-1), sell the land to a commercial developer, and utilize the proceeds towards building a new church facility on the remaining 16.13 +/- acres. The 6.2 +/- acres proposed for rezoning has approximately 714' of frontage along Matanzas Woods Parkway and about 380' of frontage along new Belle Terre Parkway and old Belle Terre Parkway.

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	Mixed Use	Mixed Use
Zoning District	Public/Semi-Public (PSP)	Neighborhood Commercial (COM-1)
Overlay District	None	None
Use	Vacant land	Commercial uses
Acreage	6.2 +/- acres	6.2 +/- acres

SURROUNDING LAND USES:

NORTH:	FLUM: Zoning:	Residential Single-Family Residential (SFR-3)
SOUTH:	FLUM: Zoning:	Mixed Uses Public/Semi-Public
EAST:	FLUM: Zoning:	Residential Single-Family Residential (SFR-3)
WEST:	FLUM: Zoning:	Mixed Uses and DRI Mixed Uses Palm Coast Park MPD (intended for commercial uses)

SITE DEVELOPMENT REQUIREMENTS (Previous Standards Versus Proposed Standards)

Criteria	(Previous Standards for PSP)	(Proposed Standards for COM-1)
Min. Lot/Development Size	20,000 sq. ft.	20,000 sq. ft.
Min. Lot Width	100 ft.	100 ft.
Max. Impervious Surface Ratio	0.70	0.70
Min. Front Setback	25 ft.	25 ft.
Min. Rear Setback	10 ft.	10 ft.
Min. Interior Side Setback	10 ft.	10 ft.
Max. Building Height	100 ft.	50 ft.

Max. Floor Area Ratio	0.30	0.30
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ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

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

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

Staff Finding: The proposed project with COM-1 zoning is an allowed zoning district in areas designated *Mixed Uses* on the Future Land Use Map (FLUM) and will be compatible with the variety of other uses currently allowed within proximity to the site.

Initially, the applicant requested a rezoning to General Commercial (COM-2) which is also allowed in the *Mixed Uses* area. However, some neighbors expressed a few concerns at the Neighborhood Information Meeting (NIM) and Planning staff's detailed analysis resulted in staff not being comfortable with some permitted uses in the COM-2 Zoning District that could be constructed in close proximity to neighboring single-family homes/future homes. The permitted uses of concern that could be constructed in the COM-2 District but not in the COM-1 District, included: motorcycle dealership, fast food restaurant, drinking establishment (without outdoor entertainment), hotel/motel, and convenience store with a large number of gas pumps. (The COM-1 District only allows convenience stores with gas pumps via approval of a Special Exception if there is any residential property within 500 feet, as in this case, and also limits gas pumps to serve a maximum of only 8 vehicle fueling positions while the COM-2 District permits convenience stores for up to 24 vehicle fueling positions.)

After discussing staff's and the neighborhood's concerns with the applicant on September 13, 2017, the applicant advised staff the church would amend their rezoning application to Neighborhood Commercial (COM-1) as the church wanted to continue being a good neighbor to the Matanzas Woods and Indian Trails Neighborhoods and also did not want any of the concerned uses adjacent to their future church facilities either. The switch in the requested zoning means the commercial services provided at this site would be geared primarily for residents of the Matanzas Woods and Indian Trails Neighborhoods in lieu of being primarily for motorists traveling along I-95.

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

Staff Finding: The request is consistent with the following policies and goal of the Comprehensive Plan:

- **Chapter 1 Future Land Use Element:**

-Policy 1.1.1.2 – The future land use designations shall permit the zoning districts listed and generally described in the following table.

The FLUM designates the subject property as *Mixed Use* and Neighborhood Commercial (COM-1) is an allowable zoning district for the *Mixed Use* designation on this FLUM table. However, numerous zoning districts are allowed in the *Mixed Use* area, such as High Intensity Commercial (COM-3) and Light Industrial (IND-1), so the proposed zoning must also be compatible with surrounding and neighboring land uses. In this case, Planning staff believes the proposed COM-1 zoning will be compatible with the established neighboring single-family community.

-Goal 1.1 – Preserve the character of residential communities, prevent urban sprawl and protect open space and environmental resources, while providing a mix of land uses, housing types, services, and job opportunities in mixed use centers and corridors.

Previous findings in the FLUE beneath this goal state, “At the same time, areas already platted and developing exclusively in a suburban residential pattern are considered desirable by the citizens of the City and worthy of “protection”. Staff believes the proposed COM-1 zoning in lieu of the COM-2 zoning will be compatible with the single-family community located east of old Belle Terre Parkway and across Matanzas Woods Parkway.

-Policy 1.1.4.1 – The Mixed Use land use designation is intended to provide opportunities for residents to work, shop, engage in recreational activities, and attend school and religious services in reasonably close proximity to residential dwellings.

The proposed COM-1 zoning would provide retail shopping and commercial services for residents in the communities along Matanzas Woods Parkway, Lakeview Boulevard, and Belle Terre Parkway (Matanzas Woods Neighborhood). These short trip lengths for residents will discourage urban sprawl. Currently, residents have to travel about 3 – 4 miles to obtain services along Palm Coast Parkway and the new services will make this suburban area more like a community.

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

Staff Finding: Water and sewer service are available to serve the project. Matanzas Woods Parkway will be impacted east of the subject site but the proposed neighborhood commercial services will not attract a large number of motorists along I-95 and will substantially shorten the length of trips residents of the Matanzas Woods and Indian Hills Neighborhoods need to travel to obtain neighborhood commercial services.

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

Staff Finding: The proposed rezoning will be compatible with the overall neighborhood as it is located within a Mixed Use designation on the FLUM where a variety of land uses are allowed. Additionally, it is at the key intersection between Matanzas Woods Parkway and Lakeview Boulevard/new Belle Terre Parkway.

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

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

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

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

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

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

B. Its impact upon the environment and natural resources;

Staff Finding: A preliminary site assessment was done by a qualified environmentalist and no environmental issues were observed. Based on this analysis the site is well suited for development.

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

Staff Finding: Impacts to the Palm Coast economy are anticipated to be positive since the project will provide numerous construction jobs over the first few years and will provide additional tax revenues to the City. Additionally, commercial businesses constructed on the proposed site will provide retail and commercial services for nearby residents and more distant residents utilizing Matanzas Woods Parkway to enter or exit I-95.

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

Staff Finding: The impact on the necessary governmental services including: wastewater, potable water, drainage, fire and police protection, solid waste and transportation systems will be covered by concurrency regulations and impact fees paid by the developer during the platting or site plan process. The traffic generated by the commercial project should speed-up the need for the 4-laning of Matanzas Woods Parkway, between the I-95 on and off ramps and US Highway1, and the project's traffic impact fees will assist in paying for the 4-laning expenses.

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

Staff Finding: The recent opening of the I-95 and Matanzas Woods Interchange has made a major change to this area and approximately doubled traffic along Matanzas Woods Parkway in the short time it has been open. The site's location at the key intersection of Matanzas Woods Parkway and new Belle Terre Parkway/Lakeview Boulevard makes the site very suitable for the proposed zoning.

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

Staff Finding: As previously described the proposed Neighborhood Commercial (COM-1) of 6.2 +/- acres will be compatible with the Matanzas Woods and Indian Trails Neighborhoods and the much needed commercial services will improve the quality of life for these residents.

G. *Whether it accomplishes a legitimate public purpose:*

Staff Finding: The subject property is located within the "Mixed Use" designation on the FLUM and the "Mixed Use" designation allows for the potential of having COM-1 Neighborhood Commercial Zoning. Staff believes the site is conducive for the proposed neighborhood commercial uses.

PUBLIC PARTICIPATION

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

To comply with this standard, the developer notified the neighboring property owners via standard USPS mail on August 14, 2017, of an upcoming neighborhood meeting to be held on August 30, 2017 at 6:00 P.M. at Belle Terre Elementary School, 5545 Belle Terre Parkway. On September 6, 2017, the applicant provided details to the Planning staff showing about 40 persons attended this meeting and the applicant's representative provided materials to those attendees describing the proposed uses and also responded to questions from attendees. Note about 25 of those persons who attended were from the Palm Coast United Methodist Church who support the rezoning.

Residents who attended this meeting expressed some key concerns associated with the proposed COM-2 rezoning.

- Would a gas station be constructed?
- Would there be commercial access points onto old Belle Terre Parkway?
- Would Matanzas Woods Parkway be widened to four lanes?
- Safety for pedestrians and bicyclists.

- Noise and potential crime from the center.

The developer erected three City provided signs on the subject property on September 4, 2017 notifying neighbors of the upcoming public hearing for the Planning and Land Development Regulation Board on September 19, 2017 and City Council meetings on October 17, 2017 and November 7, 2017. After Hurricane Irma, the City prepared and the applicant posted three new signs.

City staff has received one letter from the public objecting to the application and two neighbors spoke against the rezoning at the PLDRB.

PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB) ACTION

The PLDRB voted unanimously (6 – 0) to find the rezoning in compliance with the Comprehensive Plan and recommend that City Council approve the rezoning of the property from Public/Semi-Public (PSP) to Neighborhood Commercial (COM-1) at its September 19, 2017 public hearing.

RECOMMENDATION

Planning staff and the Planning and Land Development Regulation Board recommend to City Council approval to rezone 6.2+/- acres from Public/Semi-Public (PSP) to Neighborhood Commercial (COM-1) for the Palm Coast United Methodist Church rezoning, Application No. 3399.

City of Palm Coast, Florida

Agenda Item

Agenda Date:10/17/2017

Department	Construction Management & Engineering	Amount	\$888,250.00
Item Key		Account	# 54205511-063000-55001
Subject	RESOLUTION 2017-XX APPROVING A CONTRACT WITH SIEG & AMBACHTSHEER, INC. FOR STORMWATER DRAINAGE SYSTEM IMPROVEMENTS		

Background :
UPDATE FROM THE OCTOBER 10, 2017 WORKSHOP
This item was heard by City Council at their October 10, 2017 Workshop. There were no changes suggested to this item.

ORIGINAL BACKGROUND FROM THE OCTOBER 10, 2017 WORKSHOP
The Surface Water Control Structures known as L-1 located on the Little Waterway and K-1 located on the Sesame Waterway, is being replaced as a Flood Mitigation Cost Share Project with the St John’s River Water Management District. In addition to these projects W-1 on the Walker Waterway will be rehabilitated as well. On several occasions, repairs were made to all the gates and structures to temporarily reinforce them. Reconstruction of these facilities will enhance the surface water control, reduce upstream flooding, protect downstream infrastructure, reduce downstream erosion of both waterways, improve their efficiencies and bring them up to current standards.

Bids were duly and properly advertised for Invitation to Bid ITB-CD-CME-17-61, for all three reconstruction projects. Four (4) bids were received on September 20, 2017, from bidders who were considered responsive and responsible. The low bidder was Sieg & Ambachtsheer, Inc of Deland, FL, with the low bid amount of \$807,500.00.

The project consists of replacing the current weirs and gates with our standard weir design which includes a downward opening gate to increase water control efficiency, and adding electric gate control equipment and a Supervisory Control and Data Acquisition (SCADA) System. This project will also include improvements to the banks and maintenance landscaping of the surrounding canal area. Contract construction time is two hundred seventy (270) days.

The nature of the earthwork and construction for this project is subterranean and underwater. It is very expensive to account for every unknown circumstance or condition that may be present, and those conditions are generally not discovered until after construction has begun. Based on past experience with similar construction projects, staff is requesting the 10% contingency (\$80,750.00) be approved so that any unforeseen circumstances and/or unknown conditions can be change ordered into the contract and not cause a time delay in the project.

SOURCE OF FUNDS WORKSHEET FY 2017
STORMWATER 54205511-063000-55001

City Funds	\$	990,000.00
Cost Share Funds	\$	700,000.00
Total Expenses/Encumbered to date	\$	
Pending Work Orders/Contracts	\$	
Current Work Order	\$	888,250.00
	\$	801,750.00

Recommended Action :
RESOLUTION 2017-XX APPROVING A CONTRACT WITH SIEG & AMBACHTSHEER, INC IN THE

AMOUNT OF \$888,250.00 INCLUDING A 10% CONTINGENCY FOR RECONSTRUCTION OF THE WATER CONTROL STRUCTURES (SWCS) KNOWN AS L-1 ON THE LITTLE WATERWAY, K-1 ON THE SESAME WATERWAY AND W-1 ON THE WALKER WATERWAY.

RESOLUTION 2017 - ____
REHABILITATION SURFACE WATER CONTROL
STRUCTURES L-1, K-1 AND W-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH SIEG & AMBACHTSHEER, INC. FOR THE REHABILITATION OF THE SURFACE WATER CONTROL STRUCTURES KNOWN AS L-1, K-1 AND W-1; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sieg & Ambachtsheer, Inc. desires to provide construction services and material to rehabilitate the Surface Water Control Structures known as L-1 on the Little Waterway, K-1 on the Sesame Waterway and W-1 on the Walker Waterway for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Sieg & Ambachtsheer, Inc. for the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Sieg Ambachtsheer, Inc. as referenced herein and attached hereto as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the Contract as depicted in Exhibit "A."

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17^h day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Contract with Sieg & Ambachtsheer, Inc.

Approved as to form and legality

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

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF PALM COAST**

THIS AGREEMENT ("Agreement") is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF PALM COAST ("Recipient"), 160 Lake Avenue, Palm Coast, Florida 32164. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2017-2018 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District's missions and initiatives.

At its June 2017 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Flood Control Structures L1 & K1 Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A - Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until September 30, 2018 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before July 2, 2018. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the 45 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction which is eligible for District reimbursement, does not begin before June 30, 2018, or if the first invoice for non-construction projects is not submitted by June 30, 2018, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient 100% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$700,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.

- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by email to acctpay@sjrwmd.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$700,000.00, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).
6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT
Derek Busby, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
Phone: 386-329-4459
Email: dbusby@sjrwmd.com

RECIPIENT
Brian Matthews, Project Manager
City of Palm Coast
2 Utility Drive
Palm Coast, Florida 32137
Phone: (386) 986-2353
Email: bmatthews@palmcoastgov.com

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING.**

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Director within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

- 10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, not shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. **FAILURE TO COMPLETE PROJECT**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF PALM COAST

By: Wendy L. Cox
Ann B. Shortelle, Ph.D., Executive Director
(or designee)

By: Jim Landon
Jim Landon, City Manager

Typed Name and Title

Date: 9/1/17

Date: 8/3/17

Attest: Virginia A. Smith

Virginia A. Smith, City Clerk/Paralegal

Typed Name and Title

Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form
Attachment C — District Supplemental Instructions Form

**ATTACHMENT A - STATEMENT OF WORK
CITY OF PALM COAST
FLOOD CONTROL STRUCTURES L1 & K1**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2017-2018 to develop and implement resource and water supply development projects and promote conservation. On June 13, 2017, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Palm Coast (Recipient) requested funding for their Flood Control Structures L1 & K1 for the not to exceed amount of \$700,000, towards the estimated construction cost of \$700,000. This request was approved by the Governing Board. The Recipient is located in Flagler County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to provide flood protection to residential neighborhoods while protecting regional natural systems. By enhancing the ability to control flood waters via updated and more effective water management control structures the Recipient will be able to create additional storage and retention of stormwater within the Recipient's stormwater system. The rehabilitation and updating of these structures will also protect natural systems by allowing for longer upstream hold times. This provides benefits to the shallow aquifer, local wetlands as well as providing additional nutrient reduction.

III. SCOPE OF WORK

The project will reconstruct, rehabilitate and upgrade both the L1 and K1 structures weirs to their original functionality. Electro-mechanical slide gates will be installed which will be controlled and monitored by a Supervisory Control and Data Acquisition (SCADA) system that will monitor and record water elevations and provide remote control of the electric actuator on the weir gate. The gate at L-1, will have an elevation range 18.0' to 22.0', (typically set at 21.5' or slightly lower to account for the normal base flow) and the gate at K-1, will have an elevation range of 16.0' to 21.0' (typically set at 20.5' or slightly lower to account for normal base flow).

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:
 - Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction to include on-going work that represents the time-period being invoiced.
 - Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task.
 - Construction plans, specifications, and contract documents for the site work must be made available upon request;
 - Written verification that the record drawings and any required final inspection reports for the project are received.
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Director at mlcourt@sjrwmd.com;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is September 30, 2018. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Replacement of L1 & K1 Control Structures	1/31/2018	9/30/2018

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient one hundred percent (100%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$700,000.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2017.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Director within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Director is mlcourt@sjrwmd.com. The Recipient shall submit a final project report

within 15 days of Final Completion and acceptance by City of Palm Coast detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement

FY 17-18 (10/1/2017 – 9/30/2018)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Replacement of L1 & K1 Control Structures	\$700,000	\$700,000

ATTACHMENT B
PROJECT PROGRESS REPORT

St. Johns River Water Management District Project Progress Report

Date: _____

Report Number:

Contract/Project Identification

Project Name:	Flood Control Structures L1 & K1 Project			
Recipient:	City of Palm Coast			
SJRWMD Contract Number:	31841		SJRWMD Project Manager:	Derek Busby
			Recipient's Project Manager:	Brian Matthews

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	
Contract Expiration (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Update Tracking

Project Phase	App - Complete %	Revised- Complete %	Start Date	Completion Date	Notes: Anticipated Deviations from schedule
Planning					
Design					
Permitting					
Bidding & Award					
Construction					

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Projected Finish Date	Complete %

Project Update including problems, issues and solutions:

--

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Brian Matthews
City Of Palm Coast
160 LAKE AVENUE
PALM COAST, FL 32164

FROM: Derek Busby, Project Manager

CONTRACT NUMBER: 31841

CONTRACT TITLE: City of Palm Coast Flood Control Structures L1 & K1

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. N/A’S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

- DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

N/A’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(N/A agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Derek Busby, District Project Manager

Acknowledged: _____ Date: _____
Carol Miller, District Senior Procurement Specialist

c: Contract file
Financial Services



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-CD-CME-17-61 L-1 And K-1 Surface Water Control Structure

Date: September 25, 2017

Appeal Deadline: Appeals must be Filed by 5:00 PM on September 27, 2017

Firm	Bid
Sieg & Ambachtsheer, Inc. Deland, FL	\$807,500.00
S.E. Cline Construction, Inc Palm Coast, FL	\$853,868.50
Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL	\$1,283,600.00
Brothers' Construction, Inc. Stuart, FL	\$1,385,500.00

The intent of the City of Palm Coast is to award ITB-CD-CME-17-61 to Sieg & Ambachtsheer.

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

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

Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.



please recycle

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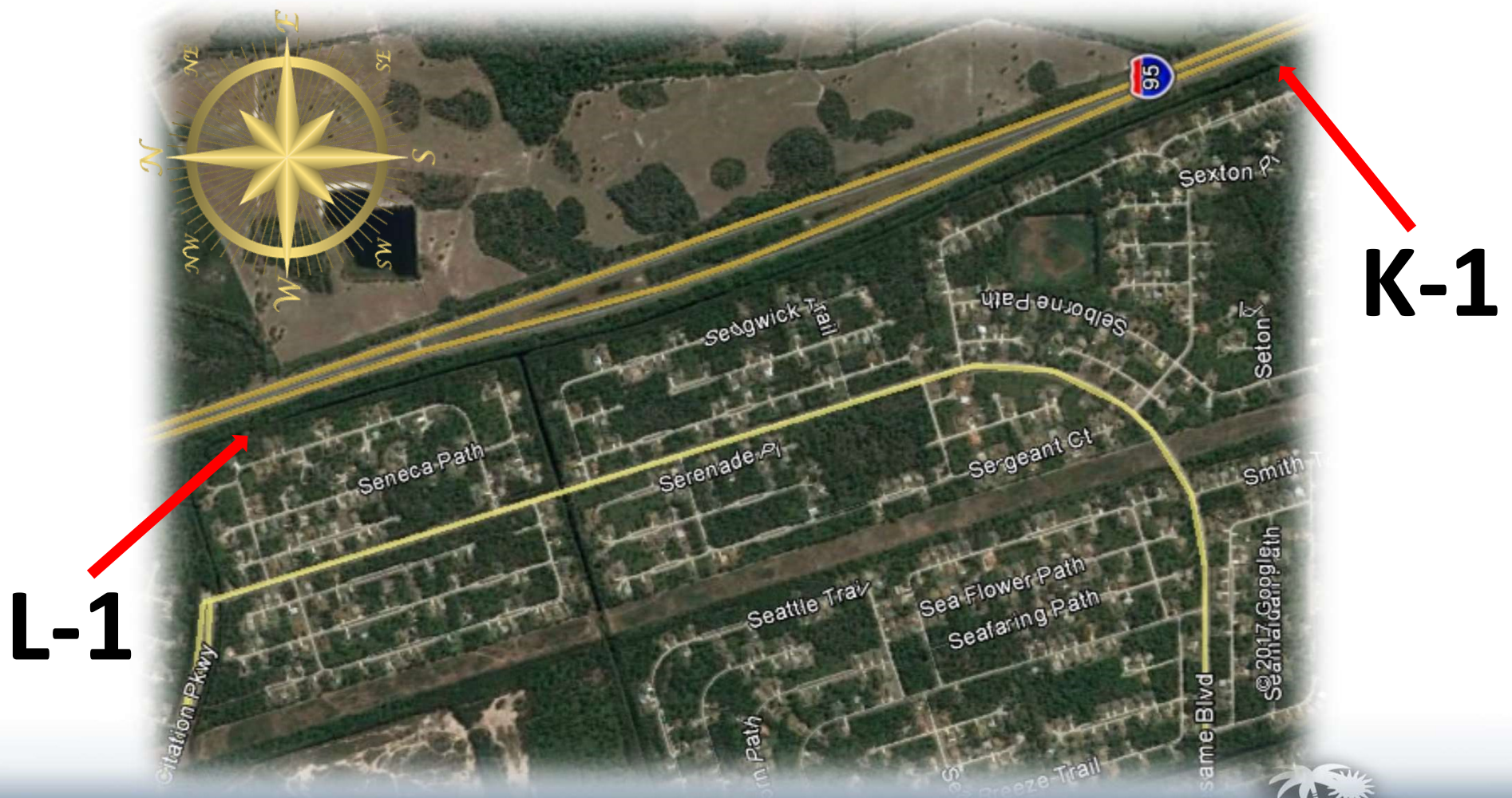


ITB-CD-CME-17-61 - L-1 AND K-1 SURFACE WATER CONTROL

Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Bid Forms Pass/Fail	Bid Bond Pass/Fail	Pricing / 100 pts
SIEG & AMBACHTSHEER, INC.	100 pts	Pass	Pass	100 pts (\$807,500.00)
S.E. Cline Construction, Inc.	94.57 pts	Pass	Pass	94.57 pts (\$853,868.50)
Petticoat-Schmitt Civil Contractors, Inc.	62.91 pts	Pass	Pass	62.91 pts (\$1,283,600.00)
Brothers' Construction, Inc.	58.3 pts	Pass	Pass	58.3 pts (\$1,385,000.00)

