



# **City of Palm Coast**

## **Agenda**

### **City Council Workshop- AMENDED AGENDA**

City Hall  
160 Lake Avenue  
Palm Coast, FL 32164  
[www.palmcoastgov.com](http://www.palmcoastgov.com)

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

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**Tuesday, November 28, 2017**

**9:00 AM**

**Community Wing**

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**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.
- > In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- > City Council Meetings are televised on Charter Spectrum Networks Channel 495 and on AT&T U-verse Channel 99.
- > All pagers and cell phones are to remain OFF while City Council is in session.

**A. CALL TO ORDER**

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

**C. ROLL CALL**

**D. PUBLIC PARTICIPATION**

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

**E. PRESENTATIONS**

- 1. PRESENTATION - HURRICANE IRMA AFTER ACTION REPORT**
- 2. PRESENTATION ON PROPOSED PARKS AND RECREATION FEE STRUCTURE**

**F. WRITTEN ITEMS**

- 3. RESOLUTION 2017-XX APPROVING A ONE-YEAR PRICE AGREEMENT WITH HARRIS CULVERT, INC. TO PURCHASE VARIOUS TYPES OF DRAINAGE PIPES**
- 4. RESOLUTION 2017-XX APPROVING PRICE AGREEMENT WITH HOWARD FERTILIZER & CHEMICAL FOR THE PURCHASE AND DELIVERY OF VARIOUS LANDSCAPE CHEMICALS AND FERTILIZER FOR THE CITY MEDIANS AND PARK ATHLETIC FIELDS.**
- 5. RESOLUTION 2017-XX APPROVING AN EASEMENT WITH THE COLUMBIAN CLUB OF FLAGLER COUNTY, INC., FOR THE OLD KINGS ROAD WIDENING PROJECT**

**G. PUBLIC PARTICIPATION**

Remainder of Public Participation limited to three (3) minutes each

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

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

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

**K. ADJOURNMENT**

- 6. CALENDAR/WORKSHEET**
- 7. ATTACHMENTS TO MINUTES**

## City of Palm Coast, Florida Agenda Item

Agenda Date :

<b>Department Item Key</b>	CITY CLERK	<b>Amount Account #</b>
<b>Subject</b>	PRESENTATION - HURRICANE IRMA AFTER ACTION REPORT	
<b>Background :</b>	<p>Hurricane Irma affected the entire State of Florida and locally, challenged the City of Palm Coast on September 10th and 11th, 2017. City staff took the necessary actions to respond and mitigate the impacts of Hurricane Irma. Many of the lessons learned during the previous hurricane have been addressed and that success was seen in the City's response to Hurricane Irma. City staff have evaluated our response and drafted an After Action Report. City staff will present an overview of Hurricane Irma, the City's response, and the draft report recommendations.</p>	
<b>Recommended Action :</b>	For presentation only.	

City of Palm Coast  
After Action Report  
Hurricane Irma  
Response and Recovery  
September 10-11, 2017





## Table of Contents

<b>Executive Summary</b>	<b>3</b>
<b>Introduction Overview</b>	<b>4</b>
<b>Peak wind gusts from Irma by City</b>	<b>6</b>
<b>City of Palm Coast Pre-Incident Preparations</b>	<b>7</b>
<b>AFTER ACTION REPORT RECOMMENDATIONS</b>	<b>13</b>
<b>Group A - Staffing and Training</b>	<b>13</b>
<b>Group B- Continuity of Operations</b>	<b>14</b>
<b>Group C – Communications</b>	<b>15</b>
<b>Group D - Reporting and Tracking</b>	<b>17</b>
<b>Hurricane Matthew Progress Chart</b>	<b>18</b>

## Executive Summary

The following is an after action report for the events leading up to and following Hurricane Irma which affected the entire State of Florida and locally, challenged the City of Palm Coast on September 10<sup>th</sup> and 11<sup>th</sup>, 2017. One of the most difficult challenges were the advanced tracking done for the hurricane in preparation of its arrival. Many of the City actions are based on timelines prior to its arrival with anticipation of worst case scenarios. In essence, when to pull the proverbial “action triggers” before the arrival of the storm. With the storm being 400 – 500 miles away, actions such as lowering the level of the fresh water canal, planning employee preparation and hardening facilities need to be assessed off the projected path of the storm and the time frame when the tropical storm wind bands arrive.

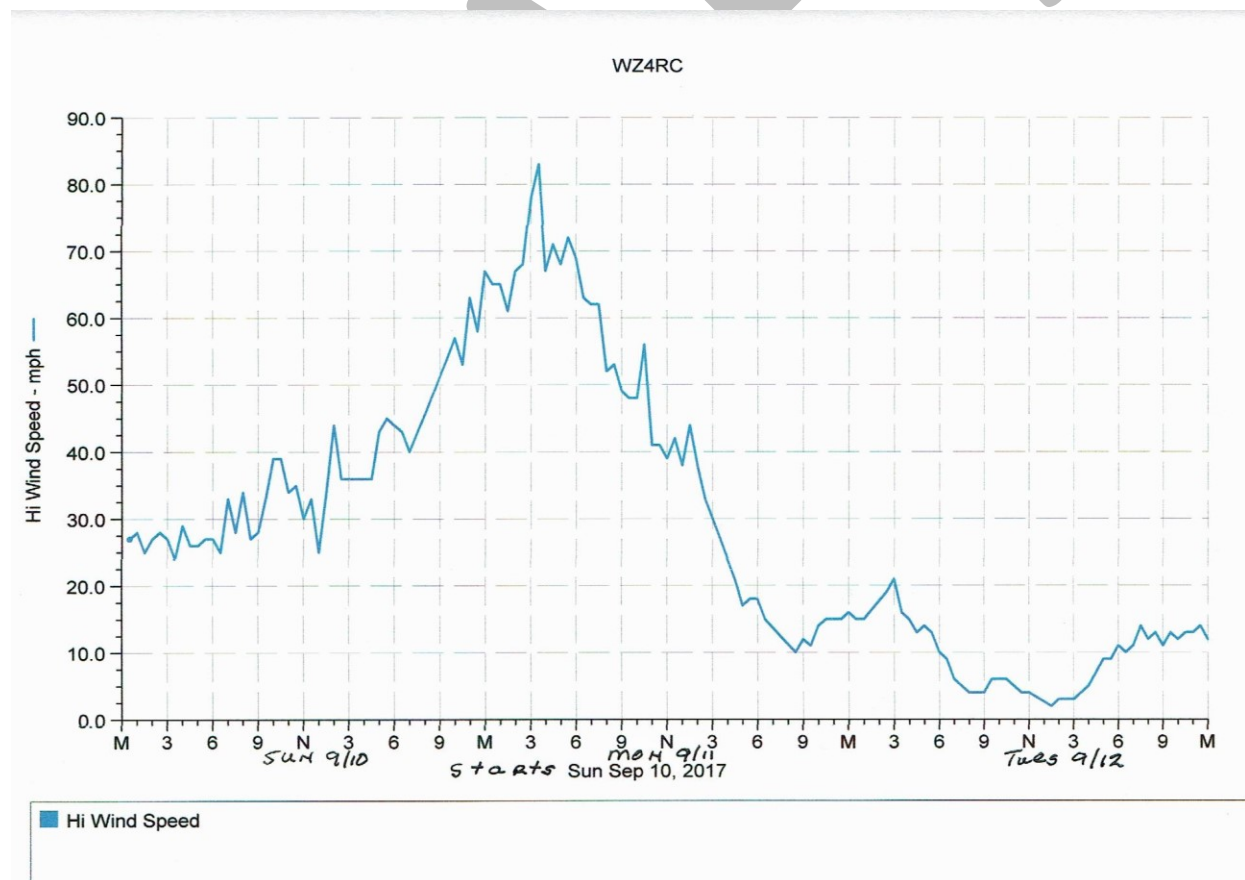
Many of the lessons learned during the previous hurricane have been addressed and those successes were seen in the City response this summer. Because no two storms are the same, we are now identifying the challenges experienced with Hurricane Irma and will address those in this report.

A significant challenge that was out of the control of the City staff was the enormity of this hurricane. 24-36 hours before entering Central Florida, there was nowhere to evacuate citizens to a safe location in the State of Florida.

## Introduction Overview

On August 30, Tropical Storm Irma formed east of the Leeward Islands in the central Atlantic Ocean. Within one day, the storm rapidly grew to a category 3 with a path projected along the saint islands in the north Caribbean Sea. It was anticipated to turn after making landfall/partial landfall on the Cuban North shore and move north to the Florida peninsula. Where landfall would be in Florida was still unclear because the anticipated 90 degree turn could not be determined accurately until it moved off Cuba and the eye wall was reformed.

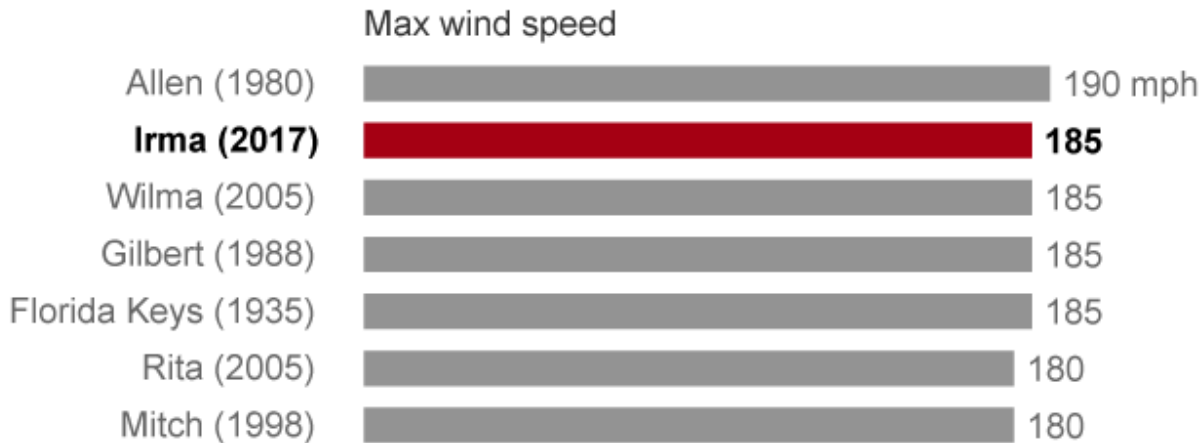
At 03:00 on September 9, Hurricane Irma made first landfall in the Florida Keys as a Category 4 ripping off roofs, flooding coastal cities and knocking out power to 6.8 million people. A second landfall near Marco Island at 3:35pm was made on September 10<sup>th</sup> as a Category 3 and moved into central Florida weakening significantly. By 11:00 pm, it had weakened further to a tropical depression moving into Georgia and dissipated over western Tennessee on September 13. The reports from the Flagler EOC, the most significant winds at Flagler Beach occurred from 11:00 pm on September 10<sup>th</sup> to 6:00am on September 11<sup>th</sup>.



According to the National Hurricane Center, as records show, Hurricane Allen in 1980, with winds of 190 mph, was the strongest hurricane that was formed in the Atlantic Ocean and moved into the Gulf of Mexico. Wilma in 2005, Gilbert in 1988, an unnamed 1935 hurricane and now Irma, have hit 185 mph.

On September 5<sup>th</sup>, 2017, the National Hurricane Center concluded several points regarding Hurricane Irma. The wind speed was sustained at a category 5 hurricane from September 5 to 8, more than 72 hours. Irma was the strongest hurricane in the Atlantic basin outside of the Caribbean Sea and Gulf of Mexico as long as the NHC has had records. There was 100% chance the storm was going to affect Florida with either a direct coastal hit or at a minimal, glancing blow similar to Matthew in 2016.

## Strongest recorded hurricanes in the Atlantic



Source: National Hurricane Center

Irfan Uraizee/Sun Sentinel

The storm diminished as it headed up the spine of the state, bringing some violent weather to Georgia and low-pressure system in Mississippi and bringing a little stormy weather to the northeast before drifting back into the Atlantic Ocean.

### Peak wind gusts by city

City	Peak Wind Gusts (mph)
Naples	Peak Wind Gusts (mph)142
Pembroke Pines	Peak Wind Gusts (mph)109
Miami	Peak Wind Gusts (mph)99
Key West	Peak Wind Gusts (mph)91
Jacksonville	Peak Wind Gusts (mph)86
Fort Lauderdale	Peak Wind Gusts (mph)78
Coral Gables	Peak Wind Gusts (mph)78
Orlando	Peak Wind Gusts (mph)78
St. Petersburg	Peak Wind Gusts (mph)65
Palm Coast	Peak Wind Gusts (mph) 83

## **City of Palm Coast Pre-Incident Preparations**

### **Tuesday September 5, 2017 – 5 days from impact -**

Information was sent to all department directors regarding the City staffing matrix and the expanded assigned personnel.

The following categories have been added. Please review these and your departmental function.

- Customer Service Expansion
- Food group
- Matrix update
- EOC staffing
- PEP tank group
- Chain saw group
- Tanker shuttle
- Roads Passable Group

Staff began the process of lowering the levels of the fresh water canals on August 30. Additional level reduction occurred on September 5<sup>th</sup> and all canal weirs were at wide open on September 6<sup>th</sup>.

Fire organized FD volunteers to begin logistics for food prep and schedule personnel for duty. Captain Garnes secured a pallet of water and 8 cases of Tru-fuel for small engines.

At 2:00pm - City Staff began meeting with the Executive team and members of what would be the Incident Management team to review operations and consider pre-storm preparations. These update discussions continued through Friday for all department directors and team leaders.

### **Wednesday September 6, 2017 – 4 days from impact -**

Email sent to PEP system team to be ready for update and training at the end of the week in preparation for loss of power to the pep areas.

*Good Morning all.*

*If you are receiving this email, you are part of the PEP tank assistance group and assigned to Danny Ashburn in the event we lose FPL power during the storm. This team will support the wastewater division by individually powering residential pep tanks systems so effluent does not flow back into homes.*

*Danny Ashburn will hold the training at the Utility Office in front of the yard bays tomorrow. We will have two sessions that should last around 30 minutes. The morning session will be at 9:00am and the afternoon session will be at 1:30pm. Please plan on attending one of the sessions*

Cubicles at station 25 were ordered to be cleared in preparation for the Customer Call Center moving from City Hall to station 25.

Heavy equipment from Public Works was requested to be staged at each of the fire stations for first push on the day of the storm impact.

Email to all City employees for updating personnel who are assigned to special operations, preparing their personal homes for the impending hurricane and a message from the Emergency Management team in the City.

Mike Marinelli sent an update from Jim Stroz, P.E., District Traffic Operations Engineer - FDOT - District 5 regarding the request for generators and the process in which we can request those if needed.

At 11:00am - Executive meeting at the County EOC to discuss policy and governmental concerns. Update on the erratic path of the storm was discussed.

Email to all City employees for tentative schedule for the event subject to change. This schedule was established prior to the storm moving to the east and had to be reassessed at a later date.

*Tentative Emergency Operations.*

*On Saturday – Kim Small will be opening the Customer Service lines at City Hall from 8:00am to 4:00pm. This will remain open if the call volume increases at the end of the day and requires our attendance. Kim will establish a schedule and reach out to all the CSRs and the backups for coverage.*

*On Sunday Morning at 8:00 – Kim will open the Customer Service center at Fire Station 25 and will continue for 24 hour periods until further notice.*

*On Sunday at 12:00, the EOC staff will assemble to include situational updates from the Fire Chief, City Manager and round table for department directors. Personnel will also be assigned to operations if they have not already been assigned.*

*Also on Sunday, fire crews will staff up at 4:00 pm city wide and will be in place when the worst of the storm is expected to be in our area around 8:00 am on Monday*



*morning. We will experience the effects from this tropical cyclone from Sunday afternoon through Monday afternoon.*

*Although this information coming in is very tentative, the operations crews will be out on Monday doing life safety and clearing roadways. This is the most dangerous part of the storm and crews will be authorized to go into the field when deemed safe by the City fire Chief.*

*Post disaster assessment is expected to start on Tuesday morning and times will be finalized by Steve Flanagan.*

*Again, this timetable is tentative and as best as we can gauge from the information we have received today. We are all susceptible to the changes in a hurricane that is still 800 miles away.*

Travis Greco from Fire to all Fire Employees -

I wanted to send a quick reminder that on Thursday and Friday, September 7<sup>th</sup>-8<sup>th</sup>, I will be making rounds to each station to provide training starting around 0900. There are 2 parts to this training. The 1<sup>st</sup> part covers an overview of staging manager operations for the Lieutenants. The 2<sup>nd</sup> portion will cover a quick walk through of safety and maintenance procedures when using the chainsaw. I will give each Lt. a heads-up before heading to the next station.

#### **Thursday September 7, 2017 – 3 days from impact -**

At 9:00 am – the executive meetings were held at the County EOC for the remaining of the week.

Revised ops plan sent to fire personnel regarding staffing and apparatus.

Tom Hanson completed the PEP training video for training on Friday morning

Discussed housing FCSO personnel during the worst part of the storm and make access for the SWAT truck in station 25.

Apparatus were give water line markers on the side of the engines to identify the height of the truck that will cause the engine to fail.

#### **Friday September 8, 2017 – 2 Days from impact -**

At 11:00, members of the City staff met to overview the work flow for calls into the City Call Center. The final process was determined and included the GIS department to track street clearing.

PEP Team training took place in the morning and in the afternoon to instruct the team about the safety concerns and requirements to assist Utility Wastewater in areas the power was out

Damage Assessment teams prepared damage assessment kits and finalized them in preparation for use.

City representative sent to the County EOC for the day activity.

### **Saturday September 9, 2017 - 1 Day from impact -**

Final day for employees to perform storm preparation at their individual homes.

Customer Service Call Center opened at City Hall while under FPL power. Staff reported light call volume into the afternoon.

Incident Action Plan being written and announcement for all city employee to give their input.

*All City Personnel,*

*Emergency Management team will be writing the Hurricane Irma Incident Action Plan on Saturday. It will be delivered by hard copy to department directors on Sunday morning and electronic copy shortly thereafter to the rest of the city.*

*An IAP is a plan of actions and tasks that need to be accomplished during an operational period. It basically keeps the crews focused on assignments and provide communications information to all City employees. It also identifies as many safety concerns for employees to be aware.*

*If you have any information in your division that should be included in the city wide plan, please forward to me by Saturday afternoon. We will be working on the document through the night to be ready for Sunday Morning.*

Travis Greco completed the Fire training for staging officer to assist with Utility Wastewater if needed.

Final Irma IAP drafted ready and to be reviewed by IC Beadle and Deputy IC Falgout.

Operations meeting with Fire Command staff completed by noon under the direction of Battalion Chief Major. Final assignments were made and staffing changes updated. Tactical channels for City dispatch operations will be establish by Battalion Chief Valentik on 9/10/17 when the City representative is in the County Dispatch Center.

City Representative sent to County EOC for the day.

## **Sunday September 10, 2017**

City Emergency Operations Center opened at 08:00 for all field departments to staff. City Call Center opened at 08:00 to begin handling calls from the storm that would be handled by the Flagler County Sheriff's Office. The call center went 24 hours until further notice. The final Hurricane Irma Incident Action Plan #1 was distributed and operations review completed to include safety message. This IAP was used for the first 48 hours of operations and defines performance by objectives for each department and timelines for completion in the hours from 0-48 hours after the storm moves out.

City representative sent to the County EOC for 24 hour stand by.

Email to all employees - Wastewater Field personnel pulled from responding 12:40pm

*After speaking with Danny Ashburn, all field wastewater personnel that deal with electricity have been pulled in for the duration of the storm. Tanker truck operators are still operating until they feel the need to come in from the weather.*

*Public Work Streets is still in service doing downed trees. We are in contact with Renee Shevlin for regular updates.*

Lift Station maps created by GIS for incoming crews that will need to be assigned to Wastewater after the storm.

Email to all employees regarding wind speed

*Wind speed in the Flagler area is expected to be 44 miles per hour at 4:30 pm.*

*For the crews working in Utility and Public Works, please judge the work being performed with the safety of the City crews. If you feel the crews need to come in, make the call to do so. Fire will continue to run until IC has determined life safety is an issue and the crews will stop County wide.*

Email from Ralph Hand regarding pulling the remaining Utility crews off the street.

*Gerry,*

*As of 4:30pm today we are pulling all techs and tank trucks off the road until tomorrow when all is clear and safe. This also includes the 5 outside contractors that I had tank trucking at pump stations.*

Email to all City Employees regarding station 22 reassignment to station 24

*Station 22 is now unoccupied. They have relocated to station 24 for the duration of the worst part of the hurricane. They will resume coverage in their original zone when the wind speed permits.*

*Fire crews should expect to run calls possibly up to 00:00 this evening and start up again at 07:00 hours on Monday morning. Crews are advised to remain in quarters during those hours to rest up for what will be a busy day tomorrow.*

Email to All City Employees regarding no emergency services for the duration of the strong winds.

*FCSO will be closing the bridges to the barrier island and no traffic will be permitted to the east side of the intracoastal. Station 21 and 24 should expect law enforcement officers to house at these stations until it is safe to run.*

*All fire services will continue to run in their respective zones until Flagler Beach and Flagler County have determined what is a safe time to stop responding. Once they have decided when to stop response, we will follow in turn.*

DRAFT

## **HURRICANE IRMA - AFTER ACTION REPORT RECOMMENDATIONS**

As part of the Hurricane Matthew After Action Report, staff identified several areas in need of improvement and identified those by category and department(s) of responsibility to address those needs. By separating the challenges into categories, they became easier to manage and delegate. Similarly to the Hurricane Matthew response, the response to Hurricane Irma is separated in the same four (4) groups with one (1) additional group and will be combined with the previous report for inclusion and completion. Those groups are:

- Group A - Staffing and Training**
- Group B- Continuity of Operations**
- Group C – Communications**
- Group D - Reporting and Tracking**
- Group E – Debris Removal**

#### **Group A - Staffing and Training**

1. **Stage mechanic at City EOC (or appropriate location) prior to hurricane arrival to ensure that any equipment failures can be addressed.** (Assign to Fire Department / Public Works Department, update MATRIX to identify individuals and update CEMP),
2. **Develop sheltering plan for employees and their families during event and post event.** (Similar and Continued Recommendation from Hurricane Matthew After Action Report, Recommendation 17) (Assign to Fire Department / Parks & Recreation Department, update CEMP)
  - a. Develop a plan to provide shelter service for city employees and their families at City Hall during the storm. Families need to be safe and isolated from general population because of the nature of our work within the community. People in general population may have history with employees.
  - b. Develop a plan for a day care center for employee's children at the community center for after the storm. People will need to be called in for operations and they still have child care needs that will assist in getting the employee back to work. As part of getting the City government back to operations, we need to plan of family needs if the employees are unable to secure day care on their own.
3. **Provide Training on Damage Assessment for consistently in categorizing damage.** There has been training in the past to provide basic understanding of the post-disaster response assessments. City staff should develop annual training with the Property Appraiser's officer for one (1) training source. (Assign to Community Development / EAT Team, Training Component)
4. **Provide refresher training of Points of Distribution (PODs) for City employees.** Although this storm did not require a POD set up, we do have personnel that should be part of their regular training and be ready in the event a POD is needed in the future. Lessons learned

from Hurricane Matthew show there is a need. Unassigned personnel are already identified in the Staffing Matrix to operate at a POD, there needs to be specific training for these personnel. (Assign to Fire Department / EAT Team, Training Component)