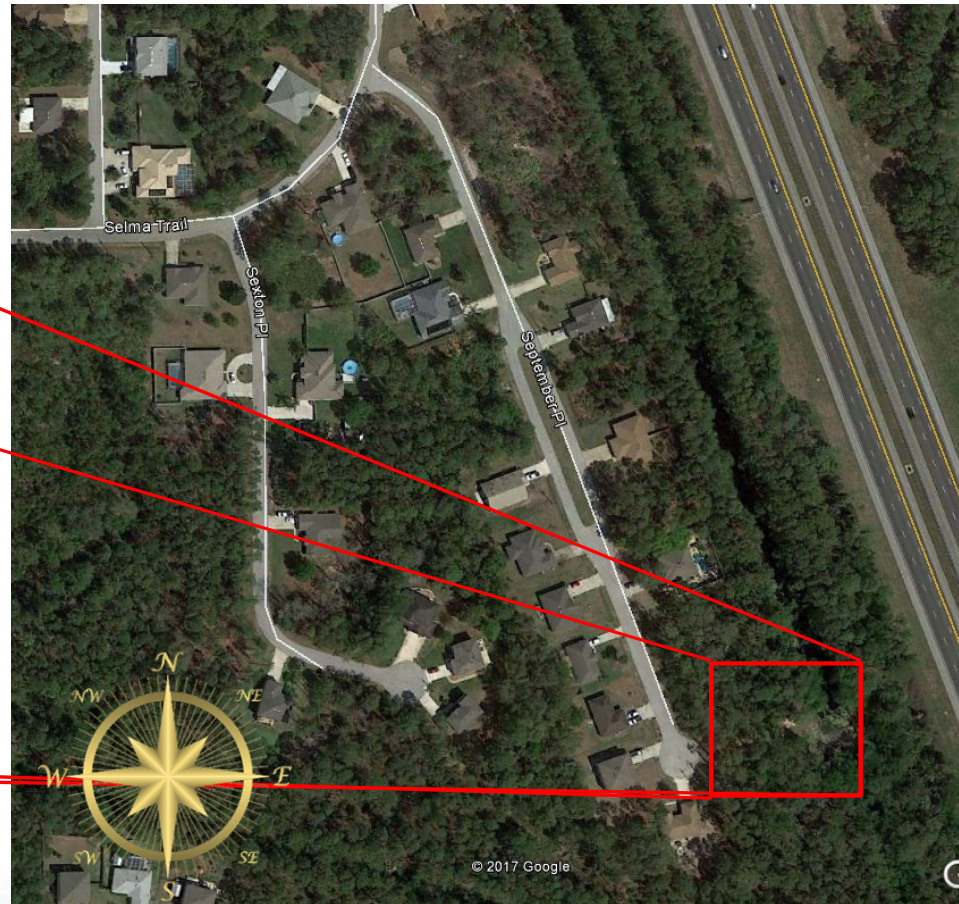


L-1 AND K-1 GENERAL LOCATIONS



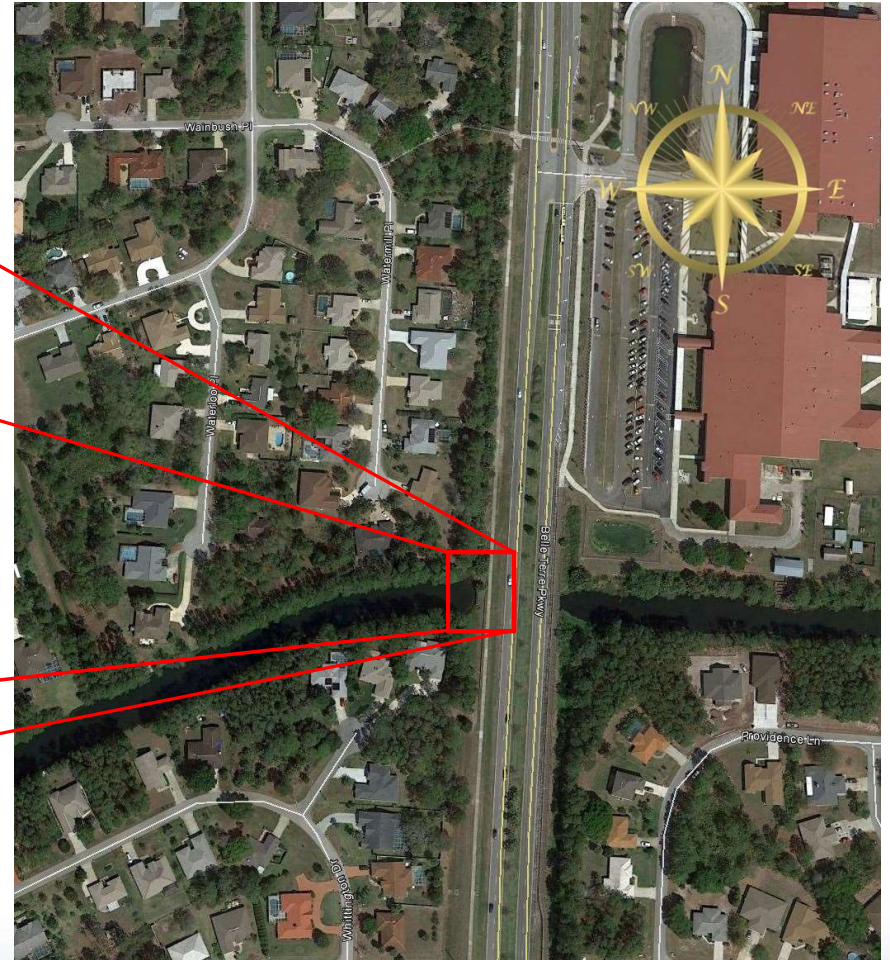
L-1 SPECIFIC LOCATION — 19 SENTINEL TRAIL





K-1 SPECIFIC LOCATION – 25 SEPTEMBER PLACE





W-1 — 4403 BELLE TERRE PARKWAY



City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/17/2017

Department	CONSTRUCTION MANAGEMENT & ENG.	Amount	\$185,595
Item Key		Account#	54029088-063000-81019
Subject	RESOLUTION 2017-XX APPROVING ENGINEERING DESIGN AND CONSTRUCTION SERVES FOR WELLFIELD EXPANSION		
Background : <u>UPDATE FROM THE OCTOBER 10, 2017 WORKSHOP</u> This item was heard by City Council at their October 10, 2017 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE OCTOBER 10, 2017 WORKSHOP</u> The City of Palm Coast is in the process of expanding the water supply by outfitting five wells and constructing raw water mains in the south zone of the City, which provides raw water to Water Treatment Plant 2. This work is required to provide the necessary source water to the treatment facility to meet current and future demand.			
Phase 1 was recently completed, and consisted of the installation of a raw water main on Seminole Woods Boulevard. Currently, Phase 2 construction is being completed and includes the installation of a raw water main on Sesame Boulevard, pump installations and equipment for five wells. Phase 3 will provide three additional wells and raw water mains to complete the expansion of the Southern Wellfield for Water Treatment Plant 2.			
McKim and Creed provided the engineering services for the design and construction of Phase 1 and Phase 2. They are familiar with this project. Staff recommends retaining McKim and Creed for design and construction engineering services for Phase 3. Work will be performed on an hourly rate basis, for a fee not-to-exceed \$185,595.00. Funds for this project are budgeted in the Utility 5-year Capital Plan.			
SOURCE OF FUNDS WORKSHEET FY 2018			
Utility Capital Project- 54029088-063000-81019		\$2,880,000.00	
Total Expenses/Encumbered to date		\$	
Pending Work Orders/Contracts		\$	
Current Contract		\$ 185,595.00	
Contingency		\$	
Balance		\$2,694,405.00	
Recommended Action : Adopt Resolution 2017-XXX approving a work order with McKim & Creed, Inc., in an amount not-to-exceed \$185,595.00, for engineering design and construction services for the Southern Wellfield Expansion, Equip 3 Wells and install a New Raw Water Main.			

RESOLUTION 2017-_____
WORK ORDER WITH MCKIM & CREED, INC.,
SOUTHERN WELLFIELD EXPANSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN ADDENDUM TO THE WORK ORDER ISSUED TO MCKIM & CREED FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE SOUTHERN WELLFIELD EXPANSION, EQUIP LW-83, LW-84, LW-85 AND A NEW RAW WATER MAIN PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, McKim & Creed is currently engaged in a continuing services agreement to provide engineering services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order to McKim & Creed for the design and construction of the Southern Wellfield Expansion, Equip LW-83, LW-84, LW-85 and a Raw Water Main project.

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a work order to McKim & Creed, as attached hereto and incorporated herein by reference herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the work order as depicted in Exhibit “A.”

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order with McKim & Creed

Approved as to form and legality

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



WORK ORDER-

City of Palm Coast (Buyer)

Purchase Order #: _____

Vendor Name: McKim & Creed	Date: 7/28/17
Address: 139 Executive Circle, Suite 201	Bid #: RFQ-PW-U-14-05
City, State & Zip: Daytona Beach, FL 32114	Project: Southern Well Field Expansion, Equip Wells LW-83, LW-84, LW-85 and a New Raw Water Main- Phase 3 Engineering Services 3/18/2014 Council Approval Date:

Email Invoices to:

AP@Palmcoastgov.com

Total Cost: \$ 185,595.00

ATTACHMENTS TO THIS WORK ORDER:

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Description of Services
Drawings/Plans/Specifications
Special Conditions
Rate Schedule

METHOD OF COMPENSATION:

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Fixed Fee Basis
Not To Exceed
Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by August 31, 2017. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

(THIS SECTION TO BE COMPLETED BY THE CITY)

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

VENDOR APPROVAL

Officer with Corporate Signatory Authority _____ Date: _____

Printed Name _____ Title _____

WITNESS:

Signature _____ Printed Name _____

CITY OF PALM COAST APPROVAL

Authorized Signatory: _____ Date: _____
ASED DIRECTOR OR DESIGNEE

**CITY OF PALM COAST
SOUTHERN WELL FIELD EXPANSION
EQUIP WELLS LW-83, LW-84, LW-85 AND A NEW RAW
WATER MAIN- PHASE 3**

**PROPOSAL FOR DESIGN, PERMITTING,
BIDDING, AND CONSTRUCTION SERVICES**

I. INTRODUCTION

The City of Palm Coast Utility Department, CITY, desires to make additional improvements to the existing raw water supply system within the southern section of the City. Currently, there are three (3) wells that will be or have been recently drilled and cased; LW-83; LW- 84; LW-85. Two (2) wells (LW-83, LW-84) are/will be located within an FPL transmission easement, north of Sesame Boulevard. Discharge from these two (2) wells will be directed to a new 8-inch raw water main which will lie within the westerly portion of an FPL easement and connect to an existing 12" x 8" tee on Sesame Boulevard. The third well (LW-85) will be located south of Sesame Boulevard within a drainage easement located adjacent to the Seminole Waterway.

II. OBJECTIVE

The objective of this proposal is to provide engineering services for the design, permitting, bidding, and construction services in order to equip three (3) Upper Floridan Aquifer wells and install, at a minimum, 4,500 feet of raw water main north of Sesame Boulevard and 1,200 feet of raw water main south of Sesame Boulevard.

The CONSULTANT shall coordinate all work activities through the following CITY staff:

Richard Adams - Utility Director
Steve Flanagan - Community Development Director
Mary Kronenberg - Project Coordinator

III. SCOPE OF WORK

The CONSULTANT shall provide design, permitting, bidding, and construction services during construction for the Southern Well Field Expansion: Equip Wells LW-83, LW-84, LW-85 and a new raw water main. A detailed listing of the Scope of Services is listed below.

Task 1: Project Kickoff and Data Collection

- CONSULTANT shall develop project documents that will include project setup, project schedule, hard and electronic filing systems, and conduct internal kickoff meeting with the design team. Management of the project will also be included with this task.
- CONSULTANT shall conduct a Project Kickoff Meeting with CITY staff to discuss the overall project scope, approach, and schedule. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the kickoff meeting. Key team members will be identified and procedures for communication and data collection will be established. Meeting minutes will be prepared by CONSULTANT and distributed to meeting attendees.
- CONSULTANT shall work with the CITY to coordinate gathering any existing drawings or other data that is pertinent to the design of the Project.

Task 2: Design Services

- CONSULTANT shall perform a topographic survey of the new raw water main from Seven Oaks Waterway to Sesame Boulevard within an existing FPL easement.
- CONSULTANT shall perform a topographic survey of the new raw water main from Seminole Waterway to Sesame Boulevard within the right-of-way of Smith Trail.
- CONSULTANT shall perform a survey that will establish the limits of fencing at each well site (3).
- CONSULTANT shall conduct a computer analysis of the proposed and existing raw water manifold in order to determine pumping heads and flows for the proposed three (3) wells.
- CONSULTANT shall prepare the Project Manual to incorporate the latest front end documents and technical sections.
- CONSULTANT shall prepare 60%, 90% and 100% design drawings and will review the 60% and 90% Drawings with CITY staff. Comments and input from staff will be incorporated into the Contract Documents.
- CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost for the project. This information shall be presented to CITY staff for review at the 60%, 90%, and 100% design review stages.
- CONSULTANT shall prepare an easement required such that installation of the raw water main within the FPL easement may be possible.

- CONSULTANT shall include the services of a Geotechnical firm in order to perform soil testing along the proposed route of the new raw water main.
- CONSULTANT shall include the services of an Environmental SUB-CONSULTANT to perform a wetlands and a preliminary wildlife evaluation. The area will be observed on transects of convenience to document cover types and document readily-observable wildlife in an effort to identify if protected species are present. A plant survey is not included in this Scope of Services.
- CONSULTANT shall provide electronic files of the Drawings and Project Manual to the CITY that is suitable for placement on the CITY's website for bidders and suppliers.

Task 3: Prepare Permit Applications

- CONSULTANT shall prepare and submit signed and sealed well site plans to the CITY for the Commercial Site Development permit application. CITY staff will submit the plans for review.
- CONSULTANT shall prepare and submit a construction permit application to the Florida Department of Environmental Protection (FDEP). Response to one (1) Request for Additional Information (RAI) will be included in the proposal.
- All permit fees will be paid by the CITY.
- Task Nos. 1, 2 and 3 must be completed and submitted to the Utility Director within 120 days of the issuance of Notice to Proceed or Purchase Order.

Task 4: Negotiation and Bidding Services

- CONSULTANT shall prepare and distribute the contract documents for the raw water main and equipping the 3 well sites and assist CITY staff in bidding the construction of the project.
- CONSULTANT shall schedule a pre-bid meeting to discuss the Project with prospective Contractors and answer questions they may have about the Project. CONSULTANT shall prepare and distribute any necessary clarifications or addenda during the bidding phase to all prospective bidders.
- CONSULTANT shall attend the bid opening, review and evaluate the bids for this Project, prepare a Bid Tabulation, and provide a Letter of Recommendation of Award.

Task 5: Post Design Construction Services

- CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
- For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of 180 (one hundred eighty) days, or 150 (one hundred fifty) days from the date of the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the CITY and the Contractor.
- CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, layout personnel and construction quality control testing personnel. CONSULTANT will also review and monitor Contractor's construction schedule and advise the CITY of any anticipated project delays and/or early completion indicated through such review and through construction progress observation.
- CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents.
- CONSULTANT shall provide one (1) signed and sealed set of plans and one (1) electronic copy to CITY staff for the CITY's Commercial Site Development Review Permit application. CONSULTANT will not be required to submit utilization plans direct to the CITY Building Department.
- CONSULTANT shall provide one (1) signed and sealed set and one (1) electronic copy of plans to the Contractor for City Building Permit requirements. Contractor to submit to the City Building Department.
- CONSULTANT shall retain the services of a Geotechnical firm in order to perform soil density testing of the backfill along the route of the raw water main.
- CONSULTANT shall retain the services of a Geotechnical firm in order to perform compressive tests on concrete cylinders taken for the well piers and any concrete driveways at each well site.

- CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.
- Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment, supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents.
- CONSULTANT shall make periodic visits to the work site to observe the progress and report to the CITY as to the amount of work completed, the overall quality of executed work, and observed impediments to the successful contract completion. CONSULTANT shall not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed work; CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto. CONSULTANT's efforts will be directed toward providing assurance to the CITY that the completed project will substantially conform to the contract, plans, and specifications, but CONSULTANT shall not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.
- CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible

for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.

- CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.
- CONSULTANT shall review Contractor provided record drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. CONSULTANT shall coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation. CONSULTANT shall also prepare and furnish to the CITY one, set of signed and sealed Record Drawings and one electronic copy (AutoCAD format) of the record drawings showing those changes made during the construction based on the data noted above. CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the work, and submit statements in accordance with the Contract Documents, regulatory agencies, and CITY requirements.
- CONSULTANT shall provide certification of the project to FDEP.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.
- CONSULTANT, through its survey SUB-CONSULTANT, shall establish construction control points on the drawings for the Contractor's use during construction. CONSULTANT is not responsible for laying out the Contractor's work.
- This proposal includes SUB-CONSULTANT services for geotechnical testing (construction quality control), surveying, and environmental services. CONSULTANT shall coordinate with all the SUB-CONSULTANTS during construction.
- No other SUB-CONSULTANT services are included.

IV. FEES AND BILLING

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the CITY. Expenses for SUB-CONSULTANTS, printing, travel, telephone and all other related changes have been estimated and included in the above not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed \$185,595.00. A Fee Matrix showing the estimated hours and the rates is attached for your review.

FEE MATRIX
CITY OF PALM COAST
MAY2017
SOUTHERN WELL FIELD EXPANSION - PHASE III
EQUIP WELLS LW-83, LW-84 AND NEW RAW WATER MAIN
PROPOSAL FOR DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION SERVICES

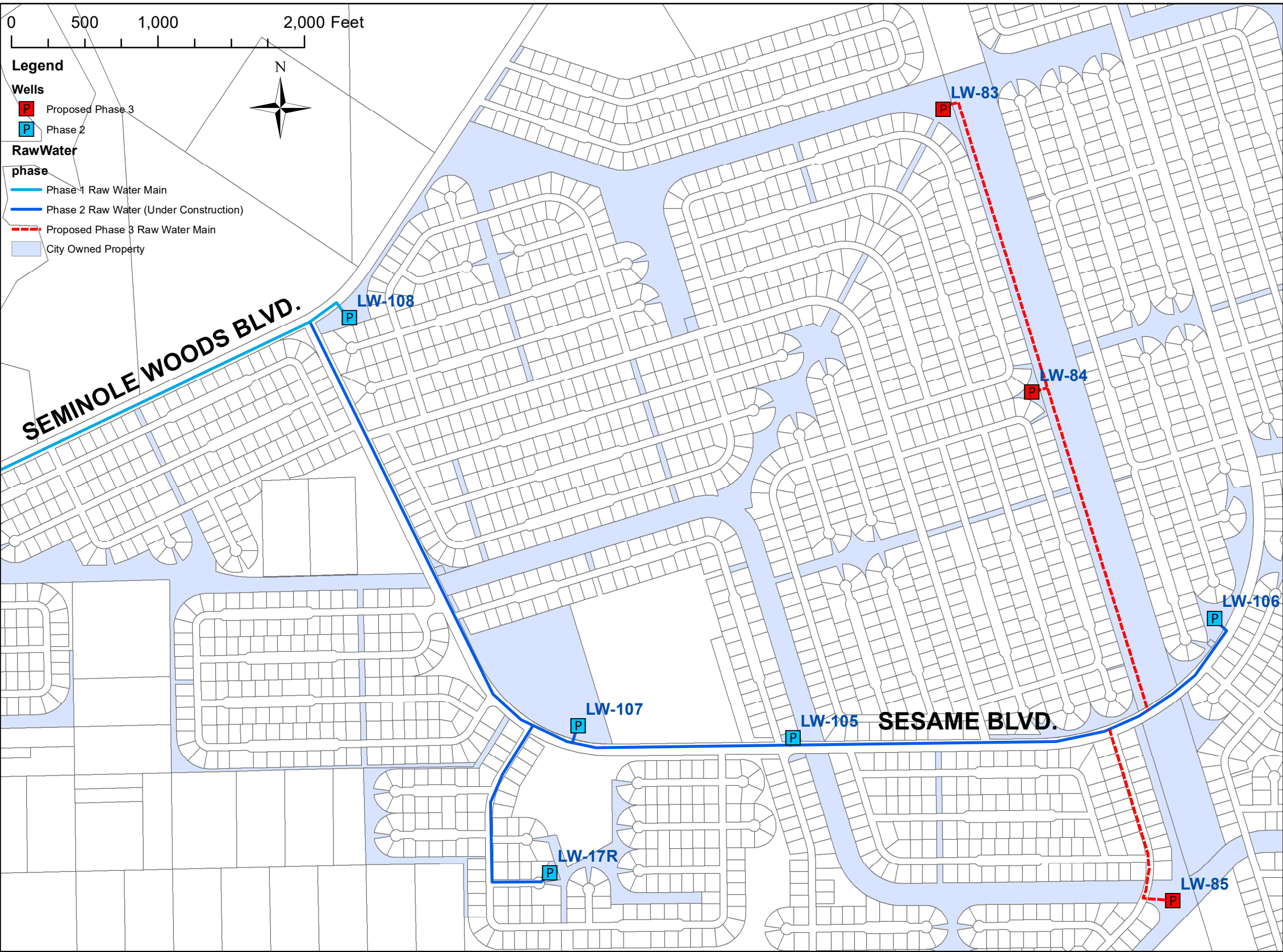
STAFF CLASSIFICATION		Senior Project Manager		Senior Electrical Engineer		Senior Project Engineer		Project Engineer		CAD Designer II		Administrative Assistant		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	\$180	RATE:	\$170	RATE:	\$155	RATE:	\$135	RATE:	\$100	RATE:	\$60		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	PROJECT KICKOFF & DATA COLLECTION														
1.1	In-House Project Management/Internal Kick-Off Meeting	2	\$360	2	\$340	12	\$1,860	2	\$270	2	\$200	20	\$1,200		
1.2	Kickoff Meeting with the City Staff					3	\$465			3	\$300	2	\$120		
1.3	Coordinate Data Collection					2	\$310								
TASK 1 SUBTOTAL			\$360		\$340		\$2,635		\$270		\$500		\$1,320		\$5,425
2	DESIGN SERVICES														
2.1	Topographic Survey for Raw Water Main and Well Sites					2	\$310					2	\$120	\$8,235	
2.2	Hydraulic Flow Analysis					4	\$620	20	\$2,700						
2.3	Prepare Project Manual			4	\$680	12	\$1,860					16	\$960		
2.4	Civil/Mechanical Design					72	\$11,160			500	\$50,000				
2.5	Electrical/Instrumentation & Control Design			24	\$4,080					12	\$1,200				
2.6	30%, 60% and 90% Review Meetings with City Staff/Update Project			2	\$340	20	\$3,100								
2.7	Prepare an Opinion of Probable Cost at 30%, 60%, 90%, and 100% Design			4	\$680	12	\$1,860					6	\$360		
2.8	Geotechnical Services					2	\$310							\$2,915	
2.9	Environmental Services (Wetlands/Gopher Tortoise)													\$2,625	
2.10	Quality Assurance/Quality Control	32	\$5,760												
2.11	Provide Electronic Files to City									2	\$200	2	\$120		
TASK 2 SUBTOTAL			\$5,760		\$5,780		\$19,220		\$2,700		\$51,400		\$1,560		\$86,420
3	PREPARE PERMIT APPLICATIONS														
3.1	Technical Review Committee Submittals			1	\$170	2	\$310			2	\$200	2	\$120		
3.2	Submit FDEP Permit Application			1	\$170	4	\$620			1	\$100	2	\$120		
3.3	Provide Responses to FDEP RAI's			1	\$170	4	\$620			2	\$200	2	\$120		
TASK 3 SUBTOTAL					\$510		\$1,550				\$500		\$360		\$2,920
4	NEGOTIATION AND BIDDING														
4.1	Pre-Bid Meeting					4	\$620					2	\$120		
4.2	Prepare /Distribute Addenda			1	\$170	6	\$930			6	\$600	4	\$240		
4.3	Bid Opening Meeting					2	\$310					2	\$120		
4.4	Prepare Bid Tabulation and Recommendation of Award Letter					2	\$310					4	\$240		
TASK 4 SUBTOTAL					\$170		\$2,170				\$600		\$720		\$3,660
5	POST-DESIGN CONSTRUCTION SERVICES														
5.1	Attend Pre-Construction and Project Meetings					24	\$3,720					16	\$960		
5.2	Review Shop Drawings and Other Submittals			4	\$680	8	\$1,240					4	\$240		
5.3	Provide Four (4) Sets of Signed & Sealed Drawings for City TRC Review			2	\$340	1	\$155			2	\$200	2	\$120		
5.4	Provide Three (3) Sets of Signed & Sealed Drawings for City Building Permit					1	\$155			2	\$200	2	\$120		
5.5	Assist City with Change Order Preparation					8	\$1,240					2	\$120		
5.6	Review Pay Request Applications					8	\$1,240					2	\$120		
5.7	Perform Site Visits			8	\$1,360	100	\$15,500							\$1,000	
5.8	Attend Substantial and Final Observations of Work			8	\$1,360	6	\$930					6	\$360	\$200	
5.9	Review As-Built Drawings			4	\$680	2	\$310								
5.10	Prepare Record Drawings					2	\$310			JO	\$1,000				
5.11	Provide Project Certification			1	\$170	2	\$310					2	\$120		
5.12	Geotechnical Services					2	\$310							\$2,800	
TASK 5 SUBTOTAL					\$4,590		\$25,420				\$1,400		\$2,160		\$33,570
	Subtotal	34	\$6,120	67	\$11,390	329	\$50,995	22	\$2,970	544	\$54,400	102	\$6,120	\$17,775	
TOTAL TASK NOS, 1-5															\$149,770

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.
- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Flagler County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida.
- The Vendor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Vendor and other persons employed by the Vendor in the performance of the contract. Nothing herein shall

be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.