5. **Add Customer Service Representative to Fire Dispatch.** The fire dispatchers were receiving information from 911 and the field about trees down/trees on power lines. We were also clearing streets and sending that information to GIS. In addition, Fire Dispatch was providing issues directly to Public Works. Adding a CSR to Fire Dispatch for immediately after the storm to enter the calls into Munis. It will keep the paper running to a minimum and get the info into the field quicker. (Assign to Fire Department / Utility Department, update MATRIX to identify individuals),
6. **Develop ALF Team to communicate with adult living facilities before and after the emergency event.** Other jurisdictions experienced loss of life because lack of emergency power at these facilities. State legislation and/or rules are in progress to require emergency generators. Building, Fire, and Business Tax should coordinate to communicate with these facilities before and after an event. (Assign to Fire, Community Development, and Business Tax, update MATRIX to identify responsible individuals, Update CEMP)
7. **Add sandbag location staffing and training to MATRIX and CEMP.** We had 4 park locations with sand; only two manned with PW staff and sandbags– going forward we should man all 4 locations having sand and sandbags. In addition, we should provide at least one special needs sandbag pickup location with pre-filled sandbags for those unable to fill themselves. (Assign to Fire and Public Works Department, update MATRIX to identify responsible individuals).
8. **Provide refresher training on operating and maintaining tanker trucks.** (Assign to Utility and Public Works Department / EAT Team, Training Component)
9. **Designate pool of employees available for food preparation duties for Public Works Crews and other locations.** Public works administrative staff was unaware of their responsibility to purchase food in advance for storm arrival. After the event, staff from other departments assisted in food preparation and serving. (Assign to Public Works Department and Fire Department, review CEMP prior to event with staff, Update MATRIX to identify available staff).
10. **Continue training on FEMA forms and KRONOS use before, during, and after the event.** Our reporting and tracking was much improved, but staff still wants to continue training to improve even more. (Assigned to Finance, Human Resources/ EAT Team)

## **Group B - Continuity of Operations**

### **11. Advance order, pre-position, and place reasonable limits on sandbag resources for event.**

The City had purchased 20,000 sand bags prior to the approach of Hurricane Irma. 5 days prior to potential impact to our area, the sandbags were completely exhausted. City Utility was able to purchase 5,000 sandbags and Public Works purchased 20,500 sand bags. Specific recommendations include: limit sandbags - 12 per family, purchase additional sandbag locations, pre-order sand and sandbags. (Assigned to Administration, Public Works, and Fire Department / Update CEMP).

### **12. Determine best method for fuel purchasing by Public Works staff during and shortly after the event.**

In order to keep crews working the area assigned, City staff may want to consider using pre-paid gas cards, or other method. (Assigned to Admin and Finance Department, research and develop solution)

### **13. Purchase cots for EOC operations when moved to City Hall.**

Because the volume of people expected to be housed in the public shelters was high, the County Emergency Management was not able to commit to a resource request of 110 cots for the City and County firefighters as well as County Sheriff Deputies housed at station 21 and 24, Fire order and received 60 cots for coverage. Our future operations, Fire will continue to house career/volunteer firefighters, public works heavy equipment operators and Emergency Vehicle Technicians (EVTs), other department's firefighters and FCSO at all stations upon request. Utility already has 30 cots for their operation. Fire Services has purchased 60 cots. If City Hall is expected to be the future base of operation as an EOC, City staff should consider purchasing cots for their facility use. (Assigned to Admin Department, purchase cots when City Hall becomes EOC).

### **14. Improve coordination between departments on impassable streets.**

Need to definitively identify the streets that are impassable or have a reroute around downed trees or high water. This is especially important in areas of the City normally covered by other agencies (South of State Road 100). In addition, historically map streets that are impassable during high-rain events for pre-planning. (Assigned to IT/GIS and Fire Department, Update CEMP, create map of historically impassable streets)

### **15. Pre-order four (4) lift station generators (30KW) through the state of Florida response plan in advance of the event.**

During Irma, the units arrived 2 days after the request and 4 days after the hurricane. Remedy is to order the generators prior to the hurricane so the units are present when we need them. (Assigned to Fire and Utility Department, Update CEMP).

### **16. Pre-order bottled water for City staff and store at various locations in advance of the event.**

(Assigned to Employee Food Group)



## Group C - Communications

17. **Improve communications between Public Works and Fire Crews to ensure resources are utilized to the fullest.** PC Public works posted heavy equipment at each fire station pre storm. The equipment stationed at 22 and 23 were utilized for the first push. Public works did not need the equipment in the other areas. Fire did see areas that could have used the equipment however, it was not called for by the engine company. Continued work on the communications with Public Works at the field level and access to the equipment if fire crews see a need. Keep Heavy equipment operators at the stations to use equipment when fire crews go out first. Public Works comms can be on fire tact channel to hear requests when they are needed. Other PW employees can be called in as needed. (Assigned to Fire and Public Works Department, Update CEMP).
18. **Communicate availability of fuel at fire stations.** Because of a lack of fuel, any outside vendors operating in the City that need fuel for response can go to station 21, 24 or 25 to get fuel. It must be logged by the station officer on duty. (Assigned to Fire Department, Update CEMP).
19. **Continue developing communication and backup communication plan with Flagler County.** Cellular phone service was sporadic at best. Many communications did not go through and some that did was incoherent. Communications with the PCFD representative at the 911 dispatch center was poor. Phone reception was broken and choppy. With the new system under development, added radio training and processes for the 800 system, we can improve in the long term. Short term, more training on multi-channel usage. (Assigned to Communications Team, continued from Hurricane Matthew AAR).
20. **Install and monitor weather stations across the City to improve decision making during and immediately after the event.** Clarification for when emergency responders are to house prior to the storm and when the responders are to return to service was discussed. When the time to initiate the plan came, crews were housed at midnight. At 02:30, it was requested the crews go back out by the fire officers in the dispatch center. PCFD Administration deemed the conditions unsafe with squall lines approaching from the south east. It was later determined the crews would reenter after the final rain band went through the area. At 04:30, the command staff made initial first look and advised the fire crews only can return back to service at 05:00.
  - A. Weather reading were coming from the County via volunteers that would call into his Bob Pickering's office. City of Palm Coast IC did not have access to the winds speed numbers or the personnel collecting the data. PCFD line officers feel the wind at 05:00 were still significant to send people out as early as we did without daylight. Crews report working in and near power lines and trees breaking.
    1. Recommend that mobile weather stations can be used at station 25 and 24 to capture the cross section of the City when calculating winds speed. (since

the start of the report, Engineering and Stormwater purchased a weather monitoring station for the City Hall location. It can be monitored by IC. Fire will look into another station at the north end of the City at station 24 that can also be monitored.)

2. Further recommend a policy be developed within the City to create safe wind speeds for all departments that will be used to release crews. It will only be then, that a PCFD Officer will make the recommendation to City IC as to when it is safe for the crews to enter the field. The City IC can then determine the time for release of the crews.

- B. "I have been given the authorization to install a Rainwise Mark III Weather Station system here at City Hall by Carl and intend to do so at the earliest opportunity. They are available at a discounted rate via Weather Underground, but if we intend on purchasing a number of them additional discounts may be available direct from the manufacturer. I would suggest that if we intend on establishing our own network that we all use the same instrument and a responsible party assigned at each station to attend to it."

<https://www.wunderground.com/wundermap?units=english&rad=1&rad.num=1&rad.spd=25&rad.opa=81&rad.type=00Q&rad.type2=&rad.smo=1&rad.stm=0&sat=0&stormreports=0&svr=0&pix=0&cams=0&tor=0&riv=0&wxsn=0&ski=0&tfk=0&mm=0&ndfd=0&fire=0&firewf=0&extremes=0&hurricane=0&sst=0&livesurge=0&femaeflood=0&tsunami=0&seismicrisk=0&fault=0&fissures=0&fronts=0&dir=1&dir.mode=driving&hur=0> Captain Mike Brennan  
(Assigned to Fire Department, Update CEMP, Install Weather Stations)

21. **Continue to improve issue reporting, coordinator, and resolution.** Also don't know where to put improvement of communications between field assessment personal and reporting (i.e. power pole/trees down on road tap markings? For example, fire indicated they surveyed "all" power lines down on all roads in City but nothing in field indicated this so we might have had duplicates or they missed one or two?. –S Flanagan (Assigned to IT Department, develop technology solution)

#### **Group D - Reporting and Tracking**

22. **Develop additional Public Safety Messages** for the following:

- a. PIO handout for field personnel to use when interacting with citizens.
- b. "Secure your Boat before the storm" PSA / message.
- c. "4 way stop at an intersection" message for before the storm.
- d. "How to file a claim- Insurance carrier, FEMA application and SBA Loan"

23. **Develop public facility damage assessment process for reporting and tracking.** Team assessment teams began operations on Monday morning. Coordination with individual departments for assessment of city facilities should have key contacts and facilities should

be clear with contact information for responsible personnel. (Assigned to Administration Department)

24. **Designate a time period for removal of storm shutters.** A designated time period for removal of 7 days or whatever reasonable time frame following the passing of the storm is deemed appropriate by Fire Administration, the Fire Marshal's office and possibly Code enforcement. For many reasons I believe this area needs to be addressed. Inability for FD ventilation and crew safety when responding to a shutter secured dwelling, Inability for building occupants to self-evacuate and delayed reporting/fire and smoke by the public just to name a few.

#### **Group E – Debris Removal**

25. **Review and evaluate national debris removal bids and contracts.** Because of the scale of Hurricane Irma, resources were limited to assist in debris removal. City staff should evaluate the bids and contracts and determine steps to improve on availability of resources for next event. (Assign to Administration Department)

## Group A - Staffing and Training

Recommendation	Detail	Assigned Responsibility	Action
1	Department Directors serve as Primary Representative at the City EOC to begin emergency operations (12 – 24 hours before event).	Fire Department <b>DONE</b>	<b>CEMP, Page 10, C ORGANIZATION 3.b.</b> Update Comprehensive Emergency Management Plan <b>Recommendations to be presented in Fourth Quarter.</b>
3	Each Department to establish several consistent employees to staff City EOC	Fire Department <b>DONE</b>	<b>CEMP, Page 10, C ORGANIZATION 3.b.</b> Update Comprehensive Emergency Management Plan <b>Currently being review by FD. Expansion of the Matrix will be presented to J Landon and B Falgout by third quarter (Forte and Greco - June 1, 2017) Added to Staffing Matrix, needs to be Completed by department directors. June 27, 2017</b>
4	Update EOC Matrix to ensure up-to-date information and appropriate depth	All Departments <b>DONE</b>	Update EOC Matrix quarterly <b>Currently being review by FD. Expansion of the Matrix will be presented to J Landon and B Falgout by fourth quarter (Forte and Greco - June 1, 2017) June 27, 2017, Staffing Matrix updated to address updating departments – Staffing Matrix lines 6-19 ) CEMP THE CERP, A. General.7, page 7</b>
5A	Command Staff to Meet with Department Director Prior to Event on Staff Resources	Fire Department <b>DONE</b>	<b>CEMP Update Comprehensive Emergency Management Plan (July) CEMP THE CERP, A. General.7, page 7</b>
5B	Clarify Personnel Policies regarding Essential Personnel	Human Resources /Fire Department <b>DONE</b>	Update Personnel Policies regarding Essential Personnel. <b>Personnel have been assigned to most positions, department updates will assign remaining staff. Staffing Matrix Lines 6-19, 44-51, 155-200, 231 – 284 .CEMP F. Policy Statement,1. Limitations page 3</b>
8A	Expand EOC Matrix to include more employees for	Human Resources Department	Update EOC Matrix to identify appropriate personnel. <b>Meeting with C Jessup/ W Cullen June 26 Added 28</b>

	customer service function	<b>DONE</b>	personnel from Finance, HR and Parks. <b>Staffing Matrix Lines 180-203.</b>
8B	Provide annual training for customer service functions	EAT Team <b>DONE</b>	Develop and hold annual training. Cynthia Schweers will be holding training in July with those identified to expand the Staffing Matrix. Completed in August, 2017
12B	Provide annual training for PEP Teams	EAT Team <b>DONE</b>	Develop and hold annual training. Met with D Ashburn, Ralph Hand and Ivan Sanderson the week of June 26. PEP support staff are identified and training Completed in September, 2017
12C	Expand EOC Matrix to include employees for PEP Teams and Resource Dispatch	Fire Department <b>DONE</b>	Update ECO Matrix to identify appropriate personnel Currently expanding Matrix. Will work with D Ashburn in third quarter (Forte and Greco - June 1, 2017) <b>31 Personnel have been identified from the Community Development Department to create 14 team of 2, generator, power cords. Training to be completed in July and August, to include videos, PPT, hands on training. Staffing Matrix Lines 233-288.</b>
18	Expand National Incident Management System (NIMS) training across the organization	EAT Team <b>In Progress Long term</b>	Develop Comprehensive Training Program and Implement FF Greco is now creating a functioning education list for all EOC positions to be completed by fourth quarter (Greco - June 1, 2017). Requirements will be listed in the CEMP plan <b>CEMP – VI. Training and Exercises, B. page 28</b>

## Group B – Continuity of Operations

Recommendation	Detail	Assigned Responsibility	Action
6 7	Designate employee food service responsibility prior to Event	Admin& Eco Dev., Fire, Public Works, and &Utility Departments	<b>CEMP</b> Update EOC Matrix to include specific work location roles and responsibilities. <b>Possibly look at book stored food (Add water in the field) for the first 72 hours. Need more direction from Department Directors. CEMP page 40 and staffing matrix. Team is developed and will be meeting in first quarter 2017-18</b>
12A	Research possible grants for PEP tank electrical upgrades	LMS Committee	Continue to pursue grants
12D	Coordinate with FPL to identify critical PEP areas for priority restoration of power	IT Department, GIS Division <b>In Progress</b>	Provide mapping and data to FPL <b>Danny Ashburn and Cathy Almberg working in conjunction with Mal Locke from FPL to overlay the Critical Infrastructure list with primary lift stations requirements off the same feeder lines.(May 2017)</b>
17	Develop Employee Family Shelter Plan for Emergency Events	Fire Department, Parks and FPC	Coordinate with Flagler County EOC regarding employee family sheltering plan
19	Relocate City EOC from Fire Station #25 to City Hall once a generator is installed	Infrastructure Team	Pursue grant funding and complete capital project <b>Denise Bevin is pursuing grant options for emergency generator at City hall (June 1, 2017) CEMP "THE CITY EMERGENCY RESOPNSE PLAN": C,3, c. City Hall will be utilized as EOC pending back up power to support staff. Page 10</b>

## Group C – Communication

Recommendation	Detail	Assigned Responsibility	Action
9A	Develop software solution to better handle issues, tracking, and close out	IT Department In Progress	Investigate software and technology solutions. IT has been working with Customer Service, Code Enforcement, Streets and Fire Dispatching to create work flow through Munis and the City disaster portal.
9B	Identify personnel to dispatch issues to field crews	Fire Department DONE	Update EOC Matrix to identify personnel for dispatch roles. Matrix Updated by Chief Valentik for Fire MATRIX 46-53
10A	Develop backup plan for phone system	IT Department	Investigate backup phone system to ensure continuity of call center at City Hall location
10B	Coordinate with Flagler County EOC to separate volunteer call takers from City staff	Fire Department	Coordinate with Flagler County EOC on corrective action plan
11	Develop scripted response for customer service roles	Utility Department, Customer Service Division DONE	Develop scripted responses and update annually. Cynthia was able to create a document center. Doug Akins installed a link on the intranet to store needed documents for CSR utilization - <a href="http://intranet/EOCCallCenter/SitePages/Home.aspx">http://intranet/EOCCallCenter/SitePages/Home.aspx</a>
13	Develop plans for alternative communications	Communications Team	Coordinate and work with County IT and EOC staff to develop alternative communications
14	Provide annual refresher training on radio communications	Communications and EAT Teams	Develop and hold annual training
15	Clarify Evacuation Zones and better communicate with residents when mandatory evacuations are ordered	Fire Department In Progress	Coordinate with Flagler County EOC regarding evacuation zones. Meeting held with D Bevin, M Marinelli Forte to discuss scope of sign identifiers in affected areas. Follow up meeting in June to review Evacuation zones and sign quantities to include Sean Costello. (June 2017)



			<p>Firefighters, on July 1 and 2 at supermarkets in the areas of the evacuations zones. Palm Coast handed out 1500 guides. (June 2) Rough list for street signs went to Marinelli and Castello for approvals June 19, 2017. Cynthia and Doug created a “look up” link for Customer Service when a citizen calls in to found out what evacuation zone they are in. (June 28)</p> <p><a href="http://centrality/customerservice/address">http://centrality/customerservice/address</a></p> <p><b>CEMP Updates the location “Direction and Control”. 10 Evacuation Areas. Page 31</b></p>
16	Designate City Incident Commander as responsible to determine clearance for staff to be released after Shelter-in-Place	Fire Department <b>DONE</b>	<p><b>CEMP Update Comprehensive Emergency Management Plan June 19, 2017. 75% completed</b></p> <p><b>CEMP 3 III RESPONSIBILITES, B COPC, 3. INCIDENT COMMAND/ EM, e. page 36</b></p>

### Group D – Reporting and Tracking

Recommendation	Detail	Assigned Responsibility	Action
2	Clarify Shift/Reporting Requirements for City Employees	Finance Department <b>DONE</b>	Confirm and Clarify with FEMA
20	Develop City specific work logs for employees for more efficient FEMA reporting input	Finance Department <b>DONE</b>	Develop work logs and provide training
21	Obtain technology to record geolocations on pictures captured during emergencies	IT Department	Research and obtain technology and/or software

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 11/28/17

<b>Department</b>	PARKS & RECREATION	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
		<b>#</b>
<b>Subject</b>	PRESENTATION ON PROPOSED PARKS AND RECREATION FEE STRUCTURE	
<b>Background :</b>	City Council approved amending the fee structure for Parks and Recreation in 2011. As part of the City Council goals and objectives, the Parks and Recreation Fee Structure should be reviewed every five years. Staff will provide Council with an analysis and recommendation of changes to the fee structure.	
<b>Recommended Action:</b>	Presentation only.	

# City of Palm Coast, Florida

## Agenda Item

Agenda Date: 11/28/2017

<b>Department</b>	PUBLIC WORKS	<b>Amount</b>	\$82,000
<b>Item Key</b>		<b>Account</b>	54225511-063000-55003
<b>Subject</b> RESOLUTION 2017-XX APPROVING A ONE-YEAR PRICE MASTER AGREEMENT WITH HARRIS CULVERT, INC. TO PURCHASE VARIOUS TYPES OF DRAINAGE PIPES			
<b>Background :</b> Public Works Department/Streets and Drainage Division is responsible for replacing various types of drainage pipe throughout the City of Palm Coast as approved in the Fiscal Year 2018 Budget. City staff advertised and solicited bids for or the purchase of various types of drainage pipe needed throughout the year in accordance with the City's Purchasing Policy. Bid specifications required the vendor to deliver and unload pipe directly to the job location within a maximum of three business days from order placement.  City staff recommends that City Council approve a one-year master price agreement with Harris Culvert, Inc. Since this is a master price agreement, City staff will purchase items on an as-needed basis using budgeted funds appropriated by City Council. City staff estimate that the City will spend approximately \$82,000.00 annually under this contract within the City Council approved budgets. The project bid overview and notice of intent to award are attached to this agenda item.			
<b>Recommended Action :</b> Adopt Resolution 2017-XX approving a one-year Master Price Agreement with Harris Culvert, Inc. to purchase various types of drainage pipe.			

**RESOLUTION 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PRICE AGREEMENT WITH HARRIS CULVERT, INC., TO PURCHASE VARIOUS TYPES OF DRAINAGE PIPE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Harris Culvert, Inc., has expressed a desire to provide various types of drainage pipes to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to enter into a price agreement with Harris Culvert, Inc., for the above referenced items.

**NOW, THEREFORE, THE CITY OF PALM COAST, FLORIDA, HEREBY RESOLVES IT AS FOLLOWS:**

**SECTION 1. APPROVAL OF PRICE AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the price agreement with Harris Culvert, Inc., which is attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this \_ day of November 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

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

Attachment: Exhibit "A" – Price agreement with Harris Culvert, Inc., for Pipes

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-SD-17-64 REBID- Culvert Pipes

**Date:** November 1, 2017

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on November 3, 2017

Firm	Bid
<b>Harris Culvert, Inc.</b> Palm Coast, FL	<b>\$121,427.00</b>
<b>Metal Culverts, Inc.</b> Clearwater, FL	<b>NON-RESPONSIVE</b>

The intent of the City of Palm Coast is to award ITB-PW-SD-17-64 to **Harris Culvert, Inc.**

*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.*



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# ITB-PW-SD-17-64 - REBID - Culvert Pipes

## Project Overview

Project Details	
Reference ID	ITB-PW-SD-17-64
Project Name	REBID - Culvert Pipes
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose to solicit bid proposals for a one year contract with a vendor(s) capable of providing various Culvert Pipes for the City's Public Works Department.
Open Date	Sep 27, 2017 8:00 AM EDT
Close Date	Oct 26, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
HARRIS CULVERT INC.		100 pts

## Seal status





Requested Information	Unsealed on	Unsealed by
Pricing Form C.2	Oct 26, 2017 2:20 PM EDT	Jesse Scott
Forms A, B, C.1, D, 1 - 10	Oct 26, 2017 2:20 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Michael Marinelli	Oct 26, 2017 2:27 PM EDT	No
Rose Conceicao	Oct 30, 2017 4:20 PM EDT	No
Jesse Scott	Oct 26, 2017 2:21 PM EDT	No



## Project Criteria

Criteria	Points	Description
Pricing (Form C.2)	100 pts	Pricing Evaluation
Forms	Pass/Fail	Forms A, B, C.1, C.2, D, 1 -10
Specifications	Pass/Fail	Does the items meet the required specifications
<b>Total</b>	<b>100 pts</b>	



## Scoring Summary

### Active Submissions

	Total	Pricing (Form C.2)	Forms	Specifications
Supplier	/ 100 pts	/ 100 pts	Pass/Fail	Pass/Fail
HARRIS CULVERT INC.	100 pts	100 pts (\$121,427.00)	Pass	Pass
Metal Culverts, Inc	0 pts	0 pts (\$9,999,999,999,999.00)	Pass	Pass

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 11/28/2017

<b>Department</b>	PUBLIC WORKS	<b>Amount/</b>	\$120,000.00 from 10015015-052000
<b>Item Key</b>		<b>Account</b>	\$110,000.00 from 10015011-052000
<b>Subject</b>	RESOLUTION 2017XX APPROVING PRICE AGREEMENT WITH HOWARD FERTILIZER & CHEMICAL FOR THE PURCHASE AND DELIVERY OF VARIOUS LANDSCAPE CHEMICALS AND FERTILIZERS FOR THE CITY MEDIANS AND PARK ATHLETIC FIELDS		
<b>Background :</b>	<p>The Public Works Department – Parks and Medians Division is currently responsible for the maintenance of all the City’s landscaped medians and park athletic fields. In order to maintain the level of service we provide, it is necessary to treat the various medians and parks with fertilizers, herbicides, pesticides and miscellaneous chemicals. In an effort to obtain the best pricing and facilitate timely deliveries, staff wishes to enter into agreements to secure the cost and availability of these products, which will be purchased on an as needed basis.</p> <p>City staff advertised and solicited bids in accordance with the City’s Purchasing Policy. City staff recommends that City Council approve a one-year master price agreement with Howard Fertilizer &amp; Chemical. City staff estimate that the City will spend approximately \$230,000.00 annually under this contract within the City Council approved budgets. The project bid overview and notice of intent to award are attached to this agenda item.</p>		
<b>Recommended Action :</b>	Adopt Resolution 2017-XX approving one-year master price agreement with Howard Fertilizer & Chemical to purchase various landscape chemicals and fertilizers.		