City of Palm Coast, Florida

Agenda Item

Agenda Date: 10/17/2017

Department	UTILITY	Amount	\$280,000.00-\$580,000.00-\$50,000.00
Item Key		Account	54019090-063000-81001 54029090-063000-84005 54029083-063000-82004
Subject	RESOLUTION 2017- XX PIGGYBACKING CLAY COUNTY UTILITY AGREEMENT WITH SENSUS METERING		

Background :
UPDATE FROM THE OCTOBER 10, 2017 WORKSHOP
This item was heard by City Council at their October 10, 2017 Workshop. There were no changes suggested to this item.

ORIGINAL BACKGROUND FROM THE OCTOBER 10, 2017 WORKSHOP

The Utility Department requires various sizes and types of water meters, transmitters and associated parts for new meter installations and replacements or repairs of existing infrastructure. The Utility Department has evaluated three automated reading systems and has elected to standardize Sensus Metering Systems. The Sensus Metering System is a multi-function system which allows touch reading, radio reading and fixed base reading. The City has been installing Sensus Electronic Encoding Register meters since 2005. The City currently has 45,938 meters with 26,768 being touch read, 19,033 being radio read and 137 manual reading commercial meters left for exchange.

The City would like to piggyback on the Clay County Utility Authority agreement with Sensus Metering Systems for the purchase of meters, transmitters and associated parts for FY 2018. All items will be purchased on an as-needed basis. The total cost estimate for this fiscal year for these materials is \$910,000.00.

SOURCE OF FUNDS WORKSHEET FY 2017-2018
WATER DISTRIBUTION WATER METER INSTALL-
54019090-063000-81001

	\$ 725,000.00
Total Expenses/Encumbered to date	\$ 0.00
Pending Work Orders/Contracts	\$ 0.00
Current Work Order	\$ 280,000.00
Balance	\$ 445,000.00

SOURCE OF FUNDS WORKSHEET FY 2017-2018
WATER DISTRIBUTION GENERAL PLANT REPAIR & REPLACEMENT
54029090-063000-84005

	\$ 905,000.00
Total Expenses/Encumbered to date	\$ 0.00
Pending Work Orders/Contracts	\$ 0.00
Current Work Order	\$ 580,000.00
Balance	\$ 325,000.00

SOURCE OF FUNDS WORKSHEET FY 2017-2018**RECLAIMED WATER METER INSTALL 54029083-063000-82004 \$ 1,700,000.00**

Total Expenses/Encumbered to date \$ 0.00

Pending Work Orders/Contracts \$ 0.00

Current Work Order \$ 50,000.00**Balance \$ 1,650,000.00****Recommended Action :**

Adopt Resolution 2017-XX approving piggybacking the agreement between Sensus Metering Systems and Clay County Utility Authority to provide various sizes and types of water meters, transmitters, and associated parts.

RESOLUTION 2017-_____
SENSUS METERING SYSTEMS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING PIGGYBACKING THE AGREEMENT BETWEEN CLAY COUNTY UTILITY AUTHORITY AND SENSUS METERING SYSTEMS FOR THE PURCHASE OF VARIOUS WATER METERS, TRANSMITTERS, AND ASSOCIATED PARTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sensus Metering Systems has expressed a desire to provide various water meters, transmitters, and associated parts to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the agreement between Clay County Utility Authority and Sensus Metering Systems for the purchase of various water meters, transmitters, and associated parts.

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

SECTION 1. APPROVAL OF PIGGYBACKING AGREEMENT. The City Council of the City of Palm Coast hereby approves piggybacking the agreement between Clay County Utility Authority and Sensus Metering Systems for the purchase of various water meters, transmitters, and associated parts as referenced attached hereto and incorporated herein as Exhibit "A."

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Clay County Utility Authority Agreement with Sensus Metering Systems

Approved as to form and legality

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

June 16, 2017

Celeste Goldberg
Chief Public Information Officer
Clay County Utilities Authority
3176 Old Jennings Rd.
Middleburg, FL 32068

Ms. Goldberg,


First let me say that, we at Sensus USA, Inc. certainly appreciate the continued opportunity to serve CCUA over the years. Thank you for your continued loyalty and business. We respectfully ask CCUA to accept our proposed pricing attached on Quote 28689 according to price adjustment terms outlined in our current contract #3417 Exhibit E (page 32) valid through September 30, 2019. Any and all products that are obsolete or no longer used by CCUA have been removed, and specific pricing lines for other relevant items have been added. The proposed pricing is to be effective for CCUA fiscal year October 1, 2017 through September 30, 2018.

Supporting data from the Consumer Price Index program provided by the US Bureau of Labor Statistics to calculate annual pricing adjustments is outlined below. Using the most recently published 12 months of data from March 2016 through March 2017; we are respectfully requesting a 2.0% price increase on all parts and meters.

March 2017 CPI value 251.290 March 2016 CPI value 246.358 $(251.290 / 246.358) - 1 = 0.0200 = 2.0\%$

CPI-All Urban Consumers (Current Series)

Series Id: CUUR0000SA0L1E
Not Seasonally Adjusted
Series Title: All items less food and energy in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items less food and energy
Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2007	208.009	209.112	209.923	210.311	210.316	210.474	210.756	211.111	211.628	212.318	212.435	212.356	209.691	211.767
2008	213.138	213.866	214.866	215.059	215.180	215.553	216.045	216.476	216.862	217.023	216.690	216.100	214.610	216.533
2009	216.719	217.685	218.639	219.143	219.128	219.283	219.350	219.596	220.137	220.731	220.384	220.025	218.433	220.037
2010	220.086	220.602	221.059	221.166	221.193	221.265	221.258	221.551	221.907	222.079	222.077	221.795	220.895	221.778
2011	222.177	223.011	223.690	224.118	224.534	224.891	225.164	225.874	226.289	226.743	226.859	226.740	223.737	226.278
2012	227.237	227.865	228.735	229.303	229.602	229.879	229.893	230.196	230.780	231.276	231.263	231.033	228.770	230.740
2013	231.612	232.432	233.052	233.236	233.462	233.640	233.792	234.258	234.782	235.162	235.243	235.000	232.906	234.706
2014	235.367	236.075	236.913	237.509	238.029	238.157	238.138	238.296	238.841	239.413	239.248	238.775	237.008	238.785
2015	239.248	240.083	241.067	241.802	242.119	242.354	242.436	242.651	243.359	243.985	244.075	243.779	241.112	243.381
2016	244.528	245.680	246.358	246.992	247.544	247.794	247.744	248.278	248.731	249.218	249.227	249.134	246.483	248.722
2017	250.083	251.143	251.290	251.642	251.835									

Pricing for annual SaaS fees and annual base station maintenance fees will remain firm per the existing contractual terms.

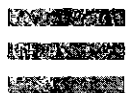
Please feel free to contact me directly regarding any questions or concerns.

Sincerely,

Griff Machinski
Account Development Manager
Sensus USA, Inc.

Sensus USA, Inc.
8601 Six Forks Road, Suite 300
Raleigh, NC 27615
www.sensus.com

Griff Machinski
Account Development Manager
Phone: 904-229-9132
Fax: 904-425-8980
griff.machinski@xyleminc.com



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QUOTATION

Your Quote Number: 28689

Reference: CONTRACT - 3417

Bill to Customer: 140427

ATTENTION MS CELESTE GOLDBERG
CLAY CNTY UTIL AUTH

3176 OLD JENNINGS RD
MIDDLEBURG FL 32068

USA

Ship to Customer:

CLAY CNTY UTIL AUTH
3176 OLD JENNINGS RD

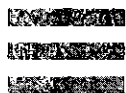
MIDDLEBURG FL 32068

Salesman: MACHINSKI GRIFF
Terms: NET 30 DAYS

Effective Date: 10/01/17
Expiration Date: 9/30/18

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: SM50535200001 EXTENDER TR IPERL 6'TRPL 2WIRE 6'CBL W/TRPL SEN AY	1	EA	17.940
2	Part#: I5S2GAXX METER 5/8 X 3/4" IPERL 0.1 GALLON, 8 WHEEL 1A SMART MODE W/25' TRPL 2 WIRE CABLE W/7.5" LL	1	EA	95.890
3	Part#: I5S2GAXR MTR 5/8-3/4 IPERL 0.1G 7.5"LL 8WHL 1A 25'TRPL CBL 2-WIRE NDK SMART MODE N-DRNK RECLM	1	EA	98.130
4	Part#: I3S2GAXX METER 3/4" IPERL 0.1 GALLON, 8 WHEEL 1A SMART MODE W/25' TRPL 2 WIRE CABLE	1	EA	112.360
5	Part#: I3S2GAXR MTR 3/4 IPERL 0.1G NDK RECLM 8WHL 1A 25'TRPL CBL 2-WIRE SMART MODE N-DRNK	1	EA	114.620

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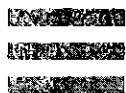
Your Quote Number: 28689

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US Dollar

Line	Description	Quantity	U/M	Unit Price
6	Part#: I4S2GAXX METER 1" IPERL 0.1 GALLON, 8 WHEEL 1A SMART MODE W/25' TRPL 2 WIRE CABLE	1	EA	140.800
7	Part#: I4S2GAXR MTR 1 IPERL 0.1G 8WHL 1A 25'TRPL CBL 2-WIRE SMART MODE RECLM N-DRNK	1	EA	143.060
8	Part#: T11XXXXG1AT0X METER 1-1/2" OMNI T2 MAIN CASE TURBO 1 GALLON, 8 WHEEL 1A, TOTAL 1 GALLON PULSE REG ID = MFG S/N	1	EA	588.940
9	Part#: T11RXXXXG1AT0X MTR 1.5 OMNI T2 MNCS/TURB 1GAL PULSE 1G 8WHL1A TOTAL RECLM NO-DRINK REG ID=SN	1	EA	611.390
10	Part#: T25XXXXG1AT0X MTR 2 OMNI T2 MNCS 10"LL ID=SN 1GAL PULSE 1G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	581.770
11	Part#: T25RXXXXG1AT0X MTR 2 OMNI T2 MNCS 10"LL 1G PULSE 1G 8WHL1A TOTAL N-DRNK RECLM MFSGSN=REGID	1	EA	596.610
12	Part#: T21XXXXG1AT0X MTR 2 OMNI T2 MNCS/TURB 1 GALLON, 8 WHEEL 1A TOTAL 1 GALLON PULSE S/N = REG ID	1	EA	696.730
13	Part#: T21RXXXXG1AT0X MTR 2 OMNI T2 MNCS/TURB N-DRNK 1GAL PULSE 1G 8WHL1A TOTAL RECLM REG ID = MFG S/N	1	EA	719.180

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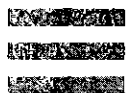
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US Dollar

Line	Description	Quantity	U/M	Unit Price
14	Part#: T31XXXXG1AT0X MTR 3 OMNI T2 MNCS/TURB ID=SN 1GAL PULSE 1G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	891.470
15	Part#: T31RXXXG1AT0X MTR 3 OMNI T2 MNCS/TURB N-DRNK 1GAL PULSE 1G 8WHL1A TOTAL RECLM MFG SN=REG ID	1	EA	913.920
16	Part#: T41XXXXG1AT0X MTR 4 OMNI T2 MNCS/TURB ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	1,642.340
17	Part#: T41RXXXG1AT0X MTR 4 OMNI T2 MNCS/TURB N-DRNK 10GAL PULSE 10G 8WHL1A TOTAL RECLM REG ID=SN	1	EA	1,676.010
18	Part#: T61XXXXG1AT0X MTR 6 OMNI T2 MNCS/TURB ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	2,582.550
19	Part#: T61RXXXG1AT0X MTR 6 OMNI T2 MNCS/TURB NDK 10GAL PULSE 10G 8WHL1A TOTAL N-DRNK RECLM REG ID=SN	1	EA	2,638.500
20	Part#: T81XXXXG1AT0X MTR 8 OMNI T2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	5,971.620
21	Part#: T81RXXXG1AT0X MTR 8 OMNI T2 ID=SN N-DRNK 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N RECLM	1	EA	6,618.620

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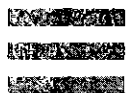
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US Dollar

Line	Description	Quantity	U/M	Unit Price
22	Part#: TA1XXXXG1AT0X MTR 10 OMNI T2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	8,608.590
23	Part#: TA1RXXXG1AT0X MTR 10 OMNI T2 ID=SN N-DRNK 10G PULS 10G 8WHL1A TOTL RECLM REG ID = MFG S/N	1	EA	8,624.490
24	Part#: C11XXXXG1AT0X METER 1.5" OMNI C2 TURBINE MAINCASE 1GAL PULSE,1 GAL 8WHL1A TOTAL REGISTER ID SAME AS MFG NUMBER	1	EA	1,097.400
25	Part#: C23XXXXG1AT0X MTR 2 OMNI C2 MNCS/COMP ID=SN 1GAL PULSE 1G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	1,229.200
26	Part#: C33XXXXG1AT0X METER 3" OMNI C2 MAIN CASE COMPOUND 1 GALLON, 8 WHEEL 1A TOTAL 1 GALLON PULSE REG ID = MFG S/N	1	EA	1,554.040
27	Part#: C43XXXXG1AT0X METER 4" OMNI C2 MAINCASE COMPOUND 10 GALLON, 8 WHEEL 1A, TOTAL 10 GALLON PULSE REGISTER ID = MFG SERIAL NO	1	EA	2,511.580
28	Part#: C63XXXXG1AT0X MTR 6 OMNI C2 MNCS/COMP ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	4,553.760

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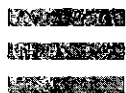
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US Dollar

Line	Description	Quantity	U/M	Unit Price
29	Part#: C81XXXXG1AT0X MTR 8 OMNI C2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	7,851.720
30	Part#: CA1XXXXG1AT0X MTR 10 OMNI C2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	10,108.980
31	Part#: F4CXXXXG1AT0X MTR 4 OMNI F2 CHB/F2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG SN 33.00"LL	1	EA	7,023.870
32	Part#: F6CXXXXG1AT0X MTR 6 OMNI F2 CHB/F2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG SN 45.00"LL	1	EA	7,447.280
33	Part#: F8CXXXXG1AT0X MTR 8 OMNI F2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	11,943.240
34	Part#: FACXXXXG1AT0X MTR 10 OMNI F2 ID=SN 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	17,083.390
35	Part#: F4SXXXXG1AT0X MTR 4 OMNI F2 CHB/F2 W/SPL 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG SN 51.88"LL	1	EA	7,162.060
36	Part#: F6SXXXXG1AT0X MTR 6 OMNI F2 CHB/F2 W/SPL 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG SN 67.63"LL	1	EA	8,638.070

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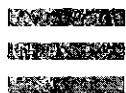
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Line	Description	Quantity	U/M	Unit Price
37	Part#: F8SXXXXG1AT0X MTR 8 OMNI F2 ID=SN W/SPL 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	13,444.150
38	Part#: FASXXXXG1AT0X MTR 10 OMNI F2 ID=SN W/SPL 10GAL PULSE 10G 8WHL1A TOTAL REG ID = MFG S/N	1	EA	18,933.190
39	Part#: H31CXXXG8AT0XA2 MTR 3 OMNI H2 W/NICOR 9" 1G 8WHL1A TOTAL NST CPLG SN=ID 2.5"-7.5 THD NATL STD FH	1	EA	1,303.640
40	Part#: 5390753739604 TOUCHREADER M3096+ 910-0008110	1	EA	303.220
41	Part#: 5396353752201MI M520M TRANSCIVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION, HOURLY READ & INTERVAL DATA	1	EA	127.420
42	Part#: 5396353752203MI M520M TRANSCIVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA	1	EA	137.620
43	Part#: 5396373752201MI M520M TRANSCIVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE-IN	1	EA	97.190

UPGRADE FROM A "500 OR 505B" SINGLE PORT
WILL BE ON A 1 FOR 1 EXCHANGE

-



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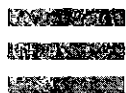
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SENSUS

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Line	Description	Quantity	U/M	Unit Price
44	Part#: 5396373752203MI M520M TRANSCIEVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE IN UPGRADE FROM A "500 OR 505B" DUAL PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	97.190
45	Part#: 5396373752201MI M520M TRANSCIEVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE-IN UPGRADE FROM A "505C" SINGLE PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	97.190
46	Part#: 5396373752203MI M520M TRANSCIEVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE IN UPGRADE FROM A "505C" DUAL PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	97.190
47	Part#: 5396373752201MI M520M TRANSCIEVER UNIT PIT SET, SINGLE PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE-IN UPGRADE FROM A "520R" SINGLE PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	81.000



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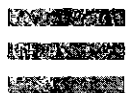
Your Quote Number: 28689



US Dollar

Line	Description	Quantity	U/M	Unit Price
48	Part#: 5396373752203MI M520M TRANSCEIVER UNIT PIT SET, DUAL PORT TOUCHCOUPLER, LEAK DETECTION HOURLY READ & INTERVAL DATA TRADE IN UPGRADE FROM A "520R" DUAL PORT WILL BE ON A 1 FOR 1 EXCHANGE -	1	EA	81.000
49	Part#: PM S50/S100 WAR WARNTY BS STATN S50/S100 1-YR EXTENDED MAINTENANCE -	1	EA	.000
50	Part#: MS RNI SAAS ANNUAL RNI SAAS FEE YEAR 4 -	1	EA	72,156.000
51	Part#: 5396383700535F SENSUS WTR ANALYTICS ENHANCED >35K ANNUAL FEE YEAR 4 -	1	EA	68,844.000
52	Part#: 5396383700535F SENSUS WTR ANALYTICS ENHANCED >35K ANNUAL FEE YEAR 5 -	1	EA	66,844.000
53	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500 YEAR 4 -	1	EA	56,000.000
54	Part#: SA WTR CP 1.5 WTR CONSUMER PORTAL <1500 ANNL ANNUAL USE FEE 0-1500 YEAR 5 -	1	EA	56,000.000

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.



450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 28689

SENSUS

US Dollar

Line	Description	Quantity	U/M	Unit Price
55	Part#: SA CP TXT MSGS CUSTOMER PORTAL TEXT MESSAGES UNLIMITED	1	EA	.000
56	Part#: SA SU WTR CP WTR CONSUMER PORTAL SET UP FEE WITH SENSUS ANALYTICS	1	EA	.000
57	Part#: PS SA CP CIS SENSUS ANALYTICS CONSUMER PORT CIS INTEGRATION FEE	1	EA	.000
58	Part#: PS SA CP TRAIN SENSUS ANALYTICS CONSUMR PORTL TRAINING	1	EA	.000

CONTRACT NUMBER 3417 - PROJECT CODE "WAKR"
** PLEASE SEE QUOTE 27624, FOR UPGRADE TO SA &
CONSUMER PORTAL. *****

-
***** CUSTOMER ID & FACTORY ID TO MATCH *****
** PROVIDE ELECTRONIC ID FILES ON TRANSMITTERS ***

-
METERS & PARTS NOT QUOTED TO BE DISCOUNTED 24%
FROM CURRENT PRICING.

-
ALL "WARRANTY" REPLACEMENTS FOR 505C & 520R UNITS
MANUFACTURED WITHIN 10 YEARS WILL REQUIRE A RMA
WILL BE ON A 1 FOR 1 EXCHANGE OF SINGLE & DUAL
UNITS, NO CHARGE UNDER WARRANTY. *****

-
FAX 904-213-2465 - PHONE 904-213-2441 (C.
GOLDBERG) cgoldberg@clayutility.org

-
FREIGHT ALLOWED ON \$5000 OR MORE PER ORDER.
FOB DESTINATION.

-
PROJECT CODE - WAKR

-
CASES - 00429374, 00458690 & 00551708

-

YEAR 1 & 2 ALREADY PAID AS RNI SAAS W/LOGIC

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

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Your Quote Number: 28689



US Dollar

Line	Description	Quantity	U/M	Unit Price
------	-------------	----------	-----	------------

—
** WTR CONSUMER PORTAL UP TO 25,000 USER TO BE
PRO-RATED THROUGH 9-30-16. YEARS 3 - 5 TO
REMAIN FLAT AT \$56,000 PER YEAR WITH INCREASE
PROPORTIONATE TO ENROLLED USER BASE LEVEL AT
TIME ON ANNUAL PRICING RENEWAL.

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
Thank you for your interest in quality products by Sensus.

Current as of: 6/15/17

Correspondence:

SENSUS

207 WINDMERE DRIVE

BOWLING GREEN, KY 42103

Purchase Orders:

SENSUS

PO BOX 487

UNIONTOWN, PA 15401

sensus.orders@sensus.com

PHONE: 800-METER-IT

800-638-3748

ROBERT WHITTAKER

Regional Sales Manager

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and
downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a
printed copy of the Terms of Sale.

- c. Consideration of a proposed contractual price increase to Contract No. 1998/1999-A7 with Sensus Technologies, Inc. for metering products

Mrs. Goldberg presented for consideration a proposed contractual price increase from Sensus Technologies, Inc. for Contract No. 98/99-A7. The existing contract allows for an increase based on the CPI, rounded to the third decimal point as specified in the contract definitions. After discussion, Mr. Welch moved, seconded by Mr. Wilkinson, and carried 4-0, to approve the requested price increase of 1.753% and accept the price list for their products valid October 1, 2017 through September 30, 2018, as presented by Mrs. Goldberg.