## **RESOLUTION 2017-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PRICE AGREEMENT WITH HOWARD FERTILIZER & CHEMICAL., TO PURCHASE VARIOUS TYPES OF LANDSCAPE CHEMICALS & FERTILIZERS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Howard Fertilizer & Chemical., has expressed a desire to provide various types of Landscape Chemicals & Fertilizers to the City of Palm Coast; and

**WHEREAS**, the City Council of the City of Palm Coast desires to enter into a price agreement with. Howard Fertilizer & Chemical, for the above referenced items.

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

**SECTION 1. APPROVAL OF PRICE AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the price agreement with Howard Fertilizer & Chemical., which is attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

**SECTION 5. IMPLEMENTING ACTIONS.** The City Manager or his designee 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 \_ day of November 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

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

Attachment: Exhibit "A" – Price agreement with Howard Fertilizer & Chemical., for Landscape chemicals and fertilizers

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-PFM-18-01 Landscape Chemicals and Fertilizer

**Date:** November 6, 2017

**Appeal Deadline:** Appeals must be Filed by 5:00 PM on November 9, 2017

Please see below for the results by individual Category. As noted in the Bid documents, each line item in a Category grouping must have been bid for the Category grouping to be considered. In the event of a no-bid entry in an individual Category grouping, the Category Bid is considered Non-Responsive.

### HERBICIDES:

Firm	Bid
<b>Howard Fertilizer &amp; Chemical</b> Orlando, FL	<b>\$7,183.96</b>
<b>SiteOne Landscape Supply</b> Cleveland, OH	<b>NON-RESPONSIVE</b>

### FUNGICIDES:

Firm	Bid
<b>Howard Fertilizer &amp; Chemical</b> Orlando, FL	<b>\$5,304.37</b>
<b>SiteOne Landscape Supply</b> Cleveland, OH	<b>NON-RESPONSIVE</b>



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**INSECTICIDES:**

Firm	Bid
<b>Howard Fertilizer &amp; Chemical</b> Orlando, FL	<b>\$1,131.97</b>
<b>SiteOne Landscape Supply</b> Cleveland, OH	<b>NON-RESPONSIVE</b>

**ADJUVANT/SURFACANTS:**

Firm	Bid
<b>Howard Fertilizer &amp; Chemical</b> Orlando, FL	<b>\$359.99</b>
<b>SiteOne Landscape Supply</b> Cleveland, OH	<b>NON-RESPONSIVE</b>

**WETTING AGENTS:**

Firm	Bid
<b>Howard Fertilizer &amp; Chemical</b> Orlando, FL	<b>NON-RESPONSIVE</b>
<b>SiteOne Landscape Supply</b> Cleveland, OH	<b>NON-RESPONSIVE</b>

**GROWTH REGULATORS:**

Firm	Bid
<b>Howard Fertilizer &amp; Chemical</b> Orlando, FL	<b>\$410.00</b>
<b>SiteOne Landscape Supply</b> Cleveland, OH	<b>NON-RESPONSIVE</b>



**FERTILIZERS:**

Firm	Bid
<b>Howard Fertilizer &amp; Chemical</b> Orlando, FL	<b>\$42,794.00</b>
<b>SiteOne Landscape Supply</b> Cleveland, OH	<b>NON-RESPONSIVE</b>

**NEMATOCIDES:**

Firm	Bid
<b>SiteOne Landscape Supply</b> Cleveland, OH	<b>\$1,850.00</b>
<b>Howard Fertilizer &amp; Chemical</b> Orlando, FL	<b>NON-RESPONSIVE</b>

The intent of the City of Palm Coast is to award these Categories of ITB-PW-PFM-18-01 to **Howard Fertilizer & Chemical**:

1. **Herbicides**
2. **Fungicides**
3. **Insecticides**
4. **Adjuvants/Surfacants**
5. **Growth Regulators**
6. **Fertilizers**

The intent of the City of Palm Coast is to award these Categories of ITB-PW-PFM-18-01 to **SiteOne Landscape Company**:

1. **Nematicides**

The intent of the City of Palm Coast is to **NOT** award the **Wetting Agents** Category of ITB-PW-PFM-18-01.

*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 (bfalgout@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.*



# ITB-PW-PFM-18-01 - Landscape Chemicals and Fertilizer

## Project Overview

Project Details	
Reference ID	ITB-PW-PFM-18-01
Project Name	Landscape Chemicals and Fertilizer
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of establishing a one-year contract with a vendor(s) capable of supplying Lawn Fertilizer, Herbicides, Pesticides and Miscellaneous Chemicals.
Open Date	Oct 04, 2017 8:00 AM EDT
Close Date	Oct 31, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
Howard Fertilizer	Scored by category.	98.71 pts



SiteOne Landscape Supply	Scored by Category.	20 pts
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## Seal status

Requested Information	Unsealed on	Unsealed by
Forms A, B, D, 1-10	Oct 31, 2017 2:12 PM EDT	Jesse Scott
Pricing Form C	Oct 31, 2017 2:13 PM EDT	Jesse Scott

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
fred vitagliano	Nov 02, 2017 3:48 PM EDT	No
Rose Conceicao	Nov 08, 2017 4:31 PM EST	No



Jesse Scott	Oct 31, 2017 2:21 PM EDT	No
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## Project Criteria

Criteria	Points	Description
Forms	Pass/Fail	Forms A,B, D and 1-10
Herbicides	20 pts	Category Herbicide
Fungicides	10 pts	Category Fungicides
Insecticides	10 pts	Category Insecticides
Adjuvant/Sufacants	10 pts	Category Adjuvant/Sufacants
Wetting Agents	10 pts	Category Wetting Agents
Nemacides	10 pts	Category Nemacides
Growth Regulators	10 pts	Category Growth Regulators
Fertilizers	20 pts	Category Fertilizers



<b>Total</b>	<b>100 pts</b>	
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## Scoring Summary

### Active Submissions

	Total	Forms	Herbicides	Fungicides	Insecticides
Supplier	/ 100 pts	Pass/Fail	/ 20 pts	/ 10 pts	/ 10 pts
Howard Fertilzer	98.71 pts	Pass	20 pts (\$7,183.96)	10 pts (\$5,304.37)	10 pts (\$1,131.97)
SiteOne Landscape Supply	20 pts	Pass	0.00014 pts (\$999,999,999.00)	0.00005 pts (\$999,999,999.00)	0.00001 pts (\$999,999,999.00)

	Adjuvant/Sufacants	Wetting Agents	Nemacides	Growth Regulators	Fertilizers
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 20 pts
Howard Fertilzer	10 pts (\$359.99)	10 pts (\$999,999,999.00)	8.705 pts (\$2,125.20)	10 pts (\$410)	20 pts (\$42,794.00)





	Adjuvant/Sufacants	Wetting Agents	Nemacides	Growth Regulators	Fertilizers
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 20 pts
SiteOne Landscape Supply	0 pts (\$999,999,999.00)	10 pts (\$999,999,999.00)	10 pts (\$1,850.00)	0 pts (\$999,999,999.00)	0.00086 pts (\$999,999,999.00)

# City of Palm Coast, Florida

## Agenda Item

Agenda Date : 11/28/2017

<b>Department</b>	CONSTRUCTION MANAGEMENT & ENGINEERING	<b>Amount</b>	
<b>Item Key</b>		<b>Account #</b>	FDOT-LAP
<b>Subject</b>	RESOLUTION 2017-XX APPROVING AN EASEMENT WITH THE COLUMBIAN CLUB OF FLAGLER COUNTY, INC. FOR THE OLD KINGS ROAD WIDENING PROJECT		
<b>Background :</b> <p>The widening of Old Kings Road (OKR) from south of Kingswood Drive/Brighton Circle to approximately 1,700-ft. north of Flemingwood Ln. This project will consists of the widening existing two lanes to four lanes with divided median, turn lanes, and sidewalks on each side along with intersection improvements at OKR and Palm Coast Parkway.</p> <p>In June 2015, City Council entered into a Local Agency Program (LAP) Agreement with FDOT. Federal funds available at that time were \$60,000. Subsequent funds became available for this project in June 2016 and the City executed Supplemental 2 to the LAP Agreement increasing the total funds available to the City. The total amount of federal funds for this project is \$1,130,000.00.</p> <p>The City of Palm Coast is in the process of obtaining an easement required for the project from the Columbian Club of Flagler County. Additional right-of-way and easements will be brought to Council for consideration as the project moves along.</p> <p>The Columbian Club of Flagler County accepted the City’s initial appraised offer of \$22,200 for obtaining an easement for approximately 4,103 square feet of property fronting OKR. Acquisition of this easement is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connection.</p> <p>City staff recommends approval of this purchase to help facilitate the construction of the proposed improvements.</p>			
<b>Recommended Action:</b> <p>Adopt Resolution 2017-XX approving an easement for the Old Kings Road widening project from the Columbian Club of Flagler County, Inc.</p>			

**RESOLUTION 2017-\_\_\_\_**  
**COLUMBIAN CLUB OF**  
**FLAGLER COUNTY, INC. EASEMENT**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE EASEMENT WITH THE COLUMBIAN CLUB OF FLAGLER COUNTY, INC. FOR THE OLD KINGS ROAD WIDENING PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the city of Palm Coast is in the process of obtaining easements and additional rights-of-way related to the Old Kings Road Widening Project; and

**WHEREAS**, the City desires to obtain an easement from the Columbian Club of Flagler County, Inc. for the Old Kings Road Widening Project; and

**WHEREAS**, the Columbian Club of Flagler County, Inc. has agreed for the City to obtain an easement for the Old Kings Road Widening Project.

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

**SECTION 1. APPROVAL OF THE CONTRACT FOR PURCHASE AND SALE.**

The City Council hereby approves the terms and conditions of the easement from the Columbian Club of Flagler County, Inc., 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 agreement 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 5th day of December 2017.

**CITY OF PALM COAST, FLORIDA**

*ATTEST:*

\_\_\_\_\_  
MILISSA HOLLAND, MAYOR

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

Attachment: Exhibit A – Easement Columbian Club of Flagler County, Inc.