I hereby certify that the foregoing is a true and correct copy of the minutes of the August 1, 2017 meeting of the Clay County Utility Authority Board of Supervisors maintained in the official records of the Clay County Utility Authority.

September 19, 2017

By:


Janice Loudermilk, Recording Secretary

City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/17/2017

Department	INFORMATION & TECHNOLOGY	Amount	
Item Key		Account #	051020,041000,034000,034000-23001,046000,052000, 064000
Subject	RESOLUTION 2017-XX INFORMATION & TECHNOLOGY APPROVING BUDGETED PURCHASES FOR TECHNOLOGY EQUIPMENT, SUPPLIES, MAINTENANCE AND COMMUNICATIONS SERVICE FOR FISCAL YEAR 2018		
Background : <u>UPDATE FROM THE OCTOBER 10, 2017 WORKSHOP</u> This item was heard by City Council at their October 10, 2017 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE OCTOBER 10, 2017 WORKSHOP</u>			
The City of Palm Coast Information & Technology Department (IT) is responsible for supplying and maintaining all technology and communications for all City departments and staff. To provide these services, IT must have schedules relating to communication services, equipment replacements and maintenance in place and equipment on hand. Staff recommends using the following contractors and piggybacking these existing State and National contracts:			
Vendor - CDW - contracts with National IPA #130733, NJPA#100614 for miscellaneous equipment purchases and software and maintenance along with specialized laptops for the Fire Department. IT is requesting permission to spend \$60,000.00 which is necessary for the 2018 Fiscal Year; funds are budgeted.			
Vendor - Dell Computer Corporation - State Contract #43211500-WSCA-15-ACS for Dell servers, laptops and desktop computer replacements. Dell provides almost all of the City's servers, laptops and desktop computers. IT is requesting to spend \$175,000 for Fiscal Year 2018 to replace aging equipment; funds are budgeted.			
Vendor - Empire Computing & Consulting - contracts with WSCA-NASPO, Contract #AR233 for equipment, licenses and maintenance for the City's communication network in addition to FiberNET, the City's fiber broadband network. IT is requesting permission to spend \$50,000, which is necessary for Fiscal Year 2018; funds are budgeted.			
Vendor – Insight Public Sector - contract with U.S. Communities Contract No. 4400006644 for miscellaneous equipment and software. IT is requesting permission to spend \$60,000 which is necessary for the 2018 Fiscal Year; funds are budgeted.			
Vendor - Verizon Corporation - State Contract #DMS-1011-008C Verizon provides almost all of the City's mobile communications services; modems and MiFi's for Fire, Code Enforcement, Building inspectors, and Utility. IT is requesting to spend \$50,000 for Fiscal Year 2018; funds are budgeted.			

Recommended Action :

APPROVE RESOLUTION 2017-XX INFORMATION & TECHNOLOGY PURCHASE OF
SUPPLIES FOR FISCAL YEAR 2017-2018

RESOLUTION 2017-____
INFORMATION TECHNOLOGY EQUIPMENT
AND COMMUNICATIONS SERVICES FOR FISCAL YEAR 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING EXISTING STATE AND NATIONAL CONTRACTS FOR THE PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT, COMMUNICATIONS SERVICES, SUPPLIES, LICENSES, HARDWARE, SOFTWARE, MAINTENANCE AND CONSULTANT SERVICES FOR FISCAL YEAR 2018; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast's Fiscal Year 2018 Budget includes Information Technology equipment, communications services, supplies, licenses, hardware, software, maintenance and consultant services to keep the City and staff efficiently functioning; and

WHEREAS, the City of Palm Coast desires to purchase these supplies and services by piggybacking existing State and National contracts with CDW Government, Empire Computing & Consulting, Dell Computer Corporation, Verizon Corporation, and Insight Public Sector; and

WHEREAS, the above referenced vendors desire to provide the above referenced supplies and services to the City of Palm Coast.

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

SECTION 1. APPROVAL OF PURCHASES. The City Council of the City of Palm Coast hereby approves the piggybacking of existing State and National contracts with CDW Government, Empire Computing & Consulting, Dell Computer Corporation, Verizon Corporation, and Insight Public Sector, for Information Technology equipment, communications services, supplies, licenses, hardware, software, maintenance and consulting services for Fiscal Year 2018, as attached hereto and incorporated herein by reference as Exhibit "A."

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

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are

severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

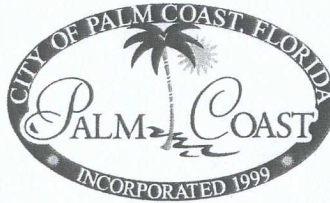
MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachments: Exhibit A - Piggybacking existing State and National Contracts for Information Technology equipment, communications services, supplies, licenses, hardware, software, maintenance and consultant services



Purchasing & Contract Management Division

February 16, 2016

Mr. Zach Roden, Account Manager
CDW-G
120 S. Riverside
Chicago, Illinois 60606

Dear Mr. Roden:

RE: Engagement letter authorizing piggyback National IPA Contract #130733 (expiring 8/15/17) and the NJPA Contract #100614 for computer related hardware and software (expiring 11/30/18)

Dear Mr. Roden:

The City of Palm Coast requests permission to utilize the services of CDW-G in accordance with the pricing, terms and conditions of the above Contracts. If agreed, please indicate approval by signing below and returning this letter to my attention at the address listed on the enclosed business card. Upon receipt, I will obtain final signatures on behalf of the City and return a copy to you for your records.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

Sincerely,

Dianne E. Torino, RMPE
Manager, Risk & Contracts

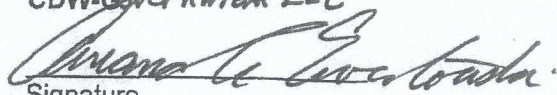
CITY OF PALM COAST


Signature

Jim Landon
Print Name

6/10/16
Date

CDW-Government LLC

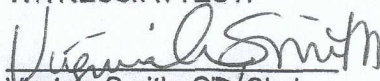

Signature

Amanda Ewertowski

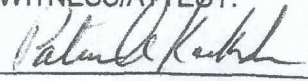
Print Name

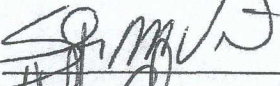
6/8/2016
Date


WITNESS/ATTEST:



Virginia Smith, City Clerk

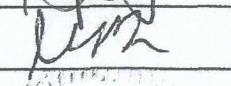
WITNESS/ATTEST:


Patricia Karakash, Program Manager

 2/17/16 Department Head

 6/10/16 Finance Director

 6/9/16 Purchasing & Contracts

 2/16/16 City Attorney





Purchasing & Contract Management Division

February 19, 2016

Contract Ms. Katherine Dunay
WSCA Program Manager
Dell Marketing L.P.
One Dell Way, Mailstop RR1-33
Round Rock, Texas 78682

RE: Engagement letter authorizing piggyback of Minnesota WSCA-NASPO Master Agreement #MNWNC-108; Alternate Contract Source No. 43211500-WSCA-15-ACS for computer hardware purchases

Dear Ms. Dunay:

The City of Palm Coast requests permission to utilize the services of Dell Marketing L.P. in accordance with the pricing, terms and conditions of the above Contract. If agreed, please indicate approval by signing below and returning this letter to my attention at the address listed on the enclosed business card. Upon receipt, I will obtain final signatures on behalf of the City and return a copy to you for your records.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

Sincerely,

Dianne E. Torino, RMPE
Manager, Risk & Contracts

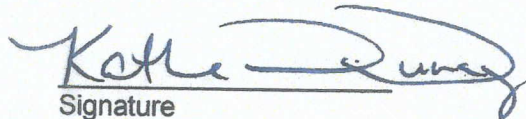
CITY OF PALM COAST


Signature

Jim Landon
Print Name

2/24/16
Date

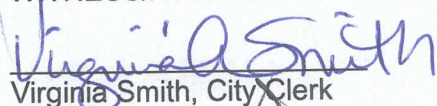
DELL MARKETING L.P.


Signature

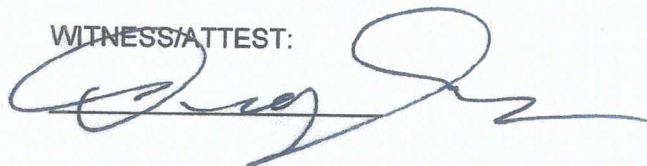
Katherine Dunay
Print Name

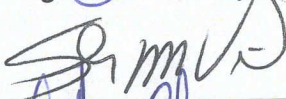


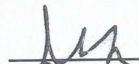
2/19/2016
Date

WITNESS/ATTEST:


Virginia Smith, City Clerk

WITNESS/ATTEST:



 2/17/16 Department Head
 2/24/16 Finance Director
 2/24/16 Purchasing & Contracts
 2/16/16 City Attorney





Purchasing & Contract Management Division

April 21, 2015

Mr. David Campos, Jr.
President/CEO
Empire Computing & Consulting, Inc.
120 N. Frederick Avenue
Daytona Beach, Florida 32114

Dear Mr. Campos:

- RE: (1) **Engagement letter authorizing piggyback of City of Ormond Beach Contract (RFP-2014-18) for Information Technology Services and Support (Expiring on 6/17/17)**
- (2) **Piggyback of WSCA-NASPO Cooperative Purchasing Organization (Contract #AR233) for Data Communication Equipment and Services (Expiring on 5/31/19)**

Dear Mr. Campos:

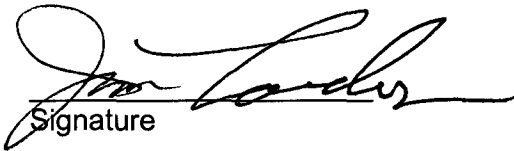
The City of Palm Coast requests permission to utilize the services of Empire Computing & Consulting, Inc., in accordance with the pricing, terms and conditions of the above referenced Contract/Agreement. If agreed, please indicate approval by signing below and returning this letter to my attention at the address listed on the enclosed business card. Upon receipt, I will obtain final signatures on behalf of the City and return a copy to you for your records. Please note that per the above Ormond Beach Contract, The City of Palm Coast will require a Certificate of Liability, **listing the City as additional insured**, in the amounts as listed in Section 18 of the above Agreement.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Cypress Point Parkway, Suite B-106, Palm Coast, Florida 32164. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

Sincerely,

Dianne E. Torino, RMPE
Manager, Risk & Contracts

CITY OF PALM COAST


Signature

Jim Landon

Print Name

5/18/15
Date

EMPIRE COMPUTING
& CONSULTING, INC.


Signature

DAVID CAMPS JR
Print Name

5-6-15
Date


WITNESS/ATTEST:



Virginia A. Smith, City Clerk


WITNESS/ATTEST:



 4/22/15 Department Head

 4/22/15 Finance Director

 5/15/15 Purchasing & Contracts

 4/21/15 City Attorney





Administrative Services & Economic Development
Central Services Division

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

October 3, 2017

Erica Falchetti
Contract Administrator
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

RE: Engagement Letter Authorizing Piggyback
Technology, Products, Services, Solutions & related
products & services
4400006644
Contract Reference

Dear Erica Falchetti,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

**Engagement Letter Authorizing Piggyback
Technology, Products, Services, Solutions & related products &**

services _____
Contract Name
4400006644 _____
Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Insight Public Sector, Inc.

DocuSigned by:
Erica Falchetti
277ABF8B6B834DA...

Signature

Erica Falchetti

Print Name

Oct 4, 2017 | 8:54 AM PDT

Date



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

February 7, 2017

Mr. Todd Loccisano
Executive Director, Enterprise & Government Contracts
Verizon Wireless
7406 Fullerton Street, Suite 101
Jacksonville, FL 32256

RE: Engagement Letter authorizing piggyback State of Florida Contract DMS-10/11-008C for mobile communications services.

Dear Mr. Loccisano:

The City of Palm Coast, Florida requests permission to utilize the services of Verizon Wireless in accordance with the pricing, terms and conditions of the above State Contract which expires on January 19, 2022. If agreed, please indicate approval by signing below and returning this letter to my attention at the address listed on the enclosed business card. Upon receipt, I will obtain final signatures on behalf of the City and return a copy to you for your records

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me.

Sincerely,

Dianne Torino

Dianne E. Torino, RMPE
Manager, Risk & Contracts




please recycle

palmcoastgov.com

CITY OF PALM COAST

VERIZON WIRELESS


Signature


Signature

Jim Landon

Todd Loccisano

Print Name

Executive Director - Enterprise & Government Contracts

Print Name

5/30/17
Date

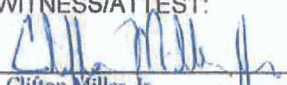
May 16, 2017

Date

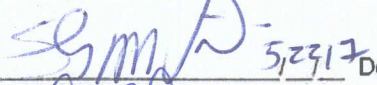
WITNESS/ATTEST:

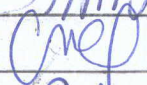

Virginia Smith, City Clerk

WITNESS/ATTEST:


Clifton Miller, Jr.

Director - Contract Management, State & Local Government


5/23/17 Department Head


5/27/17 Finance Director


5/22/17 Central Services


5/22/17 City Attorney



City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/17/2017

Department	Human Resources	Amount
Item Key		Account
		#
Subject	RESOLUTION APPROVING WAGE ARTICLE WITH THE PALM COAST LABORERS' UNION	
Background : <u>UPDATE FROM THE OCTOBER 10, 2017 WORKSHOP</u> This item was heard by City Council at their October 10, 2017 Workshop. There were no changes requested to this item. <u>ORIGINAL BACKGROUND FROM THE OCTOBER 10, 2017 WORKSHOP</u> In February of 2013, certain employees in the Public Works and Utility Departments held an election to certify the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO ("Union") as the exclusive bargaining unit for certain "Blue Collar" positions within the City. There are currently 175 employees represented by this bargaining group. At the City Council Meeting on August 16, 2016, the City Council adopted the initial Collective Bargaining Agreement covering fiscal years 2015 – 2018. However, the "Wages" article requires that wages for fiscal year 2017 and beyond be renegotiated. The City provided the Union with a proposal to provide the same merit and across-the-board wage increases and the introduction of certification/degree pay as all other employees receive. The new article was presented to the Union membership and was ratified by a vote of 18 to 0. We also made a minor clerical change to Article 3 that you will note on the attachment.		
Recommended Action : Adopt Resolution 2017-XX approving a Wage Article with the Palm Coast Laborers' Union.		

RESOLUTION 2017 - ____
SUCCESSOR WAGE ARTICLE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING A WAGE ARTICLE WITH THE PALM COAST LABORERS' INTERNATIONAL UNION OF NORTH AMERICA; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in August 2016 the City of Palm Coast and Local 630 entered into an initial Collective Bargaining Agreement; and

WHEREAS, the initial Collective Bargaining Agreement between the City of Palm Coast and Local 630 was for Fiscal Years 2016 through 2018; and

WHEREAS, City Administration and Local 630 have agreed upon a wage article for Fiscal Year 2018.

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

SECTION 1. APPROVAL OF AGREEMENT. That the City Council hereby approves the terms and conditions of the Wage Article with Local 630, as attached hereto and incorporated by reference as Exhibit "A."

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

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

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

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

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

DULY PASSED and ADOPTED at the meeting of the City Council of the City of Palm Coast on the 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachments: LiUNA Local 630 Fiscal Year 2018 Wage Article

1 **ARTICLE 3**

2 **UNION BUSINESS**

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

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

14 A. Each bargaining unit employee may donate up to six (6) hours of their
15 annual leave into the Union Time Pool on January 1 of each year. Any surplus in this leave
16 bank at the end of any fiscal year shall carry over to the next year, up to a maximum of
17 1,200 hours (no leave may be donated above the 1,200 hour annual cap). Unused annual
18 leave donated to the Union Time Pool shall not be returned to the donor.

19 B. When time is required for the above mentioned purposes, the Union
20 Business Manager or his designee shall submit to the Human Resource Director or her
21 designee the required form specifying the number of hours needed no later than two (2)
22 calendar days prior to the requested date. This advance notice period may be waived by

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

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

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

13 E. The Union agrees to indemnify and hold harmless the City, its agents,
14 employees and officials from and against any claims, demands, damages or causes of action
15 of any nature whatsoever, asserted by any person, firm or entity, based on or relating to
16 any annual leave deduction undertaken under this Article, and agrees to defend at its sole
17 expense any such claims against the City or its agents, employees or officials. The term
18 officials as used herein include elected or appointed officials.
19

ARTICLE 17

WAGES

1. For Fiscal Year 2015-16, bargaining unit employees will receive the same merit and across-the-board wage increases as the City-wide wage increases provided to all other City employees.

2. For Fiscal Year 2016-17, this Article will automatically reopen, and any wage increases will be established through reopener negotiations.

3. ~~For Fiscal Year 2017-18, this Article will automatically reopen, and any wage increases will be established through reopener negotiations.~~

3. For Fiscal Year 2017-18, bargaining unit employees will receive the same merit and across-the-board wage increases as the City-wide wage increases provided to all other City employees. Upon ratification of this Agreement by both parties, bargaining unit employees shall be eligible for participation in the City's certification/education pay program and any amendments thereto. Certification/training opportunities are subject to the availability of funds. Any employee who believes they have been improperly denied certification pay and/or training may appeal the decision to the Human Resource Director, who will make the final decision.

4. Wage increases, if any, for any Fiscal Year after Fiscal Year 2017-18 shall be established through negotiations for a successor Agreement.

5. Effective August 1, 2016, bargaining unit employees in eligible positions will automatically be promoted upon demonstrating that they meet the qualifications as per the job description for the next higher-level position. The eligible positions are as follows:

Public Works: Maintenance Worker, Equipment Operator I up to Equipment Operator II.
Mechanic up to Mechanic II.
Sign/Traffic Tech I up to Sign/Traffic Tech II.

Utility: Treatment Plant Operator I, Treatment Plant Operator II up to
Treatment Plant Operator III.
Mechanical Technician I up to Mechanical Technician II.
Meter Technician I to a Meter Technician II.
Utility Systems Tech I up to Utility Systems Tech II.

Bargaining unit employees shall not be automatically promoted to foreman, lead or other supervisory positions. The City of Palm Coast's Personnel Policy and Procedure regarding promotions will govern this process, including new evaluation dates and compensation upon promotion.

6. Bargaining unit employees shall be provided on-call pay and shift differentials in accordance with the City's Personnel Policies and Procedures and any amendments thereto.

City of Palm Coast, Florida

Agenda Item

Agenda Date : 10/17/2017

Department	Public Works	Amount	\$846,727.49
Item Key		Account #	65010071-064000
Subject	Resolution 2017-XX approving piggybacking contracts and purchase of fleet vehicles and equipment as approved in the Fiscal Year 2018 budget		
Background : <u>UPDATE FROM THE OCTOBER 10, 2017 WORKSHOP</u> This item was heard by City Council at their October 10, 2017 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND TO THE OCTOBER 10, 2017 WORKSHOP</u> During the process of developing the Fiscal Year (FY) 2018 budget, all fleet that has met or exceeded its original estimated useful life was inspected. The fleet needing replacement is included in the fleet schedule along with any new fleet vehicles and equipment. The fleet schedule has been approved by City Council as part of the FY 2018 budget.			
City staff is seeking City Council approval of fleet replacement purchases in accordance with the schedule.			
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.			
The following white fleet/heavy equipment is included in the above referenced piggybacks:			
White Fleet/Heavy Equipment			
City staff is recommending that City Council approve piggybacking the following contracts:			
	Florida State Motor Vehicles Contract# 25100000-16-1 with Duval Ford, LLC	Price each	Total
1	Ford Escape FWD 4dr S E (U06) Total	22,692.00	22,692.00
1	Ford F-150 2WD Reg Cab 122 .5 ' X L (F1C)	22,025.50	22,025.50
1	Ford F-150 2WD Reg Cab 122.5" X L (F1C)	23,249.25	23,249.25
1	Ford F-150 2WD Reg Cab 122.5" X L (F1C)	22,420.50	22,420.50
1	Ford F-150 2WD SuperCrew 157" X L (W1C)	25,187.50	25,187.50
1	Ford F-150 2WD SuperCab 145" X L (X1C)	25,225.75	25,225.75
2	Ford F-150 4WD SuperCab 145" XL (X1E)	26,203.50	52,407.00
1	Ford F-150 2WD Reg Cab 122.5" XL (F1C)	21,325.50	21,325.50

1	Ford F250, 3/4 ton pickup truck 4x4 (F2B)- streets	34,439.00	34,439.00
Florida State Motor Vehicles Contract# 11-25101600-C with Duval Ford, LLC			
1	F-750 4x2 Reg Cab	98,820.25	98,820.25
NJPA Contract#120716-NAF With vendor Alan Jay Fleet sales for:			
2	Nissan Frontier 2WD King CAB	22,830.25	45,660.50
1	Chevy Silverado 1500 2WD Crew Cab 153" WB	25,765.25	25,765.25
1	Chevy Silverado 1500 4WD Double Cab 143.5" WB	39,256.25	39,256.25
1	Chevrolet 4500 Gas 2WD Crew Cab -Low Cab Forward- Chassis	47,110.17	47,110.17
1	Nissan Frontier King Cab 4 WD	23,684.00	23,684.00
State of Montana/Washington Police Radar, Lidar, Parts & Equipment contract T.T.# NASPO # 01611 pricing with Kustom Signals, Inc.			
2	Radar/Message Boards as per Kustom Signals, Inc Quote#1008985862330SE	20,116.00	40,232.00
NJPA contract with Ringpower Corporation Bid/Reference#042815-TER			
2	RL4 Genie Light Towers	4,705.28	9,410.56
Florida Department of Transportation contract pricing with Signalisation Ver-Mac, Inc. Bid/Reference#ITB-DOT-16/17-9046-SJ			
2	Solar powered, trailer mounted message boards	12,308.00	24,616.00
State of Florida contract with Wesco Turf bid/reference#21100000-15-1 for purchase of Toro Mowers and accessories			
1	Toro Groundsmaster 4000-D (11ft mower)	66,029.92	66,029.92
1	Toro Workman HD (utility cart)	18,786.51	18,786.51
2	2 Toro Groundmaster Z turn lawnmowers 7210/72" T4F	37,214.00	74,428.00
GA State Contract pricing, Contract # 99999-001-SPD0000102-005			
1	Turfco Torrent 2 blower	7,066.08	7,066.08
City staff advertised and solicited bids for ITB-PW-FLT-17-59 in accordance with the City's Purchasing Policy. City staff received two bids, one bid from Flagler Power Equipment, the other from Beard Equipment Company. It is the City's intent to award bid to Flagler Power Equipment. The project bid overview and notice of intent to award are attached to this agenda item.			

11	Lastec 72" Cut Articulating Mower Decks	6,990.00	76,890.00
SOURCE OF FUNDS WORKSHEET FY -2018			
	Fleet Management Fund 65010071-064000	1,957,900.00	
	Total Expenses/Encumbered to date	955,745.97	
	Pending Work Orders/Contracts	-	
	Current Word Orders/Contract	846,727.49	
	Balance	\$155,426.54	
Recommended Action : Adopt Resolution 2017- XXX approving piggybacking contracts and purchase of fleet vehicles and equipment as approved in the Fiscal Year 2017-2018 budget.			

RESOLUTION 2017-____
FLEET PURCHASES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING PIGGYBACKING CONTRACTS FOR FLEET PURCHASES AS APPROVED IN THE FISCAL YEAR 2018 BUDGET; APPROVING A PURCHASE ORDER WITH FLAGLER POWER EQUIPMENT FOR 11 72" CUT ARTICULATING MOWER DECKS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to purchase fleet vehicles and equipment from vendors through competitively bid contracts; and

WHEREAS, the vendors desire to provide fleet vehicles and equipment to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to purchase the above referenced fleet vehicles and equipment.