Approved as to form and legality

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

575-030-27  
RIGHT OF WAY  
08/09

June 15  
Columbian Club of Flagler County  
51 Old Kings Road N  
Palm Coast, FL 32137

ITEM/SEGMENT NO.: N/415964-1  
MANAGING DISTRICT: 5  
F.A.P. NO.:  
STATE ROAD NO.: N/A  
COUNTY: FLAGLER  
PARCEL NO.: 812

Dear Property Owner(s):

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name <i>COLUMBIAN CLUB OF FLAGLER COUNTY, INC</i>	Phone Number <i>386 446-5632</i>
Business Name, if different from above	Phone Number
Address (number, street, and apt. or suite no.) <i>51 OLD KINGS RD., NORTH</i>	<b>OWNERSHIP INTEREST</b> <input checked="" type="checkbox"/> Sole Owner <input type="checkbox"/> Part Owner with _____ % interest <input type="checkbox"/> Not Applicable (Vendor Only)
City, State, and ZIP Code <i>PALM COAST FL 32137</i>	

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

For individuals, this is your social security number (SSN):

For other entities, it is your employer identification number (EIN): *59-3081983*

If you do not have a TIN, see attached instructions for How to get a TIN.

Below, choose one number that accurately describes the business or the individual.

- ☒ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**  
(A corporation formed under the laws of any state within the United states.)
- ☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- ☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- ☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- ☐ **5 - NONCORPORATE RENTAL AGENT**
- ☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- ☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.  
Is income effectively connected with business in the United States? ☐ YES ☐ NO
- ☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

**Certification.**

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here

Title

*[Signature]*  
*PRESIDENT*

Email (optional)

*BOVBIC69@GMAIL*

Date

*10/17/17*

## Business Notice Questionnaire

FORM 575-030-33 - Questionnaire  
RIGHT OF WAY - 02/05  
Page 1 of 1

Item/Segment #: 415964-1  
Sec/Job No.: \_\_\_\_\_  
Managing District: 05  
FAP No.: \_\_\_\_\_  
State Road #: N/A - Old Kings Rd.  
County: Flagler  
Parcel #: 812

Property Owner: COLUMBIAN CLUB OF FLAGLER COUNTY INC.

1. Name of Business: COLUMBIAN CLUB OF FLAGLER COUNTY, INC
2. Owner of Business: COLUMBIAN CLUB OF FLAGLER COUNTY, INC
3. How long have you been in business at this location? \_\_\_\_\_

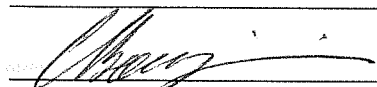
Please Check One: ☒ 5+ years ( ) Whole Take

4. Business street address: 51 OLD KINGS RD, NORTH

City, State, Zip: PALM COAST FL 32137

Telephone Number: 386 446 5632

5. Sole Proprietor ( ) Partnership ( ) Corporation ☒ Franchise ( ) Chain ( )
6. Do you have a lease? NO if yes, is it recorded? \_\_\_\_\_ if not, please provide a copy.
7. Additional Comments: \_\_\_\_\_

  
Business Owner's Signature

CARVER BORGMANN, President  
Printed Name & Title

Survey Date

Date Notice Delivered

Agent Signature

Method of Delivery

Is corporation listed on the corporation screen (sunbiz.org) Yes\_\_\_\_, NO \_\_\_\_ if available printout must be attached with questionnaire?

02/2009, Updated. cissy

## NOTICE TO OWNER

June 15, 2017

Columbian Club of Flagler County  
PO Box 350219  
Palm Coast, FL 32135-0219

ITEM/SEGMENT #:	415964-1
STATE ROAD #:	N/A
COUNTY:	Flagler
PARCEL #:	812

Dear Property Owner,

The City of Palm Coast is planning the following improvement of the above referenced transportation facility:

Old Kings Road Widening

Our research shows you own property needed for this project. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Appraisal and/or Legal Description.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may obtain copies of the City's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the City's acquisition.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the City. As previously mentioned, the City will pay for certain types of services. However, by law, there are limitations placed on what the City can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will find a more thorough discussion of the reimbursement of fees and costs in the enclosed brochure.

We want to negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair market value for your property or help us provide services to you, please let us know. Regardless of whether we can reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

If you experience any problems, please do not hesitate to contact:

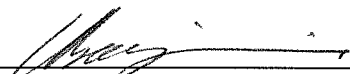
R. Michael Peel, P.E.  
City of Palm Coast  
160 Lake Avenue, Suite 203  
Palm Coast, FL 32164  
(386) 986-4771

Sincerely,

Virginia Smith, MMC, CP  
City Clerk/Paralegal

Enclosures:

Appraisal Report for Parcel 812  
Legal Descriptions and Sketches  
The Real Estate Acquisition Process Brochure

Received by: 

Certified Mail Number:

Date: 10/22/17



## NOTICE TO BUSINESS OWNER

FORM 575-030-33  
RIGHT OF WAY - 02/05  
Page 1 of 2

June 15, 2017

Columbian Club of Flagler County  
PO Box 350219  
Palm Coast, FL 32135-0219

ITEM/SEGMENT #: 415964-1  
STATE ROAD #: N/A  
COUNTY: Flagler  
PARCEL #: 812

Dear Business Owner

The City of Palm Coast is planning the following improvement of the above referenced transportation facility:

Old Kings Road Widening

Our research shows you own a business located on property needed for this project. The following enclosed documents identify the property that is needed:

Legal Description & Sketches

You may be eligible for compensation if your business is damaged as a result of this acquisition. However, there are several conditions your business must meet before you are eligible to receive a business damage payment. This letter, along with the enclosed brochure entitled **The Real Estate Acquisition Process**, explains the eligibility requirements, your rights and options, and the process you must follow in claiming business damages.

The City recognizes that a proposed transportation project, particularly one which requires acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and to make all necessary arrangements. Throughout this process we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law.

**Your receipt of this notice does not entitle you to business damages. By law, in order to qualify for business damages, your business must meet the following conditions:**

- You must hold a real property interest, in the form of a lease, deed, etc., in the portion of the property being acquired by the City.
- The acquisition must be a partial acquisition of the property on which your business is located. If the City acquires all of the real estate on which your business is located, your business will not qualify for payment of damages.
- Your business must have been in operation on the site for at least five years immediately prior to the City's acquisition.
- You must be able to show that any damages you are claiming result directly from the loss of property. The effects of construction activities or other effects incidental to construction are not compensable.

If your business qualifies as described above and you wish to claim business damages, you must submit a good faith written offer to settle your business damage claim to the City no later than 180 days after you receive this notice. Your written offer must be sent by certified mail, return receipt requested to the following address:

City of Palm Coast  
160 Lake Avenue, Suite 213  
Palm Coast, FL 32164

If you do not submit your offer to settle your business damage claim within the specified time your claim may not be allowed in future condemnation proceedings. If you share ownership of the business with others, you should coordinate with the other owners and provide only one business damage claim for the business.

Your business damage offer must include an explanation of the nature, extent and monetary amount of the damages you are claiming. The offer must be prepared by you as the business owner, a certified public accountant or a business damage expert familiar with the nature of the operations of your business. With your offer you must also provide copies of your business records substantiating your good faith offer.

Your rights and options are more fully explained in the enclosed brochure entitled **The Real Estate Acquisition Process**. We encourage you to read this brochure carefully and contact us if you have any questions.

You may be contacted by attorneys, accountants or others requesting a commitment from you to use their services in dealing with the City. The City will pay for certain types of services. However, by law there are limitations placed on what the City can pay. We encourage you to contact us and allow us to fully explain our reimbursement process. You will also find a more thorough discussion of the reimbursement of fees and costs in the attached brochure.

If you have questions about any aspect of our acquisition process, please give us an opportunity to answer them. Regardless of whether we can reach agreement on the amount of damages to your business, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us work with you if you decide to file a claim for business damages. If you experience any problems, please do not hesitate to contact:

R. Michael Peel, P.E.  
City of Palm Coast  
160 Lake Avenue, Suite 203  
Palm Coast, FL 32164  
(386) 986-4771

Sincerely,

Virginia Smith, MMC, CP  
City Clerk/Paralegal

Enclosures:

Questionnaire  
Return Envelope  
Legal Description (and/or right of way map)  
The Real Estate Acquisition Process Brochure

Received by: 

Certified Mail Number:

Date: 10/27/17

# OFFER AND PURCHASE AGREEMENT

ITEM/SEGMENT #: 415964-1  
STATE ROAD #: N/A  
COUNTY: Flagler  
PARCEL #: 812

**Seller:** Columbian Club of Flagler County

**Buyer:** City of Palm Coast, Florida

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

## I. Description of Property

(a) Real property described as: Parcel No 812 (Sketch and Legal description Attached).

(b) Real Estate Purchased: 4,103 sq ft Deed

(c) Buildings, structures, fixtures, and other improvements: N/A

(d) Personal Property: N/A

(e) Outdoor advertising structure(s) permit number(s): N/A

Building, structures, fixtures and other improvements owned by others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been made for these items.

## II. Purchase Price

### (a) Real Property

Land	1. \$	22,200.00
Improvements	2. \$	0.00
Real Estate Damages	3. \$	0.00
(Severance/Cost-to-Cure)		
Total Real Property	4. \$	22,200.00
(b) Total Personal Property	5. \$	0.00
(c) Fess and Costs		
Attorney Fees	6. \$	0.00
Appraiser Fees	7. \$	0.00
_____ Fee(s)	8. \$	0.00
Total Fees and Costs	9. \$	0.00
(d) Total Business Damages	10. \$	0.00
(e) Total of Other Costs	11. \$	0.00

List: \_\_\_\_\_

**Total Purchase Price (Add Lines 4,5,9,10 and 11)** \$ 22,200.00

(f) Portion of Total Purchase Price to be paid to  
Seller by Buyer at Closing \$ 22,200.00

(g) Portion of Total Purchase Price to be paid to \$ 0.00  
Seller by Buyer upon surrender of possession

## III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

(c) Seller shall maintain the property described in **Section I** of the agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.

(d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.

(e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section **337.25 Florida Statutes**.

(f) Seller agrees that the real property described in **Section I** of the agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.

(g) Seller and Buyer agree that a real estate closing pursuant to the terms of the agreement shall be contingent upon delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.26, Florida Statutes**.

(h) Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.

(i) Other: N/A

---

#### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

#### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

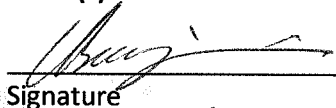
     There is an addendum to this agreement. Page      is made a part of the agreement.

☒ There is not an addendum to this agreement.

**VI.** Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of the agreement.

#### Seller(s)

 10/27/17  
Signature Date

CARMEL BONGIOVANNI  
Type or Print name under signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print name under signature Date

#### Buyer

City of Palm Coast, Florida

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print name under signature

#### VII. Final Agency Acceptance

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Type or Print name under signature

---

This document delivered by \_\_\_\_\_  
Date

This document received by \_\_\_\_\_  
Date



# City of PALM COAST

Community Development Department  
Construction Management & Engineering Division

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3794

Florida Statutes:  
Chapter 517  
Section 286.23

575-030-18  
RIGHT OF WAY  
OGC-02/06

Columbian Club of Flagler County  
PO Box 350219  
Palm Coast, FL 32135-0219

Item/Segment No:	<u>415964-1</u>
District:	<u>5</u>
F.A.P. No:	<u>N/A</u>
State Road No:	<u>N/A</u>
County:	<u>FLAGLER</u>
Parcel No:	<u>812</u>

Dear Property Owner,

**Subject: Public Disclosure  
Notice**

**Section 286.23, Florida Statutes, (F.S.)** requires persons or entities holding real property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity for others to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The City must receive disclosure at least 10 days prior to the real estate closing by which the City acquires the property or within 48 hours after the City deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you complying with the disclosure requirement, we have enclosed a copy of **Section 286.23, F.S.** and an affidavit for you to complete and return to this office at:

City of Palm Coast, 160 Lake Avenue, Palm Coast, FL 32164

***Please Note:***

Are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, Whose interest is for sale to the general public.

If beneficial interests in the property are exempt from disclosure, please so indicate on the enclosed affidavit.

If you have any questions please contact: Mike Peel, (386) 986-4771, [mpeel@palmcoastgov.com](mailto:mpeel@palmcoastgov.com).

Sincerely,

Virginia Smith, MMC, CP  
City Clerk/Paralegal

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit



please recycle

[palmcoastgov.com](http://palmcoastgov.com)

## **Section 286.23, Florida Statutes**

### **286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--**

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

**History.**--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

Item/Segment No.: 415964-1  
District: 5  
F.A.P. No.:  
State Road No.:  
County: FLAGLER  
Parcel No.: 812

**Public Disclosure Affidavit**

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

COLUMBIAN CLUB OF FLAGLER COUNTY, INC.

in the capacity of

Name of corporation, trust, partnership, etc.

PRESIDENT

and; my full name

Affiant's Title (Pres., V.P., Trustee etc.)

and address is

CARMEN BONGIOVANNI

18 PORTICADA LN. Palm Coast, FL 32169

; and

Affiant's Name and Address

COLUMBIAN CLUB OF FLAGLER COUNTY, INC.

holds legal title

Name of corporation, trust, partnership, etc.

to the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

[Signature]  
Affiant's Signature

State of

Florida

County of

Flagler

CARMEN BONGIOVANNI  
Print or Type Name of Affiant

Sworn to and subscribed before me this

27<sup>th</sup>

day of

October

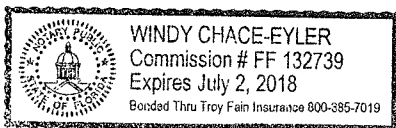
2017

by Carmen Bongiovanni who is personally known to me or who has produced

as identification.

Notary's Signature:

Windy Chace-Eyler  
(Print, type or stamp name of notary public)



**Attachment A**  
**Insert Legal Description**



**Attachment "B"**

Prepared by:  
R. Michael Peel, P.E.  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

Return to:  
City Clerk  
City of Palm Coast  
160 Lake Avenue  
Ste. 203  
Palm Coast, FL 32164

### **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is made and entered into this 27<sup>th</sup> day of October, 2017, by and between Columbian Club of Flagler County whose address is 51 Old Kings Rd., N. ("Licensor") and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida, ("Licensee") whose address is 160 Lake Avenue, Palm Coast, FL 32164.

#### **WITNESSETH:**

WHEREAS, Licensor is the owner of that certain real property located at 51 Old Kings Road, Palm Coast, Flagler County, Florida, Tax ID Number 12-11-30-0000-01010-0020, and more particularly described in Map Book 6, Pages 20 and 21 and incorporated herein by reference (the "Licensor's Property"); and

WHEREAS, Licensee seeks a license to enter a portion of the Licensor's Property more particularly described as Parcel 812 in Exhibit "A" attached hereto and incorporated herein by reference (the "License Area"); and

WHEREAS, the parties desire to set forth the terms and conditions under which Licensee will be permitted to enter, occupy, and use the Licensor's Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

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

**Grant of License and Purpose.** Licensee hereby grants to Licensee a non-exclusive license to occupy and use the License Area subject to the terms and conditions hereof. The License Area may be occupied and used by Licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features, including driveway connections, of the Licensor's Property with the roadway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date of construction start, and continuing until completion of the transportation project, or December 31, 2021, whichever date shall occur first ("Term").

2. Construction and Maintenance. Licensee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Area of the License Agreement. The Licensee shall also, at Licensee's cost and expense, restore, to the extent practical, areas within the License Agreement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.

3. Use. Use of the License Agreement Area and entry upon the Property will at all times conform to and comply with the terms of this Agreement and all applicable governmental regulations now in existence or hereafter created.

4. Warranty of Title. Licensors hereby warrants that: (i) Licensors own the fee simple title to the Property, (ii) Licensors has good right and lawful authority to convey the access granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the License Agreement Area for the purposes contemplated herein.

5. Litigation and Attorneys' Fees. In the event it shall be necessary for Licensors or Licensee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

6. Entire Agreement. The making, execution and delivery of this License Agreement by Licensors has not been induced by any representations, statements, warranties, or agreements other than those contained herein. This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

Windy Chace Eyler

Windy Chace Eyler  
(print)

Ryan Ford  
(print)

LICENSOR

By: Carmen Bongiovanni

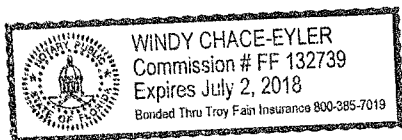
Print name: CARMEN BONGIOVANNI

Title: PRESIDENT

Address: 51 Old Kings Rd No.  
Palm Coast, FL 32137

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2017, by Carmen Bongiovanni the President  
(check one) ☒ who is personally known to me or ☐ who produced  
as identification.



Windy Chace Eyler  
Notary Public - State of Florida  
Print Name: Windy Chace Eyler  
My Commission expires: 7/2/2018

WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

LICENSEE

CITY OF PALM COAST

By: \_\_\_\_\_  
Jim Landon, City Manager

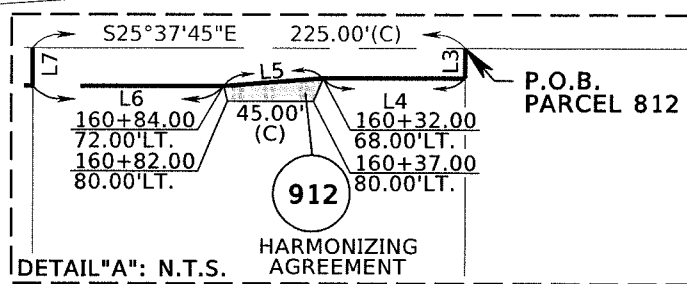
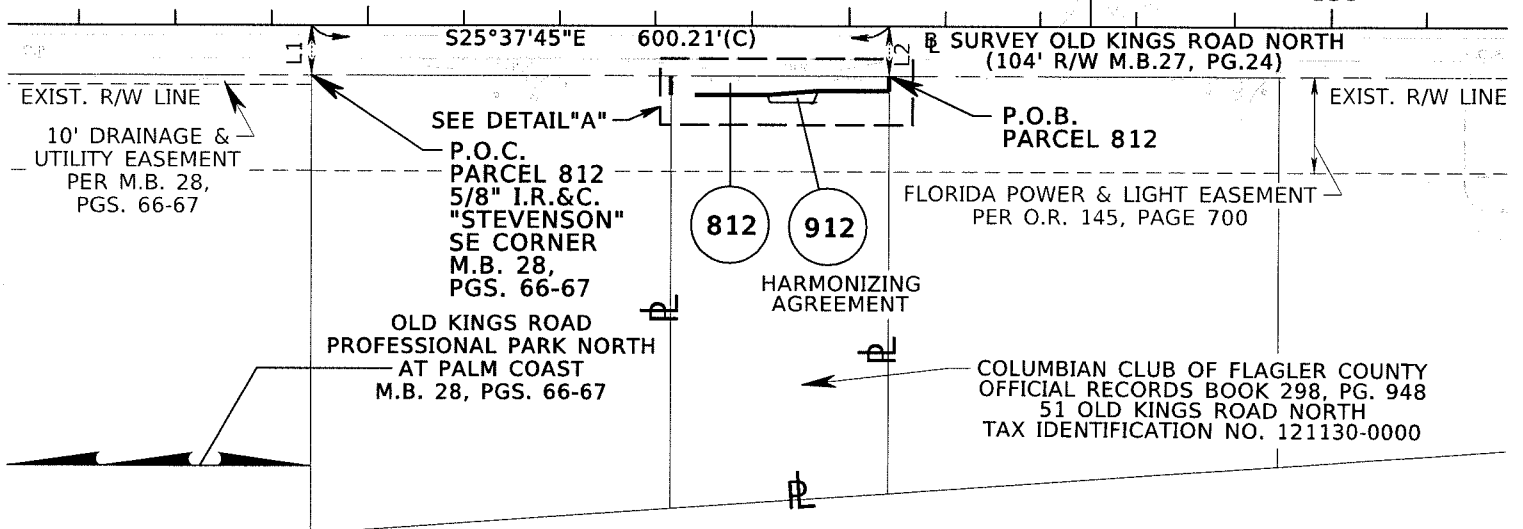
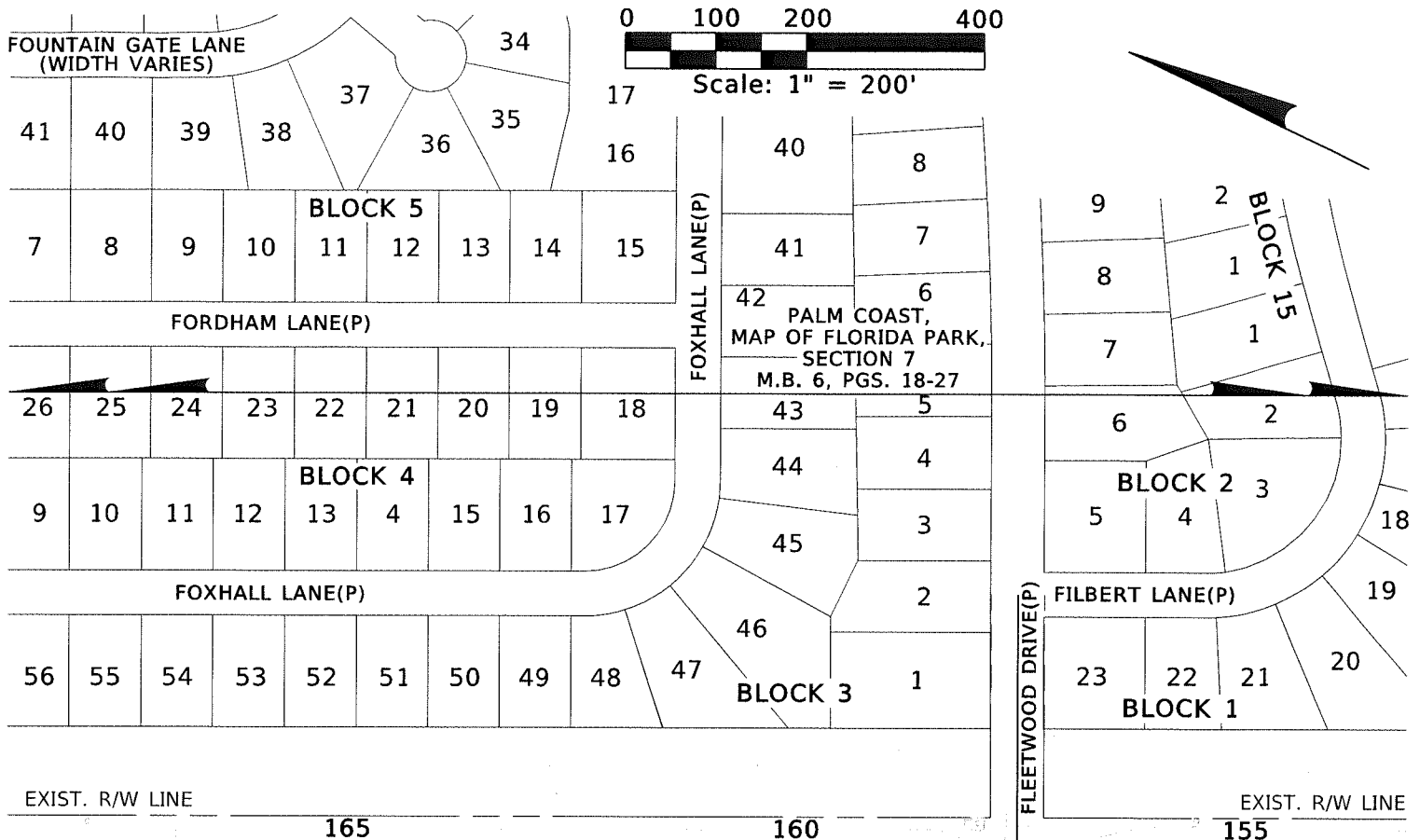
ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