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

SECTION 1. APPROVING PIGGYBACK CONTRACTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the piggyback contracts for fleet vehicles and equipment, as approved in the Fiscal Year 2018 Budget, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. APPROVING A PURCHASE ORDER. The City Council of the City of Palm Coast hereby approves the standard terms and conditions of a purchase order with Flagler Power Equipment for (11) 72" cut articulating mower decks.

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 17th day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Piggyback Contracts for Fleet Vehicles and Equipment

Approved as to form and legality

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



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-PW-FLT-17-59 – 72” Cut Articulating Mower Deck

Date: August 25, 2017

Appeal Deadline: Appeals must be Filed by 5:00 PM on August 30, 2017

Firm	Brass Fittings & Tapping Saddles Bid
Flagler Power Equipment Bunnell, FL	\$6,990.00
Beard Equipment Company Mobile, AL	\$6,995.00

The intent of the City of Palm Coast is to award ITB-PW-FLT-17-59 to Flagler Power Equipment.

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

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

Any decision of the Administrative Services and Economic Development Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Administrative Services and Economic Development Director's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.



please recycle

palmcoastgov.com



ITB-PW-FLT-17-59 - 72" Cut Articulating Mower Deck

Project Overview

Project Details	
Reference ID	ITB-PW-FLT-17-59
Project Name	72" Cut Articulating Mower Deck
Project Owner	Kelly Downey
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of solicit bid proposals to purchase eleven 72" Cut Articulating Mower Decks for the Public Works Department on an open and competitive basis.
Open Date	Jul 26, 2017 8:00 AM EDT
Close Date	Aug 17, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
Flagler Power Equipment	Lowest price	100 pts

Seal status



Requested Information	Unsealed on	Unsealed by
Required Forms (A, B, C, D, 1-10)	Aug 17, 2017 2:01 PM EDT	Kelly Downey

Conflict of Interest

Declaration of Conflict of Interest

You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee.

Code of Conduct

All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members.

Conflict of Interest

No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family:

- has direct or indirect financial interest in the award of the contract to any proponent;
- is currently employed by, or is a consultant to or under contract to a proponent;
- is negotiating or has an arrangement concerning future employment or contracting with any proponent; or,
- has an ownership interest in, or is an officer or director of, any proponent.

Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict.

I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.



Name	Date Signed	Has a Conflict of Interest?
Roger Lachance	Aug 22, 2017 11:20 AM EDT	No
Kelly Downey	Aug 17, 2017 2:02 PM EDT	No
fred vitagliano	Aug 17, 2017 3:21 PM EDT	No



Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	All required forms were submitted
Pricing	100 pts	Pricing Evaluation
Specifications	Pass/Fail	Does the product meet the required specifications
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Required Forms	Pricing	Specifications
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	Pass/Fail
Flagler Power Equipment	100 pts	Pass	100 pts (\$6,990.00)	-
Beard Equipment Company	99.93 pts	Pass	99.93 pts (\$6,995.00)	-



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

July 6, 2017

Jesse Cooper
Fleet Manager
Alan Jay Fleet Sales
2003 U.S. 27 South
Sebring, FL 33870

**RE: Engagement Letter Authorizing Piggyback
Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks**

Contract Name
NJPA Contract # 120716-NAF

Contract Reference

Dear Jesse Cooper,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

Engagement Letter Authorizing Piggyback

Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks

Contract Name

NJPA Contract # 120716-NAF

Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Alan Jay Fleet Sales

DocuSigned by



FACBB5730C1E467...

Signature

Jesse Cooper

Print Name

Jul 7, 2017 | 6:25 AM EDT

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Alan Jay Fleet Sales

Project Name: Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks

Bid/Reference # NJPA Contract # 120716-NAF

Contract Type: Piggyback

Contract Value \$ 87851.75

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 4

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Roger Lachance

Brief Description/Purpose:

To utilize the contract pricing off of the NJPA Cooperative agreement with Alan Jay Fleet Sales.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



Administrative Services & Economic Development
Central Services Division

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

October 3, 2017

Chris Wilson
Fleet Sales Manager
Alan Jay Fleet Sales
2003 U.S. 27 South
Sebring, FL 33870

contracts for
(1) 2015 Nissam Frontier 2wd king cab
replaces #983 \$22,830.25
(1) 4500 Gas 2wd crew cab with
landscape body \$47,110.17
(1) Frontier King Cab 4x4 \$23,684.00

RE: Engagement Letter Authorizing Piggyback

Fleet Sales

Contract Name

2017-120716-NAF

Contract Reference

Dear Chris Wilson,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao

Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

Engagement Letter Authorizing Piggyback
Fleet Sales

Contract Name
2017-120716-NAF
Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Alan Jay Fleet Sales

DocuSigned by
Chris Wilson
1E6391CA18A548E...

Signature

Chris Wilson

Print Name

Oct 3, 2017 | 8:54 AM PDT

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Alan Jay Fleet Sales

Project Name: Fleet Sales

Bid/Reference # 2017-120716-NAF

Contract Type: Piggyback

Contract Value \$ 100514.25

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 4

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Roger Lachance

Brief Description/Purpose:

To utilize the pricing on the NJPA contract wth Alan Jay Fleet sales to purchase various vehicles.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



Administrative Services & Economic Development
Central Services Division

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

July 6, 2017

Laura Torbett
Government Sales
Duval Ford LLC
1616 Cassat Avenue
Jacksonville, FL 32210

**RE: Engagement Letter Authorizing Piggyback
Motor Vehicles**

Contract Name
25100000-16-1

Contract Reference

Dear Laura Torbett,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao

Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

**Engagement Letter Authorizing Piggyback
Motor Vehicles**

	Contract Name
25100000-16-1	
	Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Duval Ford LLC

DocuSigned by:
Laura Torbett
57B0267C16954B8...

Signature

Laura Torbett

Print Name

Jul 6, 2017 | 4:55 PM EDT

Date

In Progress



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Duval Ford LLC

Project Name: Motor Vehicles

Bid/Reference # 25100000-16-1

Contract Type: Piggyback

Contract Value \$ 165988.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 1

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Roger Lachance

Brief Description/Purpose:

To utilize the Florida state contracted pricing for Ford vehicles. See attached quotes for 2017 Ford Escape U0G, F150 2WD F1C, F150 2WD F1C, F150 2WD F1C, F150 2WD W1C, and F150 2WD X1C.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



Administrative Services & Economic Development
Central Services Division

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

October 6, 2017

Laura Tortbett
Governmental
Duval Ford
1616 Casset Avenue
Jacksonville, FL 32210

**RE: Engagement Letter Authorizing Piggyback
Motor Vehicles**

Contract Name
25100000-16-1

Contract Reference

Dear Laura Tortbett,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

Engagement Letter Authorizing Piggyback
Motor Vehicles

Contract Name
25100000-16-1
Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Duval Ford

DocuSigned by
Laura Torbett
57B0267C16954B8...

Signature

Laura Torbett

Print Name

Oct 9, 2017 | 8:13 AM EDT

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Duval Ford

Project Name: Motor Vehicles

Bid/Reference # 25100000-16-1

Contract Type: Piggyback

Contract Value \$ 74169.50

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: Exp. Nov. 16, 2017

Renewable (Y/N): N

If Yes, # and length of renewals: One time Purchase

City's Project Manager Roger Lachance

Brief Description/Purpose:

To utilize the pricing on the State of Florida contract to purchase vehicles from Duval Ford

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



Administrative Services & Economic Development
Central Services Division

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

July 12, 2017

Bob Oreilly
Government Sales
Duval Ford LLC
1616 Cassat Avenue
Jacksonville, FL 32210

**RE: Engagement Letter Authorizing Piggyback
Medium and Heavy Duty Trucks**

Contract Name
ITB # 11-25101600-C

Contract Reference

Dear Bob Oreilly,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

**Engagement Letter Authorizing Piggyback
Medium and Heavy Duty Trucks**

Contract Name
ITB # 11-25101600-C

Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Duval Ford LLC

DocuSigned by:
Bob O'Reilly
ED6C621D5D97416...

Signature

Bob O'Reilly

Print Name

Jul 12, 2017 | 3:52 PM EDT

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Duval Ford LLC

Project Name: Medium and Heavy Duty Trucks

Bid/Reference # ITB # 11-25101600-C

Contract Type: Piggyback

Contract Value \$ 98820.25

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 5

Renewable (Y/N): N

If Yes, # and length of renewals: N/A

City's Project Manager Roger Lachance

Brief Description/Purpose:

To utilize the State of Florida's contract pricing with Duval Ford for the F-750. Please see attached quote.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



Administrative Services & Economic Development
Central Services Division

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

July 6, 2017

Tony Campos
Account Representative
Kustom Signals, Inc.
9652 Loiret Blvd.
Lenexa, KS 66219

**RE: Engagement Letter Authorizing Piggyback
Police Radar, Lidar, Parts & Equipment**

Contract Name
T.T. # NASPO # 01611

Contract Reference

Dear Tony Campos,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

**Engagement Letter Authorizing Piggyback
Police Radar, Lidar, Parts & Equipment**

	Contract Name
T.T. # NASPO # 01611	
	Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Kustom Signals, Inc.

DocuSigned by
Tony Campos
DEB62815467942F...

Signature

Tony Campos

Print Name

Jul 18, 2017 | 1:32 PM EDT

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Kustom Signals, Inc.

Project Name: Police Radar, Lidar, Parts & Equipment

Bid/Reference # T.T. # NASPO # 01611

Contract Type: Piggyback

Contract Value \$ 40232.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 2

Renewable (Y/N): Y

If Yes, # and length of renewals: 1

City's Project Manager Roger Lachance

Brief Description/Purpose:

Quote # 1008985862330SE To utilize the State of Montana/Washington contracted pricing
with Kustom Signals, Inc.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____



Administrative Services & Economic Development
Central Services Division

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

5/22/2017

Kimberly Jack
Inside Sales Coordinator
Signalisation Ver-Mac Inc.
1781 Bresse
Quebec, Quebec G2G 2V2

**RE: Engagement Letter Authorizing Piggyback
Arrow and Message Boards**

Contract Name
ITB-DOT-16/17-9046-SJ

Contract Reference

Dear Kimberly Jack,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao


9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

**Engagement Letter Authorizing Piggyback
Arrow and Message Boards**

Contract Name
ITB-DOT-16/17-9046-SJ
Contract Reference

CITY OF PALM COAST

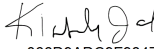
DocuSigned by:

28EDD2ABE6A8496...

Signature
Jim Landon

Print Name
May 23, 2017 | 2:47 PM EDT

Date

Signalisation Ver-Mac Inc.

DocuSigned by:

066D9ADC9F98478...

Signature
Kimberly Jack

Print Name
May 23, 2017 | 10:26 AM EDT

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Signalisation Ver-Mac Inc.

Project Name: Arrow and Message Boards

Bid/Reference # ITB-DOT-16/17-9046-SJ

Contract Type: Piggyback

Contract Value \$ 24616.00

Resolution # N/A

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 3 years

Renewable (Y/N): Y

If Yes, # and length of renewals: 3 years

City's Project Manager _____

Brief Description/Purpose:

Purchasing Arrow and Message Boards utilizing the Florida Department of Transportations contracted pricing.

Approvals:

Responsible Dept. Director _____

Date: May 23, 2017 | 11:21 AM

City Finance _____

Date: May 23, 2017 | 2:37 PM

City Attorney _____

Date: May 23, 2017 | 12:27 PM

ASED Director _____

Date: May 23, 2017 | 10:40 AM

City Manager _____

Date: May 23, 2017 | 2:47 PM



Administrative Services & Economic Development
Central Services Division

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

July 13, 2017

John Duncan
Assistant Governmental Sales Manager
Ringpower Corporation
500 World Commerce Parkway
Saint Augustine, FL 32092

**RE: Engagement Letter Authorizing Piggyback
Construction & Agricultural Equipment**

Contract Name
042815-TER

Contract Reference

Dear John Duncan _____,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com



Administrative Services & Economic Development
Central Services Division

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

October 3, 2017

Linda Jacobs
Director of RLC & SF & G
Wesco Turf, Inc.
2101 Cantu Court
Sarasota, FL 34232

RE: Engagement Letter Authorizing Piggyback
Agriculture & Lawn Equipment

Contract Name
21100000-15-1

Contract Reference

Dear Linda Jacobs,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:

Rose Conceicao

9C4ED497E51242A...

Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

**Engagement Letter Authorizing Piggyback
Agriculture & Lawn Equipment**

	Contract Name
21100000-15-1	
	Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Wesco Turf, Inc.

DocuSigned by:
Linda Jacobs
621747C42BCD41B...

Signature

Linda Jacobs

Print Name

Oct 3, 2017 | 10:24 PM EDT

Date



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Wesco Turf, Inc.

Project Name: Agriculture & Lawn Equipment

Bid/Reference # 21100000-15-1

Contract Type: Piggyback

Contract Value \$ 84816.43

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 3

Renewable (Y/N): N

If Yes, # and length of renewals: _____

City's Project Manager Roger Lachance

Brief Description/Purpose:

To utilize the State of Floridas pricing with Wesco Turf for the purchase of Toro Mowers and accessories. See attached quote. \$66,029.92 for the Toro Groundsmast 4000-D & \$18,786.51 for the Toro Workman HD.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____

Palm Coast United Methodist Church

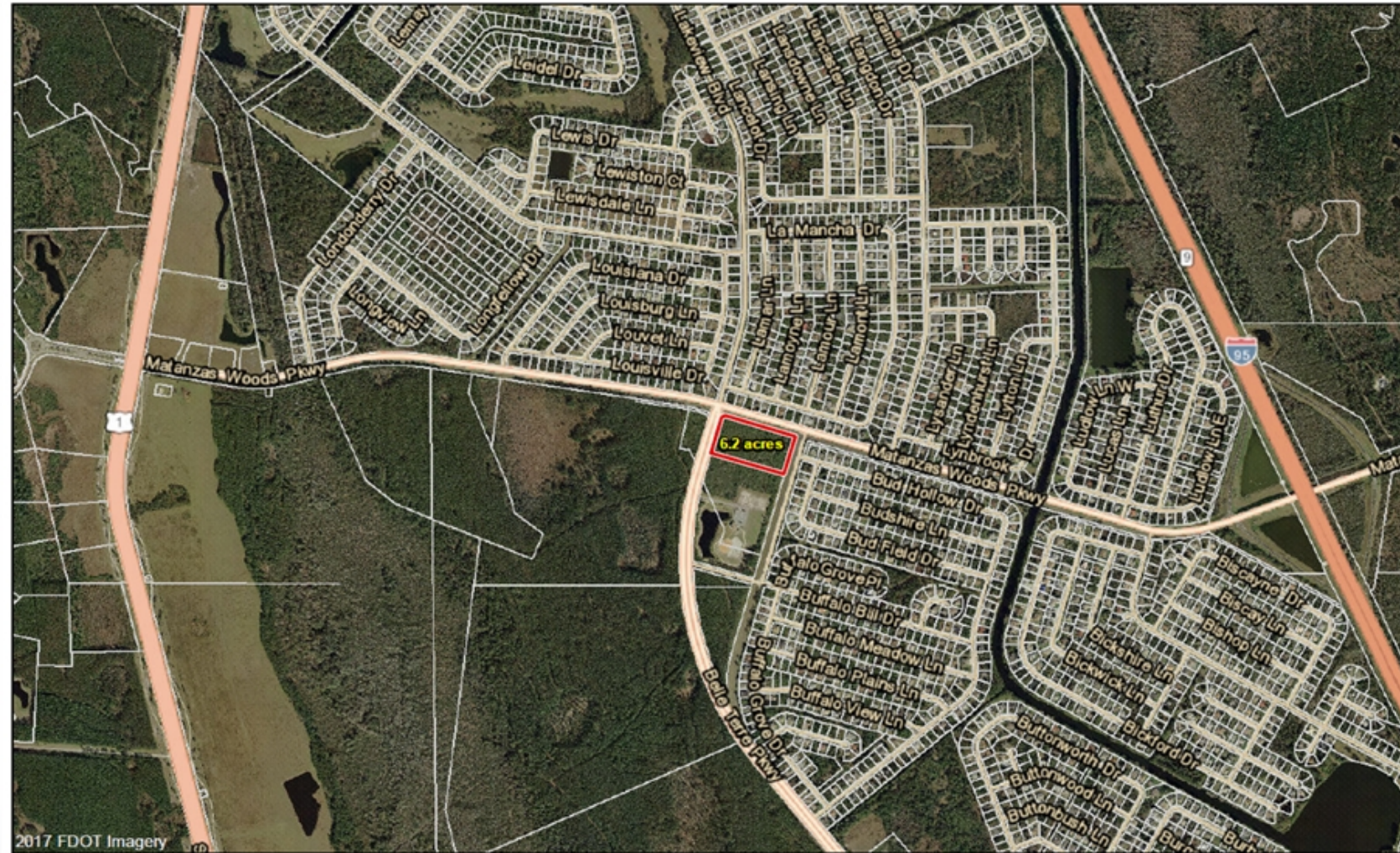
City Council Rezoning Hearing

on October 17, 2017



Location Map

Site is 6.2+/- acres,
located on south
side of Matanzas
Woods Parkway,
between old and
new alignments of
Belle Terre Parkway



Location Map

— Subject Parcel



Map Provided by the GIS Division

Date: 9/15/2017



0 750 1,500 Feet



[illegible]

-
- PALM COAST
Find Your Florida

Aerial Photo

- Church is proposing to rezone 6.2 acres from PSP to COM-1
- Church plans to sell off land if rezoned and use remaining 16 acres for new church facilities and relocate here



2017 FDOT Imagery

Location Map

— Subject Parcel



Map Provided by the GIS Division

Date: 8/29/2017



0 200 400 Feet



Future Land Use Map

Designated “Mixed Use” on FLUM and allows a variety of uses and zoning districts including COM-1



2017 FDOT Imagery

Future Land Use Map

— Subject Parcel

Palm Coast FLUM Classifications



Map Provided by the GIS Division

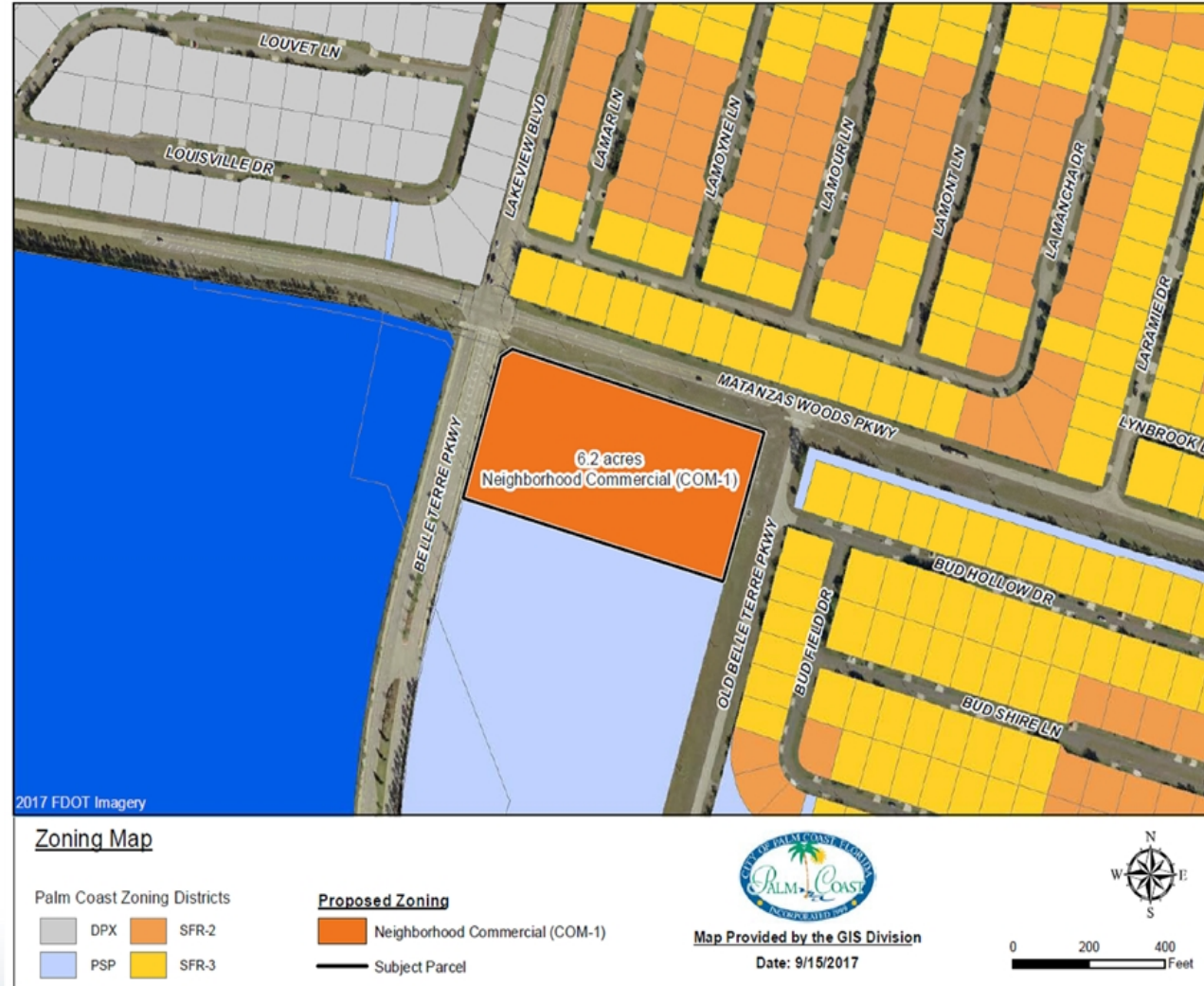
Date: 8/29/2017



0 200 400
Feet



Existing and Proposed Zoning Maps



Neighborhood Information Meeting (NIM)

- Applicant notified neighbors of the NIM by US Mail
- NIM on August 30, 2017 at 6 PM at Belle Terre Elementary
- About 40 persons attended with about 25 from the church
- Staff has received a signed petition from about 35 neighbors opposing it

NIM - Key Concerns from Neighbors

- Would a gas station be constructed?
- Would there be commercial access points onto old Belle Terre Parkway?
- Would Matanzas Woods Parkway be widened to four lanes?
- Safety for pedestrians and bicyclists near the site and intersection.
- Noise and potential crime from the center.

Staff's Key Concerns with some Permitted COM-2 Uses

The following uses are permitted in COM-2 but not in COM-1.

- Motorcycle dealership
- Fast food restaurant
- Drinking establishment (without outdoor entertainment)
- Hotel/motel
- Convenience store with 16 – 24 vehicle fueling pumps

Change in Application from COM-2 to COM-1

- Applicant met with Planning staff to discuss staff's concerns and neighbors' overall concerns with the rezoning
- Mr. Torino said the church would drop the request for a COM-2 rezoning and change it to a COM-1 rezoning

Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

- ***A. The proposed development must not be in conflict with or contrary to the public interest;*** The proposed COM-1 neighborhood commercial will be compatible with the Matanzas Woods and Indian Trails Neighborhoods.
- ***B. The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan;*** Staff found it met all standards of the LDC and the project will shorten trips that area residents have to travel to obtain neighborhood retail and commercial services.



Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

- ***C. The proposed development must not impose a significant financial liability or hardship for the City;*** Project's traffic will impact Matanzas Woods Parkway nearby the site but will not attract a large number of motorists traveling I-95.
- ***D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;*** The site is designated "Mixed Use" on the FLUM which allows some higher intensity uses and zoning districts including COM-1.

Staff Analysis Based on LDC Chapter 2, Sec. 2.05.05

- ***E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;*** The project will have to comply with the City's LDC, Comprehensive Plan, and requirements of all other applicable agencies throughout the development process.

Recommendation

Planning staff and PLDRB recommend approval to City Council, to rezone 6.2+/- acres from PSP to COM-1 for Palm Coast United Methodist Church rezoning, Application # 3399.



Presentation by Applicant



Questions

Medical Marijuana Ordinance

City Council Business Meeting
October 17, 2017

Planning Department



Senate Bill 8-A Regulation of Facilities

- Facilities cannot be within 500 feet of public or private schools.
- Enclosed structure.
- Florida Building Code and Fire Code applies.
- Hours of operation 7 am to 9 pm.
- No visible advertising from street.
- Dusk to dawn lighting.
- Alarm system and motion detector on unit openings, along with a secure room or vault.



Preemption Language in 8-A

- The City cannot ban a MMTC growing or processing facility.
- The City can ban MMTC dispensaries; however,
--- If the City chooses not to ban MMTC dispensaries then the City cannot be more restrictive than it currently regulates pharmacies.



Two Types of Pharmacy Sales



Retail with Pharmacy

- Winn Dixie
- Publix
- CVS
- Walgreens

Pharmacy (stand alone)

- Palm Coast Pharmacy
- Home Care Pharmacy
- Pinnacle Pharmacy
- Palm Coast – Town
Center Pharmacy @ City
Centre



WORK SHOP OPTIONS

1. Ban MMTC Dispensary locations.
2. Maintain the status quo & allow w/ current standards.
3. Amend the LDC to define pharmacy as allowed within specific districts in the Zoning table.
4. Extend the Moratorium.



COUNCIL DIRECTION

- ✓ 3. Amend the LDC to define pharmacy as allowed within specific districts in the Zoning table with the intention of excluding this use within Neighborhood Commercial (COM-1).



PROPOSED ORDINANCE

1. Defines Pharmacy & defines Medical Marijuana Treatment Center (MMTC).
2. Allows use in COM-2 & COM-3 and OFC-1 and OFC-2.
3. Use specifically excluded from COM-1.
4. Use allowed in MPDs if pharmacy use is specified.



Definition

Pharmacy is a retail use licensed under the Florida Statutes to dispense or sell prescription drugs, including, but not limited to, Medical Marijuana Treatment Center dispensing facilities, as referenced in Fla. Stat. 381.986(11), as amended from time to time.



TABLE 3-4
Office, Medical and Professional

USE	COM-1	COM-2	COM-3	OFC-1	OFC-2	IND-1	IND-2	PSP	P & G	PRS	MPD ⁽¹⁾
<u>Pharmacies^{2,3}</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

P = Permitted, X= Not Allowed



RATIONALE

1. Much of the City's COM-1 is located interior to neighborhoods.
2. COM-1 is intended for daily neighborhood needs.
3. Preference for use to be located in larger, more accessible & visible locations.
4. No pharmacies located in COM-1; therefore – no grandfathering issues.



Current Status

1. The PLDRB recommended the Ordinance (6-0) at their September 19, 2017 meeting.
2. City Council 1st reading on October 3rd; 2nd reading is scheduled for October 17th.
3. Potential Medical Marijuana dispensary related activity in City is under a moratorium pending this Ordinance.



THANK YOU

Questions?



PALM COAST CITY COUNCIL



October 17, 2017

LOCATION



Why Rezoning?

- A. This circumstance evolved during the master site development planning process for the new church campus.
 - i. Concluded that in the process of maintaining proximity to existing improvements for the phase one development and phase 2 future development of the church campus that the remaining acreage was unneeded.

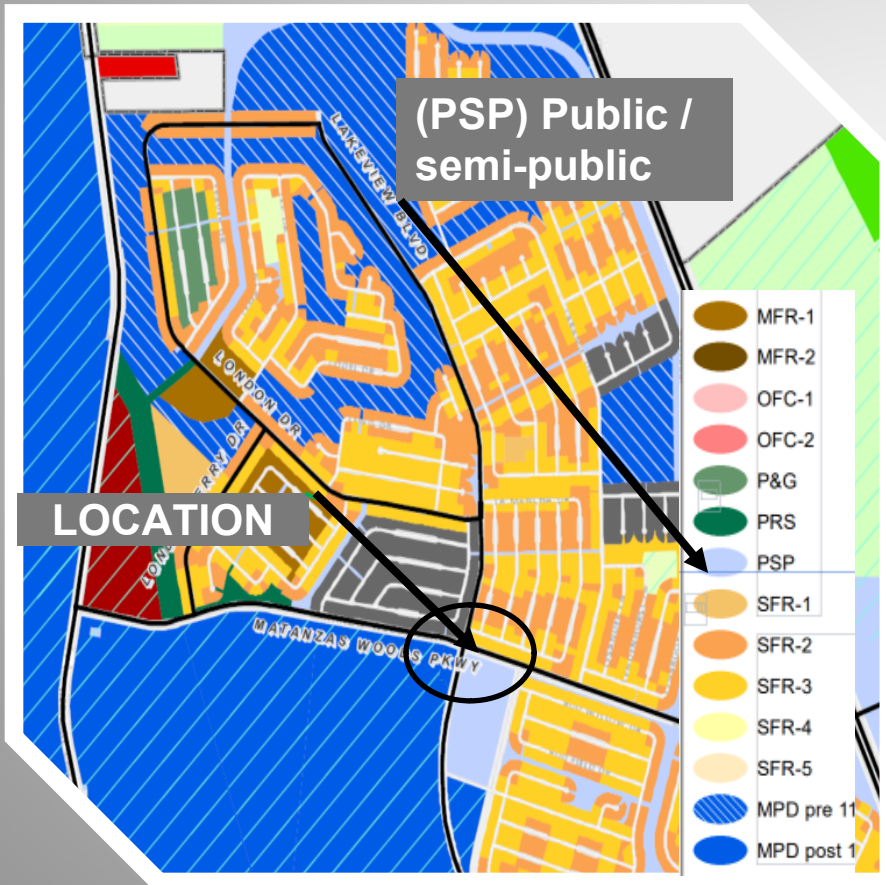
Why Commercial ?

- i. A needs study was initiated. The highest and best use of the 6 acres was identified as commercial (*professional appraisal*).
- ii. The commercial classification was reinforced having substantiated that the proposed commercial zoning given the location and site characteristics align favorably with established principles and practices of urban planning and land use planning .
- iii. The community lacks convenience commercial opportunities.
- iv. The location is centralized, highly accessible; ideally located at the intersection of two (2) primary thoroughfares.
- v. The location does not adjoin residential development.
- vi. The requested designation is consistent with the GOP's of the City of Palm Coast Comprehensive Plan and Future Land Use Map, and
- vii. Consistent with Land Development Code Sec. 3.03.01. Purpose of Districts:
 - A. 1. The purpose of the COM-1 District (Neighborhood Commercial) is to provide areas for limited commercial and office uses developed at a neighborhood scale to meet day-to-day retail and service needs of nearby residents.

ZONING MAP CLASSIFICATION

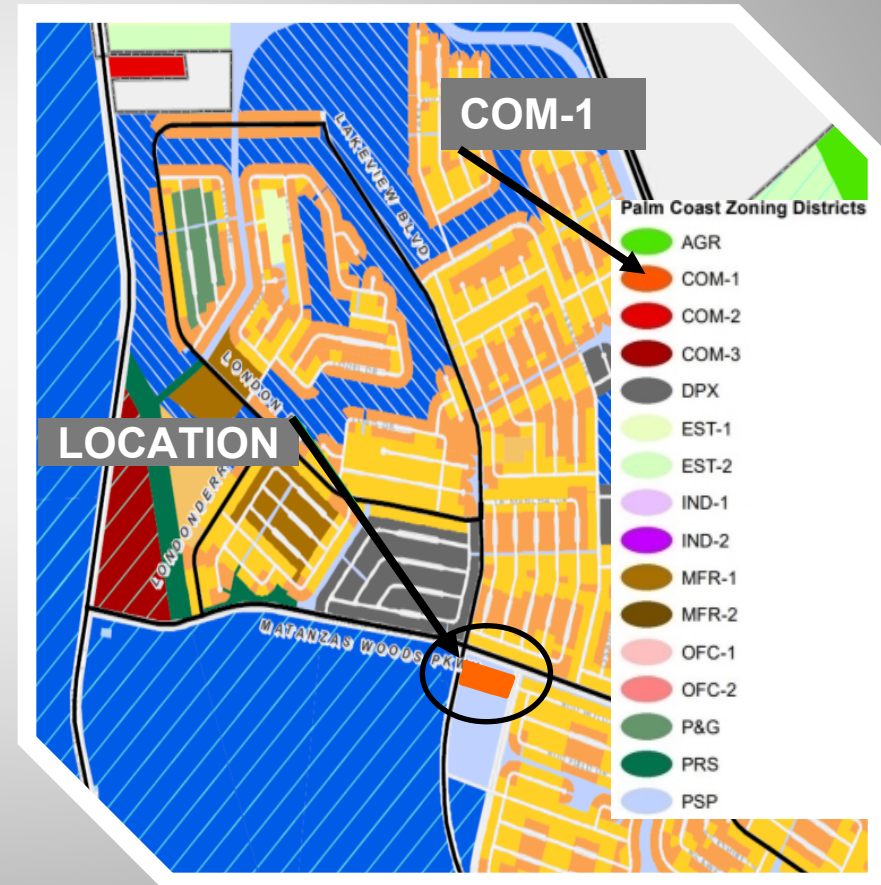
EXISTING ZONING DISTRICT

(PSP) Public/semi-public

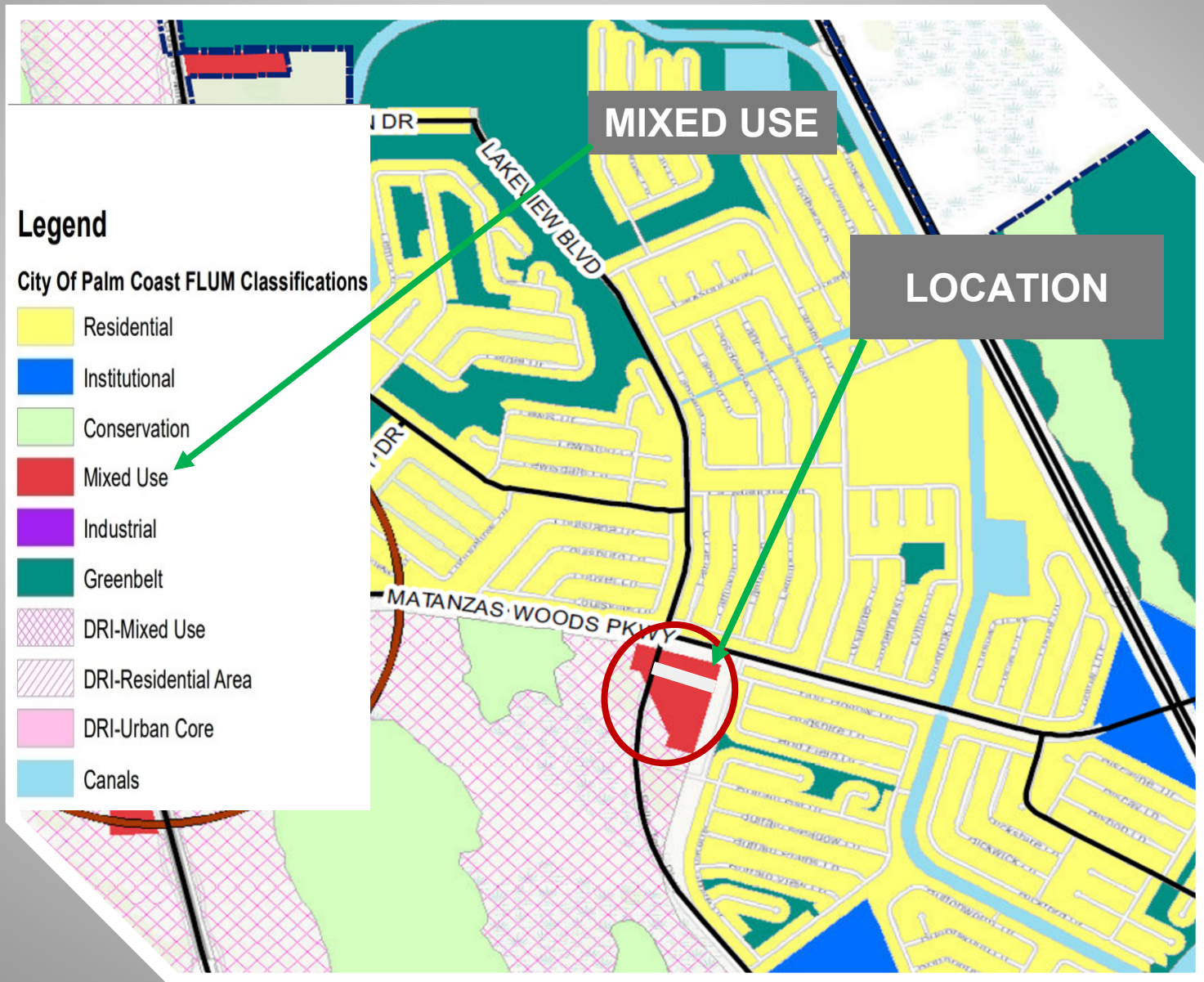


PROPOSED ZONING DISTRICT

Commercial(COM-1)



FUTURE LAND USE MAP



NEIGHBORHOOD UNIT

Basic Urban Planning Principles

- ❑ **Place arterial streets along the perimeter:** Define and distinguish the "place" of the neighborhood and by design eliminate unwanted through-traffic from the neighborhood.
- ❑ **Design internal streets:** Employ a hierarchy that easily distinguishes local streets from arterial streets.
- ❑ **Center the school:** Size the neighborhood to sufficiently support a school, between 4,000 and 6,000 residents.
- ❑ **Restrict local shopping areas to the perimeter:** Discourage nonlocal traffic destined for commercial uses that may be disruptive to the neighborhood.

1 Mile Radius



Estimated population: 4,800

Max: est. 7,240

PALM COAST PARK MASTER PLANNED DEVELOPMENT ZONING/ANTICIPATED LAND USE

Proposed Zoning District: COM-1

Potential Land Use:

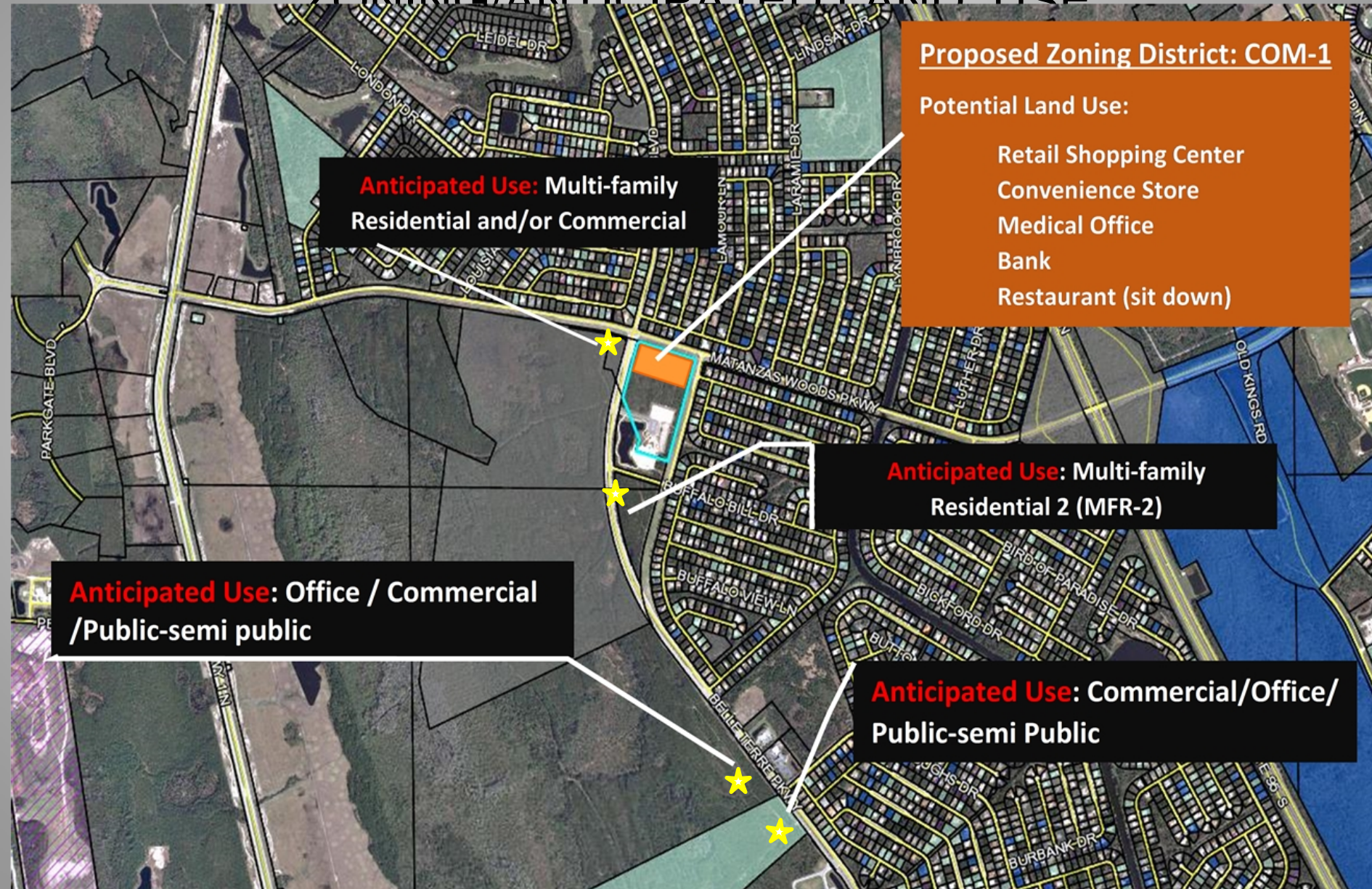
- Retail Shopping Center
- Convenience Store
- Medical Office
- Bank
- Restaurant (sit down)

Anticipated Use: Multi-family
Residential and/or Commercial

Anticipated Use: Multi-family
Residential 2 (MFR-2)

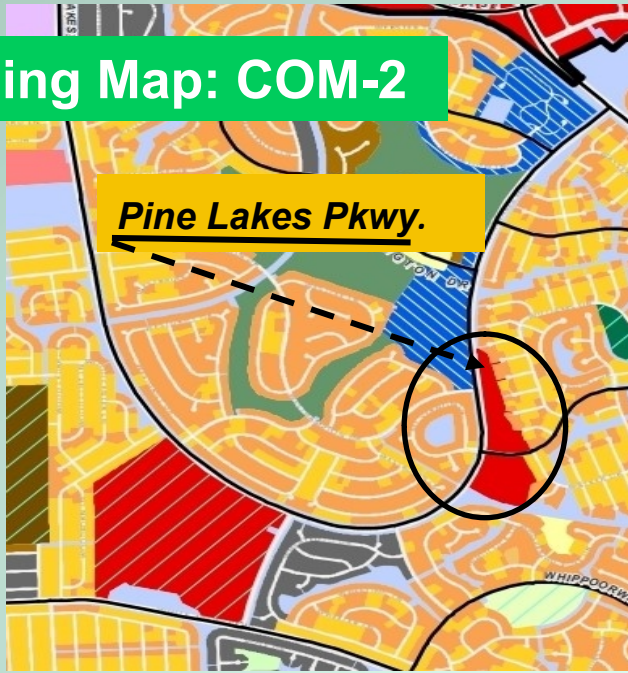
Anticipated Use: Office / Commercial
/Public-semi public

Anticipated Use: Commercial/Office/
Public-semi Public

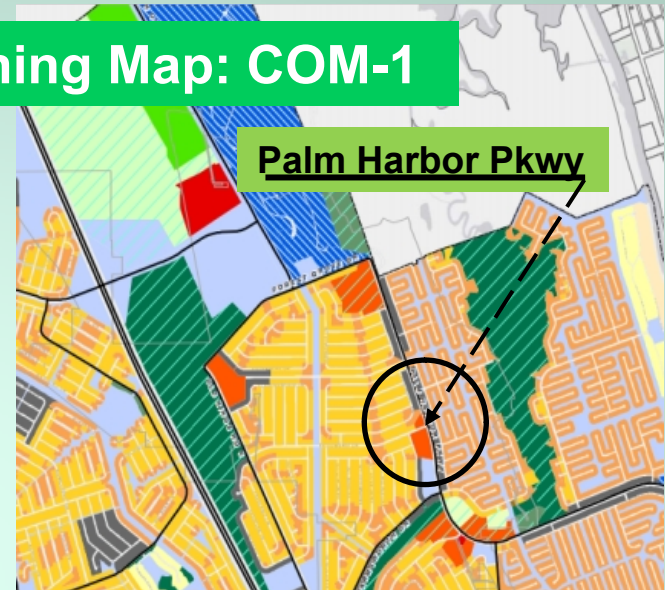


ZONING DISTRICT COMPARABLES

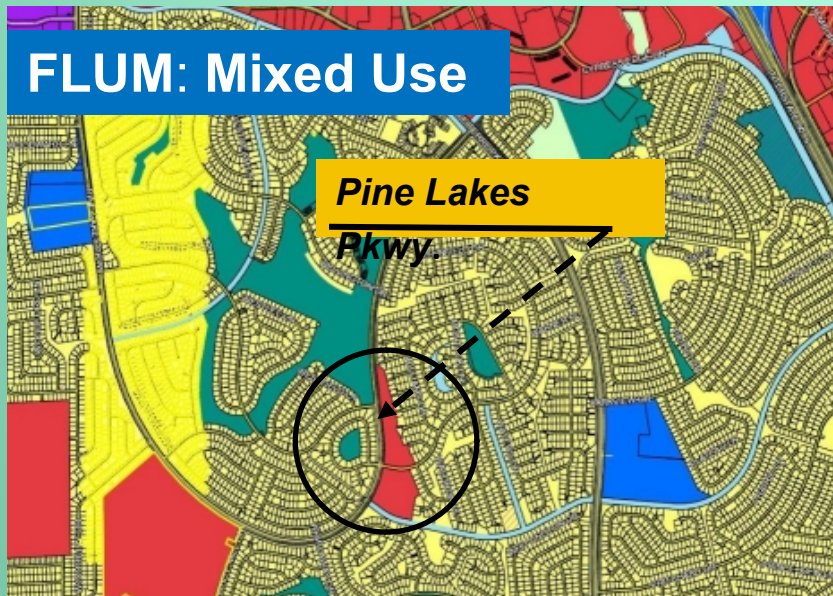
Zoning Map: COM-2



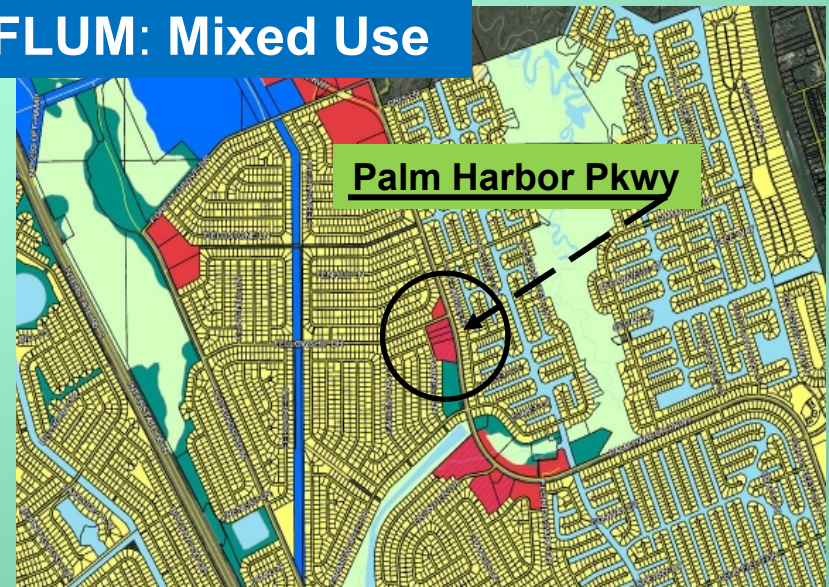
Zoning Map: COM-1



FLUM: Mixed Use

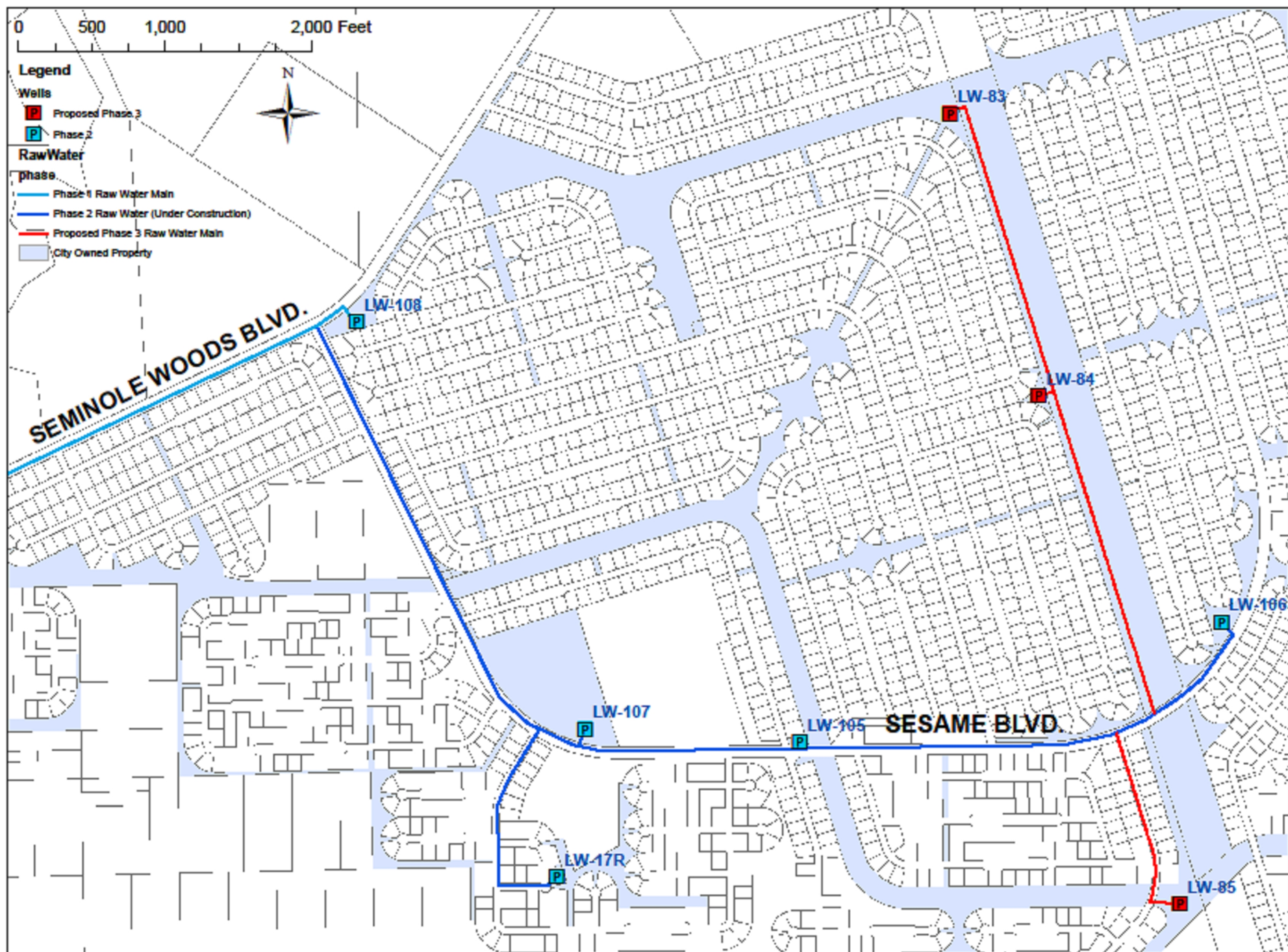


FLUM: Mixed Use



NORTH CAMPUS PROPOSED CONCEPTUAL DEVELOPMENT PLAN







Marina Del Palma Comprehensive Plan Amendment & Rezoning

October 17, 2017

Find Your Florida

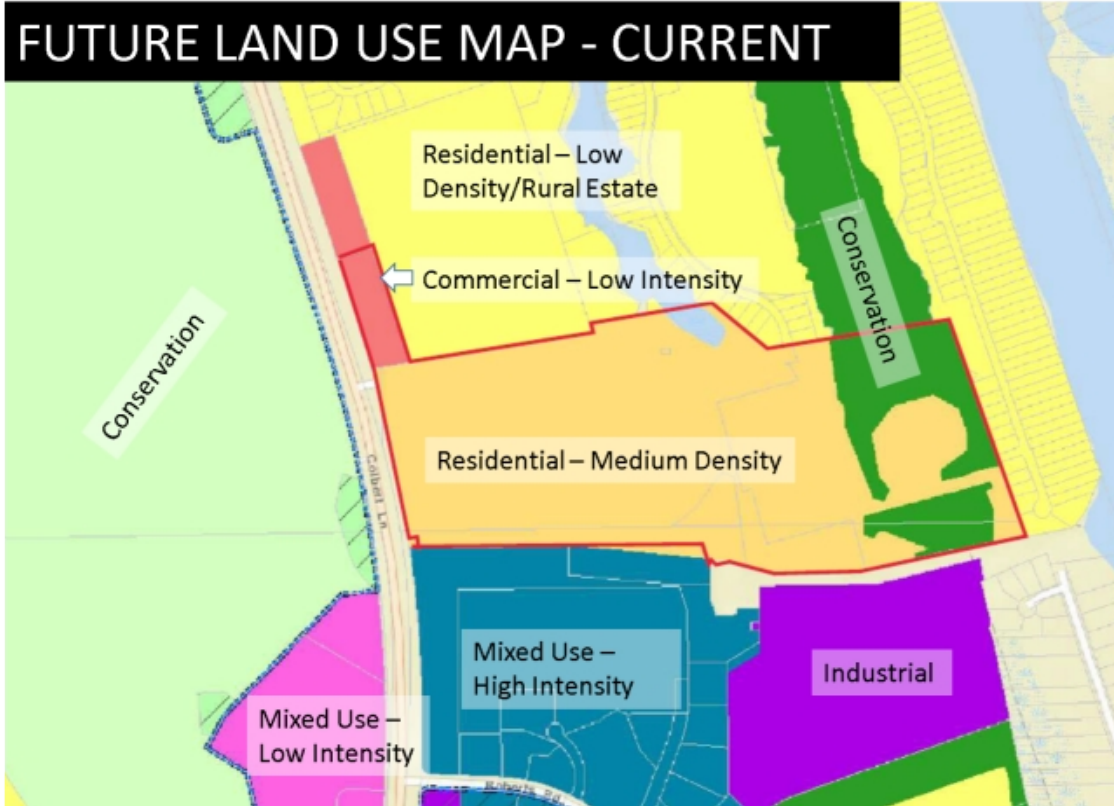
Marina Del Palma

- Comprehensive Plan & Zoning Map Amendment
- Subject Property – 109+/-acres
- Currently Vacant
- Amendments will protect current entitlements on the properties

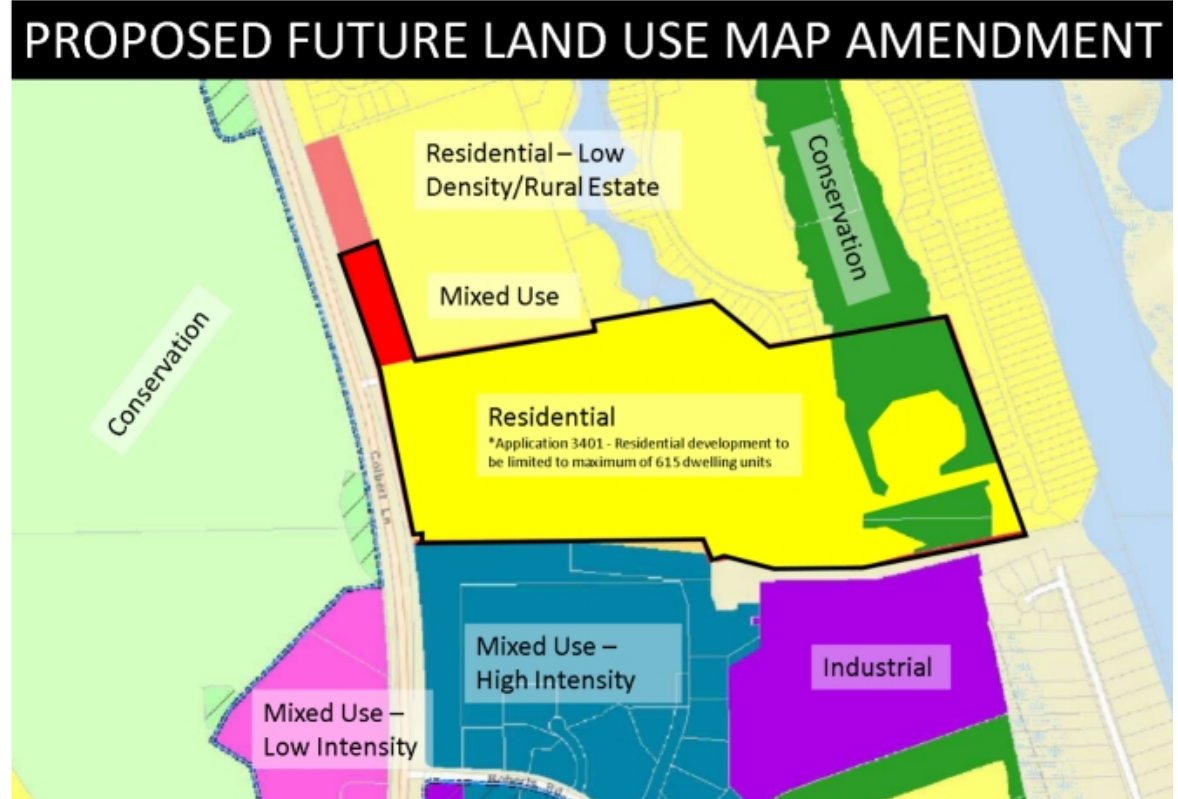


Marina Del Palma Comprehensive Plan Amendment

FUTURE LAND USE MAP - CURRENT



PROPOSED FUTURE LAND USE MAP AMENDMENT



*Amendment will include density limit of 615 dwelling units

Marina Del Palma Comprehensive Plan Amendment

Land Use Breakdown:

Residential Area – 89+/- acres (615 dwelling units)

Commercial Area – 3.5+/- acres

Conservation Area – 17.5+/- acres



Marina Del Palma Comprehensive Plan Amendment

Public Facilities Impact Analysis

- Analysis is based on maximum development potential

*Proposed FLUM amendment includes site specific policy to limit residential development to 615 dwelling units .

Density ⁽¹⁾	# of units or square feet of development	Transportation (PHT) ⁽²⁾	Potable Water (GPD) ⁽³⁾	Sanitary Sewer (GPD) ⁽⁴⁾	Solid Waste (lbs./capita/day) ⁽⁵⁾	Recreation and Parks (8 acres/ 1000 pop.) ⁽⁶⁾	Public Education (students) ⁽⁷⁾	Stormwater Drainage ⁽⁸⁾
Proposed FLUM designation								
Conservation (17.5 ac.) No development								
Residential (88.9 ac.) 12 du/acre	615	615	184,500	121,032	12,708	11.8	204	N/A
Mixed Use (3.5 ac.) .55 FAR	83,853	311	14,255	8,385	0	0.0	0	N/A
(minus) 34% pass-by trips for shopping center		106						
Total		820	198755	129417	12708	12	204	N/A

Current FLUM designation (Flagler County Designations)								
Conservation (17.5 ac.) No development.		--	--	--	0	0.0	0	N/A
Residential-Medium Density (88.9 ac.) 7 du/acre	622	622	186,690	122,469	12,859	11.9	207	N/A
Commercial Low Intensity (3.5 ac.) .30 FAR	45,738	170	7,775	4,574	0.0	0.0	0	N/A
(minus) 34% pass-by trips for shopping center		58						
Total		734	194465	127042	12859	12	207	
Net Change		86	4,290	2,375	-151	-0.1	-3	N/A

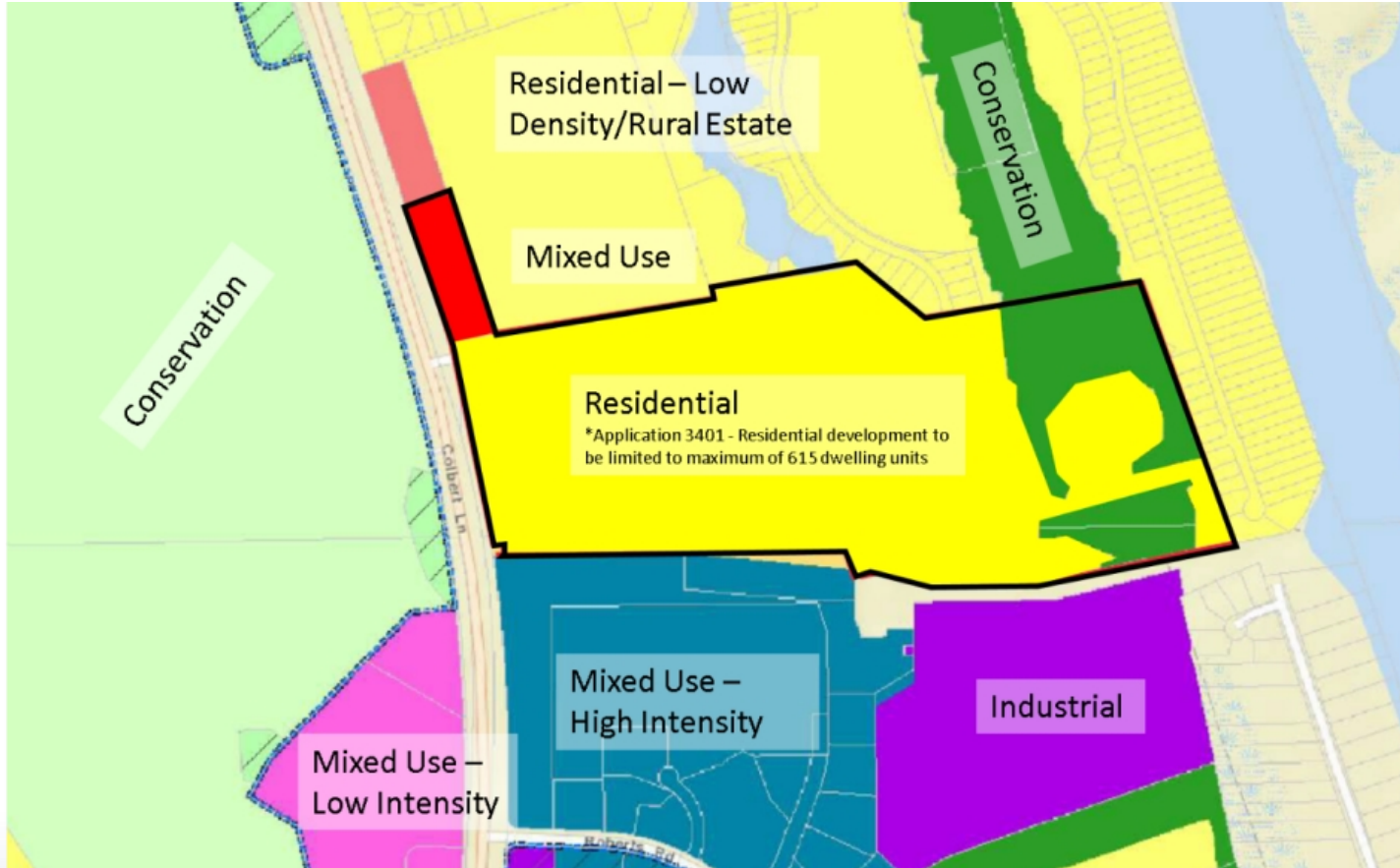
Marina Del Palma Comprehensive Plan Amendment

Evaluation of Environmental Factors

- **No significant change in environmental impacts from current FLUM to proposed FLUM**

Marina Del Palma Comprehensive Plan Amendment

Consistency with Surrounding Land Uses



Proposed land uses are generally consistent with surrounding land uses

Marina Del Palma Comprehensive Plan Amendment

Consistency with Comprehensive Plan Policies

- Availability of Infrastructure
- Location of commercial/non-residential development
- Promotes land use patterns that do not increase cost of providing utilities
- Improving balance of land uses



Marina Del Palma Comprehensive Plan Amendment

FINDINGS

- No significant impact on Level of Service for public infrastructure
- No significant impact on environmental factors
- Consistent with surrounding land uses
- Consistent with Comprehensive Plan



Marina Del Palma Comprehensive Plan Amendment

RECOMMENDATION

Staff and the Planning and Land Development Regulation Board recommend approval of the proposed Comprehensive Plan amendment.



Marina Del Palma Comprehensive Plan Amendment

NEXT STEPS

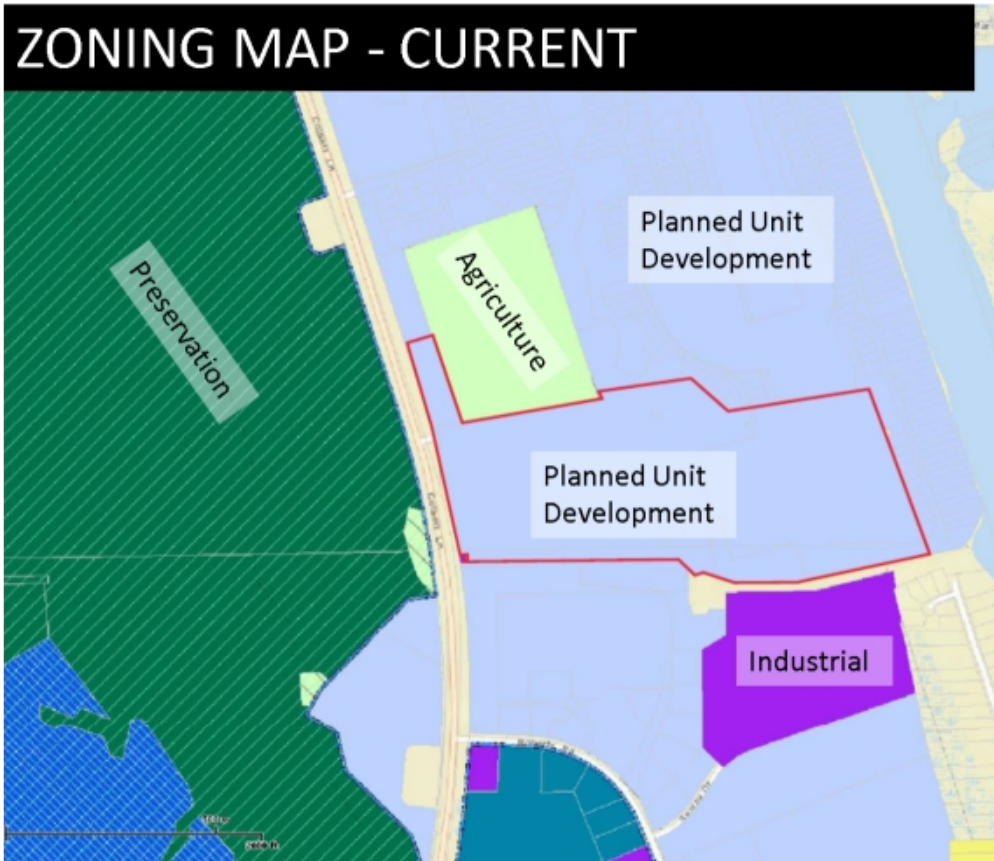
- Transmittal to DEO and other State Agencies for Review



Marina Del Palma Zoning Map Amendment



Marina Del Palma Zoning Map Amendment

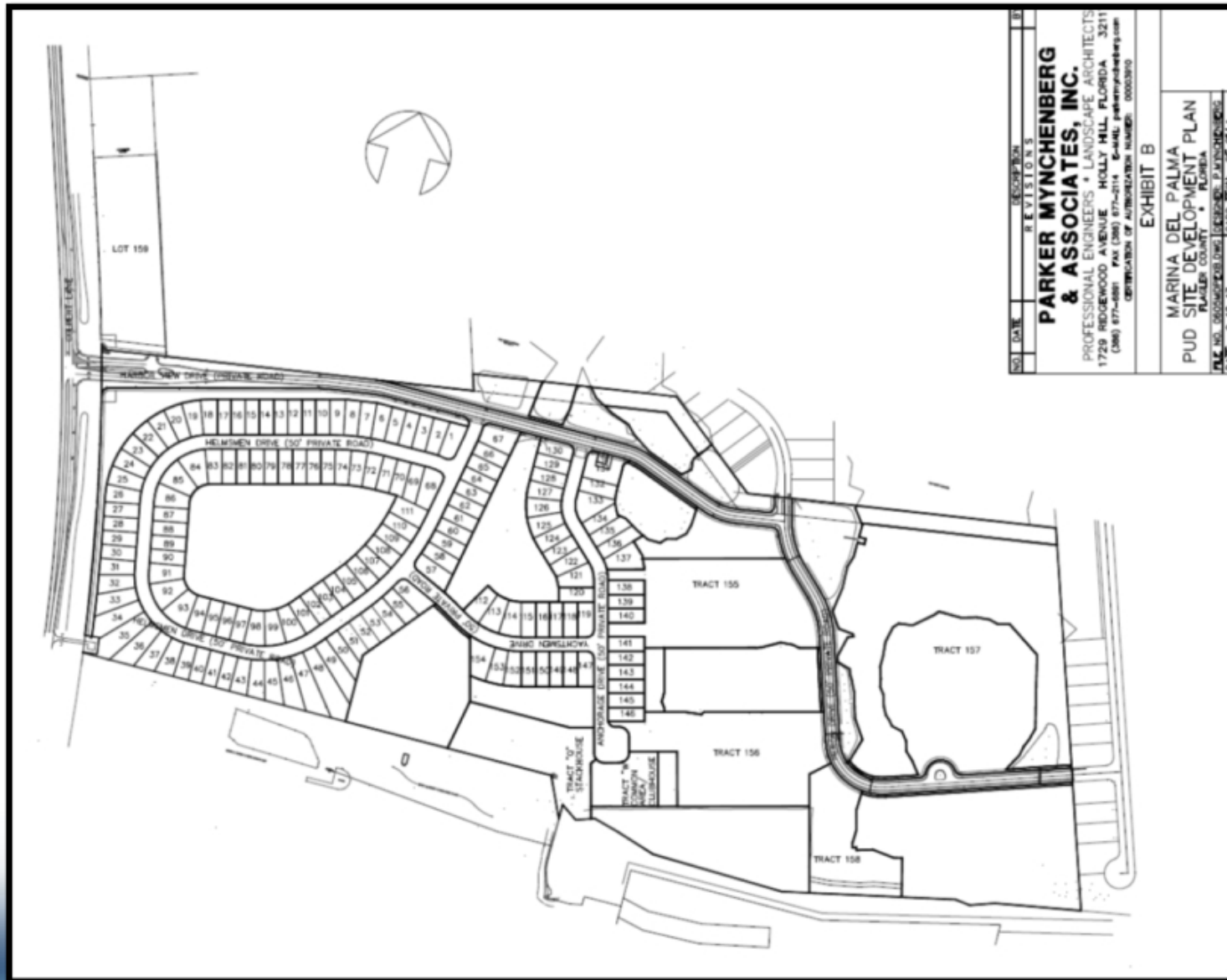


Marina Del Palma Zoning Map Amendment

- Proposed zoning map amendment will protect current entitlements on the properties.
- Amendment includes Master Planned Development Agreement
- No changes to entitlements or development standards



Marina Del Palma Zoning Map Amendment



Development Entitlements

- 154 Single Family Units
- 461 multi-family units
- 45,738 Sq. ft. of non-residential

Amenities

- Stackhouse for boat storage
- Marina
- Clubhouse, and
- Common areas

Marina Del Palma Zoning Map Amendment

Development Standards – Residential Use

<u>Criteria</u>	<u>Single-family</u>	<u>Multi-family</u>
# of units	154 units	461 units
Max. Bldg. Height	45'	95'
Min. Front Setback	20'	25'
Min. Rear Setback	25'	25'
Min. Side Setback	5' (10' from street)	10'
Lot Width Minimum	40'	----
Lot Size Minimum	4,000 sq. ft.	----
Living Area Minimum	1,500 sq. ft.	1,200 sq. ft.

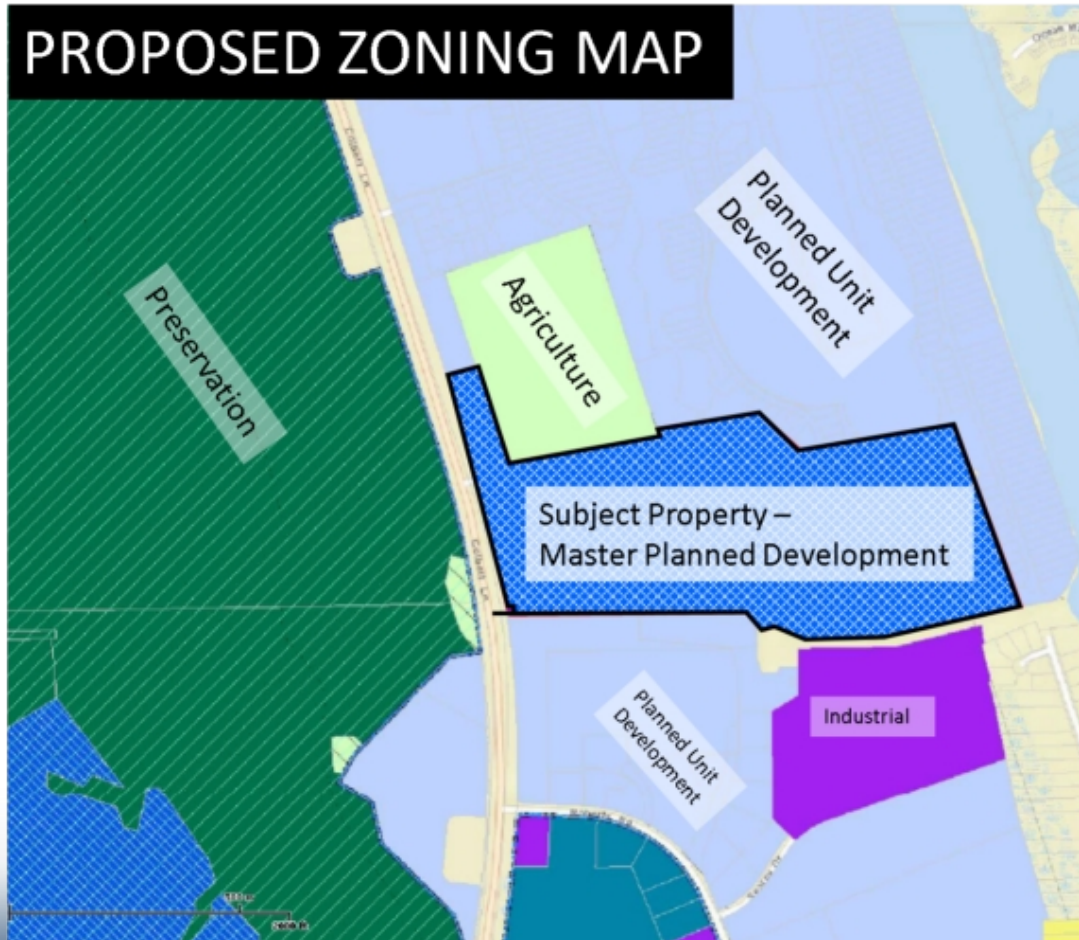
Marina Del Palma Zoning Map Amendment

Development Standards – Non-residential Use (Retail, Business, and Professional Offices)

<u>Criteria</u>	<u>MPD (Proposed)</u>
Floor to Area Ratio (FAR)	.30 (45,738 sq. ft.)
Max. Impervious Area	.65
Max. Bldg. Height	50'
Minimum Interior Side & Street Setbacks	10' / 25' from street
Minimum Front Setback	25'
Minimum Rear Setback	25'
Colbert Lane	25'
Minimum Lot Size	20,000 sq. ft.

Marina Del Palma Zoning Map Amendment

Consistency of Proposed Zoning with Surrounding Properties



- Consistent with surrounding uses

Marina Del Palma Zoning Map Amendment

FINDINGS

- *Objective 3.4.1, Policy 3.4.1.1 - supply land that can be developed with various types of residential uses, including single-family homes of various sizes, duplexes, multi-family dwellings, and residential units in mixed use development.*
- Proposed Master Planned Development will allow opportunity to provide a variety of housing products



Marina Del Palma Zoning Map Amendment

FINDINGS

- *Criteria-Change does not cause significant financial liability or hardship on City*
- Site is proximate to existing water and wastewater lines

Marina Del Palma Zoning Map Amendment

FINDINGS

- *Criteria - No threat to general health, safety, and welfare of community*
- *Criteria - Must comply with other local, state, or federal regulations*
- *Criteria – Compatibility with surrounding land uses*
 - Potential uses on site are compatible with surrounding uses and is subject to further development review

Marina Del Palma Zoning Map Amendment

FINDINGS

- *Criteria – Accomplishes a legitimate public purpose*
 - Provides opportunity to diversify housing stock in the City.
 - Provides opportunity to provide service uses (office/retail) adjacent to residential areas

Marina Del Palma Zoning Map Amendment

RECOMMENDATION

Staff and the PLDRB recommend that City Council Approve the proposed zoning map amendment from Planned Unit Development (Flagler County designation) to Master Planned Development (City Designation) along with the attached development agreement.



Marina Del Palma Zoning Map Amendment

NEXT STEPS

- 2nd public hearing along with companion FLUM amendment

If approved:

- Final Plat (under review)
- Site Plan





Questions?

Find Your Florida

L-1 and K-1 and W-1 Surface Water Control Structure Reconstruction



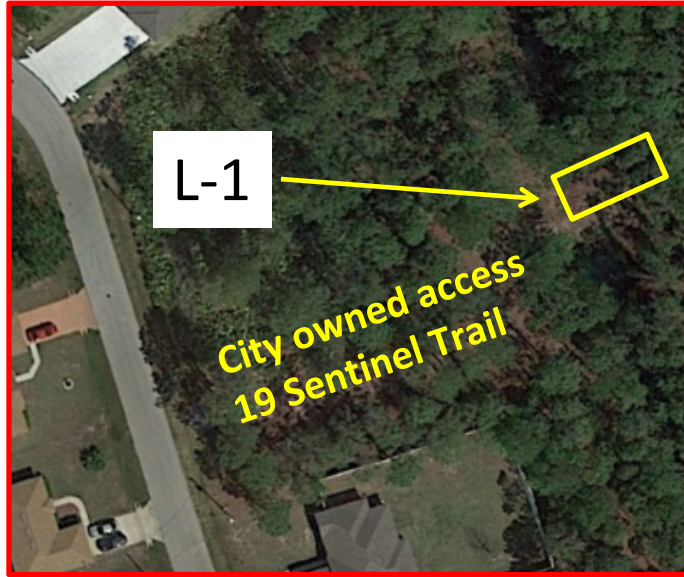
Find Your Florida



L-1

K-1

L-1 and K-1 General Locations



L-1 Specific Location – 19 Sentinel Trail



Downstream conditions



Upstream conditions

L-1 Current Conditions



K-1 Specific Location – 25 September Place

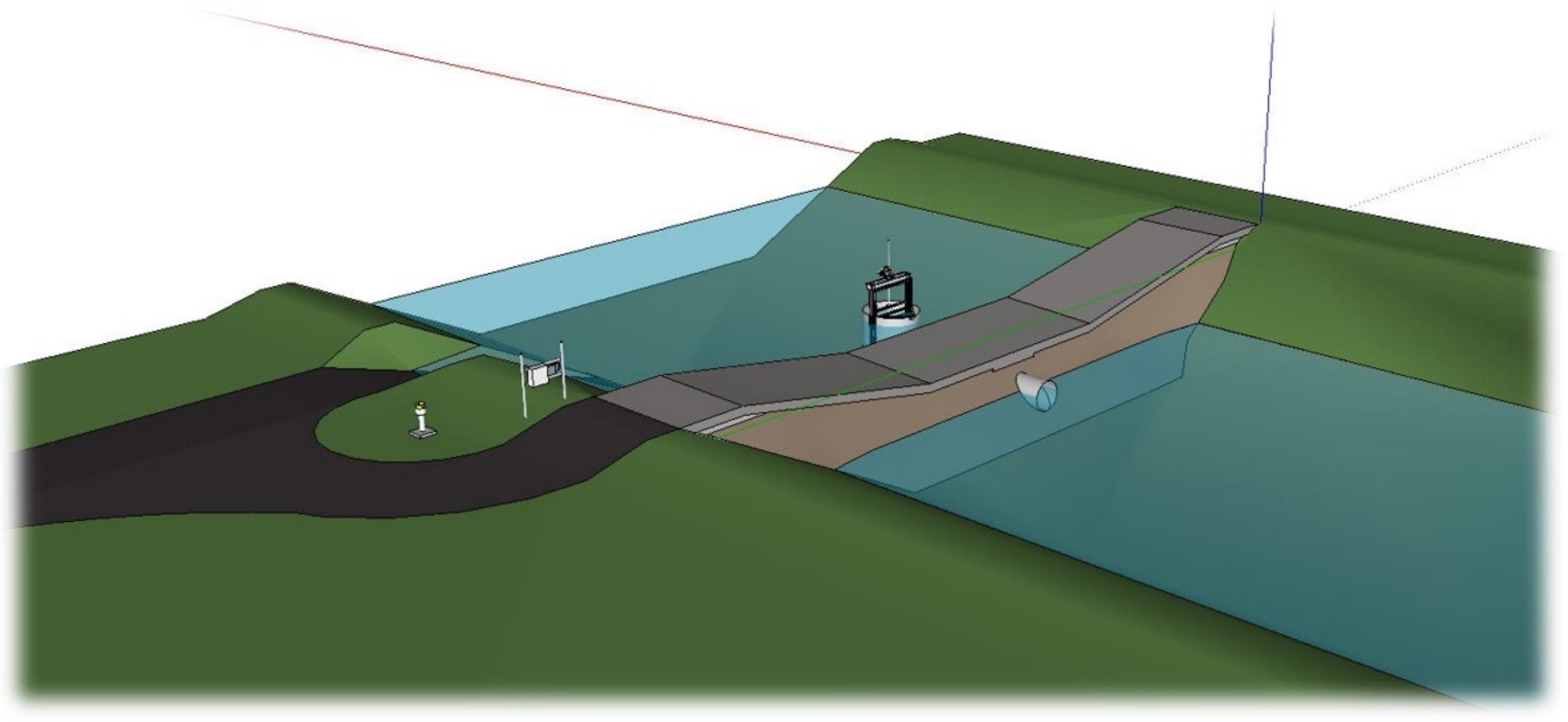


Downstream conditions

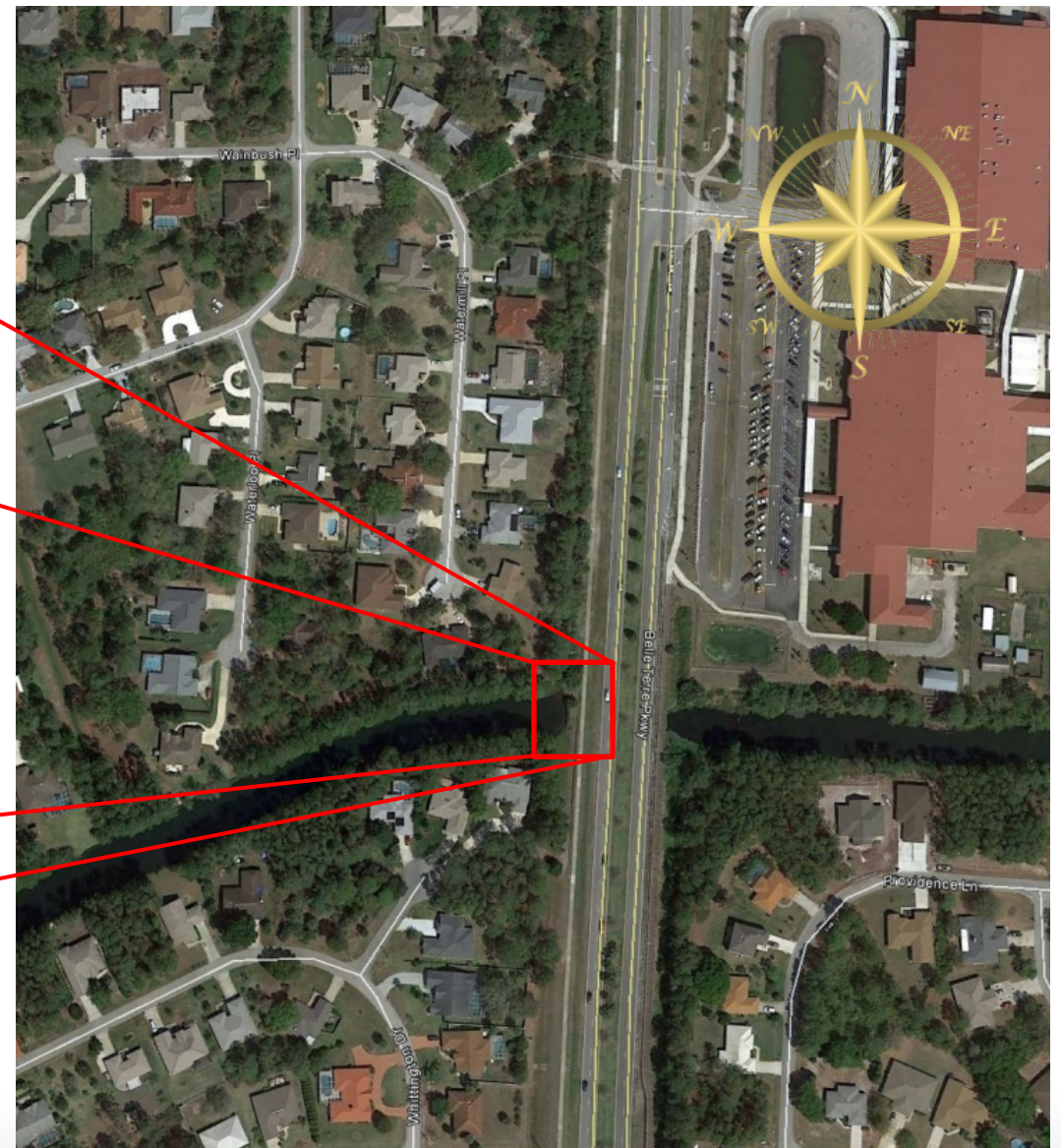


Upstream conditions

K-1 Current Conditions



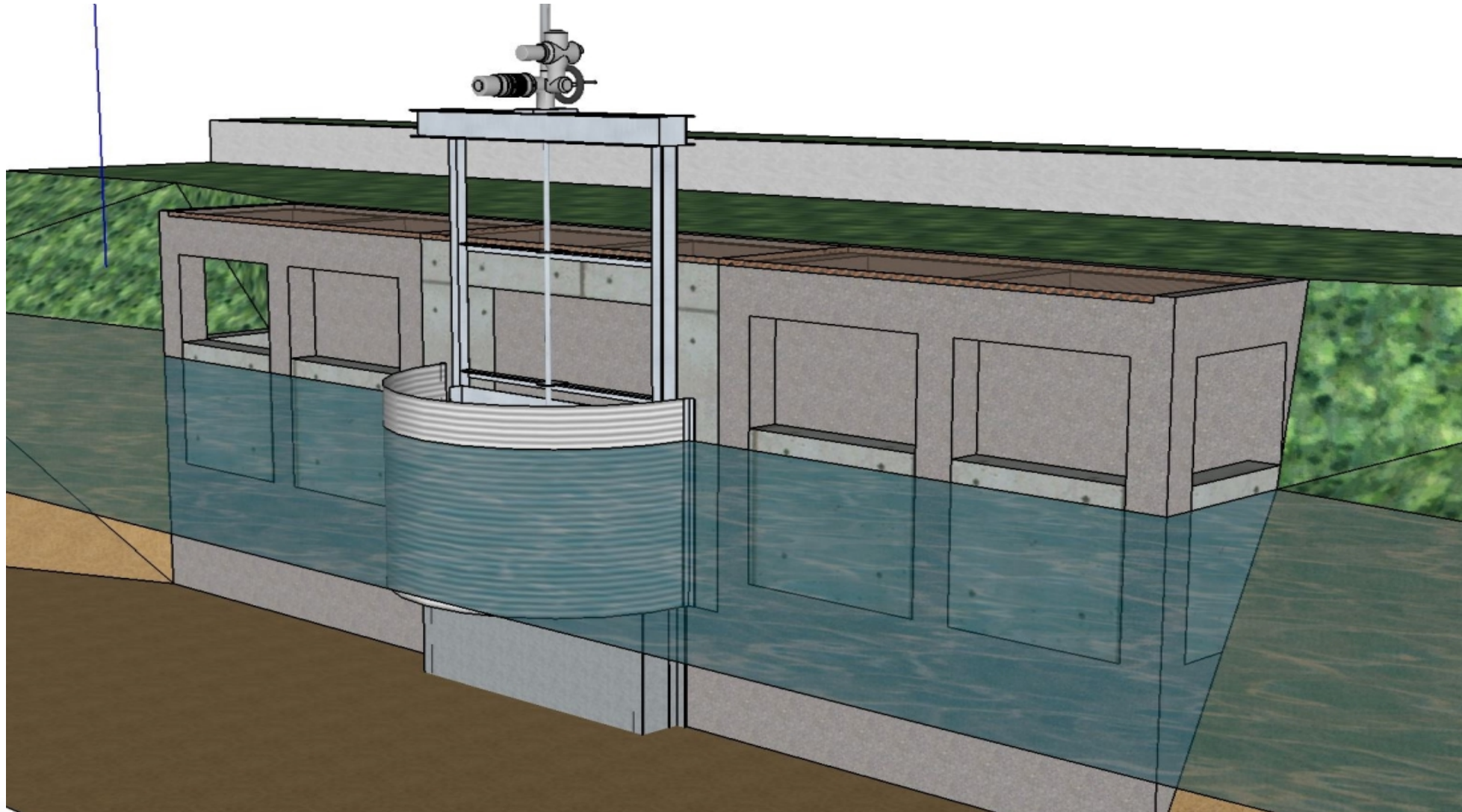
K-1 and L-1 After Reconstruction



W-1– 4403 Belle Terre Parkway



W-1 Current Conditions



W-1 After Reconstruction



Three Sisters (I-1,I-4,I-6) Completed 2013

Of 35 water control structures within the City, 19 have been rehabilitated since 2009, with 16 remaining

When these three are done, only 2 major structures will remain

Established Priorities



City of Palm Coast
5 Year Capital Improvement Plan

		Budget	Projected	
		FY 17	FY 17	FY 18
STORMWATER MANAGEMENT FUND				
Prior Year Carry-over		193,920	193,920	538,097
Revenues:				
Ad Valorem Taxes		418,442	418,442	502,590
Stormwater Fees		7,240,846	7,240,846	7,270,000
Grants		335,000	335,000	700,000
New Revenue		-	-	-
Interest on Investments		-	10,000	-
Total Revenues		7,994,288	8,004,288	8,472,590
Total Available Funds		8,188,208	8,198,208	9,010,687
Operating Expenses/Debt Service:		4,751,972	4,490,999	4,660,235
Water Control Structures				
55001		415,000	385,000	1,010,000
BS-2 Weir Replacement		385,000	361,154	-
W-1 (to be done with major crossing W-1)		-	23,846	220,000
L-1 Weir Replacement		-	-	385,000
K-1 Weir Replacement		-	-	385,000
P-1 Weir Replacement (to be done with major crossing P-1)		-	-	-
K-6 Weir Replacement (to be done with major crossing K-6)		-	-	-
Structure Access Improvements		10,000	-	-
Structure Repairs		20,000	-	20,000

FY 2018 Approved Budget



4 Pre - qualified bidders

- Sieg & Ambachtsheer, Inc. \$807,500.00
Deland, Florida
- S.E. Cline Construction, Inc. \$853,868.50
Palm Coast, Florida (Local bid preference max allowance is \$20,000)
- Petticoat-Schmidtt Civil Contractors, Inc. \$1,283,600.00
Jacksonville, Florida
- Brother's Construction, Inc. \$1,385,500.00
Stuart, Florida

Sieg & Ambachtsheer was selected as the lowest and best bidder.

Bidder Selection



Budgeted

K-1 Weir Budget Line Item	\$385,000
L-1 Weir Budget Line Item	\$385,000
W-1 Weir Budget line Item	<u>\$220,000</u>
Total Budget	\$990,000
Winning Bid	\$807,500
+10% Contingency	<u>\$ 80,750</u>
	\$888,250

SJRWMD Cost Share (Grant) Between -\$618,500 to -\$700,000

Selected Bidder



Expected Notice to proceed	Nov – Dec 2017
Mobilization for construction	Jan – Feb 2018
Substantial completion	Jul – Aug 2018 (270 days)
Final completion	Sep – Oct 2018 (30 days)

Tentative Schedule





**BS-2 on Barrington Waterway
Previous Cost Share with SJRWMD**

Most Recent Project - 2017

Next Step

Approve a contract with Sieg & Ambachtsheer
for the reconstruction of K-1, L-1 and W-1
for the amount of \$888,250

Additional Questions?