LINE TABLE		
L1	N64°22'15"E	52.00'(C)
L2	S64°22'15"W	52.00'(C)
L3	S64°22'15"W	16.00'(C)
L4	N25°37'45"W	73.33'(C)
L5	N30°01'40"W	52.15'(C)
L6	N25°37'45"W	99.67'(C)
L7	N64°22'15"E	20.00'(C)

				<b>CITY OF PALM COAST, FLORIDA</b>			
				<b>SKETCH AND DESCRIPTION - NOT A FIELD SURVEY</b>			
				<b>OLD KINGS ROAD NORTH - PARCEL 812 &amp; PARCEL 912</b>			
				<b>FLAGLER COUNTY</b>			
		BY		DATE		PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	
		DRAWN		K.SCHMISEK		04-17-17	
		CHECKED		C.FAUST		04-21-17	
REVISION		BY		DATE		DRMP JOB NO. 13-0282.000	
						SECTION N/A	
						SHEET 3 OF 5	

**Parcel 812  
Perpetual Easement  
Old Kings Road North  
Palm Coast, Florida**

A Part Of Section 7, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

**Commence** At A 5/8" Iron Rod With Cap, "Stevenson", Marking The Southeast Corner Of Old Kings Road Professional Park North At Palm Coast, Map Book 28, Pages 66-67 Of The Public Records Of Flagler County, Florida; Being On The Southwesterly Existing Right Of Way Line Of Old Kings Road North (A 104 Foot Right Of Way, As Per Map Book 27, Page 24, Of Said Public Records); Thence North 64°22'15" East, A Distance Of 52.00 Feet To The Baseline Of Survey Of Said Old Kings Road North; Thence South 25°37'45" East, A Distance Of 600.21 Feet; Thence South 64°22'15" West, A Distance Of 52.00 Feet To A Point On Aforesaid Southwesterly Existing Right Of Way Line And The **Point Of Beginning**; Thence South 64°22'15" West, A Distance Of 16.00 Feet; Thence North 25°37'45" West, A Distance Of 73.33 Feet; Thence North 30°01'40" West, A Distance Of 52.15 Feet; Thence North 25°37'45" West, A Distance Of 99.67 Feet; Thence North 64°22'15" East, A Distance Of 20.00 Feet To The Said Southwesterly Existing Right Of Way Line Of Old Kings Road North; Thence South 25°37'45" East, Along Said Southwesterly Existing Right Of Way Line, A Distance Of 225.00 Feet To The **Point Of Beginning**.

Containing 4,103 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 812 & PARCEL 912			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	04-17-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	04-21-17	DRMP JOB NO. 13-0282.000
					SECTION N/A	SHEET 4 OF 5

Prepared by:  
R. Michael Peel, P.E.  
City of Palm Coast

Return to:  
City Clerk  
City of Palm Coast  
160 Cypress Point Parkway, Ste. B-106  
Palm Coast, FL 32164

## **INFRASTRUCTURE EASEMENT AGREEMENT**

**THIS INFRASTRUCTURE EASEMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Columbian Club of Flagler County whose address is 51 Old Kings Rd., N. (“Grantor”) and the **CITY OF PALM COAST**, (“Grantee”) whose address is 160 Lake Avenue, Suite 213, Palm Coast, FL 32164.

### **W I T N E S S E T H:**

WHEREAS, Grantor is the owner of that certain real property located in Palm Coast, Flagler County, Florida, more particularly described as set forth on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public infrastructure easement to, over, under, upon, across and through that certain portion of the Property which is described on Exhibit “B” attached hereto (hereinafter referred to as the “Easement Area”), for the construction, installation, operation, maintenance and repair, and all associated grading and earthwork, by Grantee, or its employees, agents or designees, of public infrastructure to include; roads, storm drainage, signalization, utility lines, mains, pipes, structures, electrical controls, cables and appurtenances (hereinafter referred to as the “Infrastructure”); and

WHEREAS, Grantor warrants that he has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Infrastructure.



3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Infrastructure located within the Easement Area.
4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore, to the extent practical, areas within the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.
6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.
8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.
10. Recordation. The original of this agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.
11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in Exhibit "A" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Infrastructure Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

*Daniel Lamperti*  
DANIEL LAMPERTI  
(print)

*Windy Chace Eyle*  
*Windy Chace Eyle*  
(print)

GRANTOR

By: *Carmen Bongiovanni*

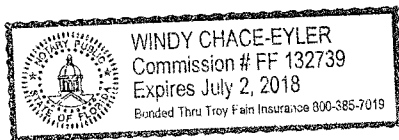
Print name: CARMEN BONGIOVANNI

Title: PRESIDENT

Address:

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 2017, by Carmen Bongiovanni the President  
(check one) ☒ who is personally known to me or ☐ who produced  
as identification.



*Windy Chace Eyle*  
Notary Public - State of Florida  
Print Name: Windy Chace Eyle  
My Commission expires: 7/2/2018

WITNESSES:

\_\_\_\_\_

(print)

\_\_\_\_\_

(print)

GRANTEE

CITY OF PALM COAST

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

Jim Landon, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

\_\_\_\_\_  
Notary Public – State of Florida

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

My Commission expires: \_\_\_\_\_

EXHIBIT "A"

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 12, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE CENTERLINE INTERSECTION OF FLEETWOOD DRIVE (60' R/W) WITH OLD KINGS ROAD (104' R/W), ALL ACCORDING TO THE "SUBDIVISION MAP FLORIDA PARK - SECTION 7 AT PALM COAST" AS RECORDED IN MAP BOOK 6, PAGES 20 AND 21 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 25°37'42" WEST ALONG SAID CENTERLINE OF OLD KINGS ROAD 210.71 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 64°22'18" WEST 152.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF A 100.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 145, PAGE 0700 OF SAID PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE LEAVING SAID EASEMENT CONTINUE SOUTH 64°22'18" WEST 336.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 95 (300' R/W); THENCE NORTH 29°43'07" WEST ALONG SAID RIGHT-OF-WAY 225.57 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 64°22'18" EAST 353.03 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE SOUTH 25°37'42" EAST 225.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND

A PARCEL OF LAND LYING IN GOVERNMENT SECTION 12, TOWNSHIP 11 SOUTH, RANGE 30 EAST, BEING A PORTION OF A 100.00 FOOT WIDE EASEMENT TO FLORIDA POWER AND LIGHT, RECORDED IN OFFICIAL RECORDS BOOK 145, PAGE 0700 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE BEING THE CENTERLINE INTERSECTION OF FLEETWOOD DRIVE (60' R/W) WITH OLD KINGS ROAD (104' R/W), ALL ACCORDING TO THE "SUBDIVISION MAP FLORIDA PARK - SECTION 7 AT PALM COAST" AS RECORDED IN MAP BOOK 6, PAGES 20 AND 21 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 25°37'42" WEST ALONG SAID CENTERLINE OF OLD KINGS ROAD 210.71 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 64°22'18" WEST 52.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID OLD KINGS ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID RIGHT-OF-WAY CONTINUE SOUTH 64°22'18" WEST 100.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID FLORIDA POWER AND LIGHT EASEMENT; THENCE NORTH 25°37'42" WEST ALONG SAID WESTERLY BOUNDARY OF EASEMENT 225.00 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY OF EASEMENT NORTH 64°22'18" EAST 100.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SAID OLD KINGS ROAD; THENCE SOUTH 25°37'42" EAST 225.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

**Parcel 812  
Perpetual Easement  
Old Kings Road North  
Palm Coast, Florida**

**Exhibit B**

A Part Of Section 7, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

**Commence** At A 5/8" Iron Rod With Cap, "Stevenson", Marking The Southeast Corner Of Old Kings Road Professional Park North At Palm Coast, Map Book 28, Pages 66-67 Of The Public Records Of Flagler County, Florida; Being On The Southwesterly Existing Right Of Way Line Of Old Kings Road North (A 104 Foot Right Of Way, As Per Map Book 27, Page 24, Of Said Public Records); Thence North 64°22'15" East, A Distance Of 52.00 Feet To The Baseline Of Survey Of Said Old Kings Road North; Thence South 25°37'45" East, A Distance Of 600.21 Feet; Thence South 64°22'15" West, A Distance Of 52.00 Feet To A Point On Aforesaid Southwesterly Existing Right Of Way Line And The **Point Of Beginning**; Thence South 64°22'15" West, A Distance Of 16.00 Feet; Thence North 25°37'45" West, A Distance Of 73.33 Feet; Thence North 30°01'40" West, A Distance Of 52.15 Feet; Thence North 25°37'45" West, A Distance Of 99.67 Feet; Thence North 64°22'15" East, A Distance Of 20.00 Feet To The Said Southwesterly Existing Right Of Way Line Of Old Kings Road North; Thence South 25°37'45" East, Along Said Southwesterly Existing Right Of Way Line, A Distance Of 225.00 Feet To The **Point Of Beginning**.

Containing 4,103 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 812 & PARCEL 912			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	
			DRAWN	K.SCHMISEK	04-17-17	DATA SOURCE: 13-0282.000
			CHECKED	C.FAUST	04-21-17	SCALE: N/A
REVISION	BY	DATE	DRMP JOB NO. 13-0282.000			
			SECTION N/A			SHEET 4 OF 5

**City of Palm Coast, Florida**  
**Agenda Item**

Agenda Date : 11/28/2017

<b>Department</b>	CITY CLERK	<b>Amount</b>
<b>Item Key</b>		<b>Account</b>
		<b>#</b>
<b>Subject</b>	CALENDAR/WORKSHEET	
<b>Background :</b>		
<b>Recommended Action :</b>		



## Meeting Calendar for 11/29/2017 through 12/31/2017

**11/29/2017 5:30 PM**

Citizens' Advisory Task Force  
City Hall

**12/5/2017 10:00 AM**

Animal Control Hearing  
City Hall

**12/5/2017 6:00 PM**

City Council  
City Hall

**12/6/2017 10:00 AM**

Code Enforcement Board  
City Hall

**12/7/2017 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**12/12/2017 9:00 AM**

City Council Workshop  
City Hall

**12/19/2017 9:00 AM**

City Council  
City Hall

**12/20/2017 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

#	File #	Item	Title	Staff
			<b>Business Meeting 12/05/2017</b>	
1		Resolution	Landscape Chemicals and Fertilization Purchase Agreement	Abreu
2		Resolution	Culvert Pipes Purchase Agreement	Abreu
3		Resolution	Parks N Rec Fees	Boyer
4		Resolution	Purchase ROW Old Kings Road-Columbian Club	Flanagan/Peel
5		Presentation	Video awards	Lane
6		Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
7		Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
8		Ordinance	Rezoning Roberts Road - Smith Properties	Papa
9		Ordinance 1st	Amendment to FLUM Roberts Road	Papa
10		Ordinance 2nd	Marina Del Palma FLUM	Papa
11		Ordinance 2nd	Marina Del Palma Rezoning	Papa
			<b>Workshop 12/12/2017</b>	
1		Resolution	Installation/Replacement Pep Tanks	Adams/Ashburn
2		Resolution	Purchase of Micro C for Wastewater Treatment Plant #2	Adams/Ashburn
3		Resolution	Belle Terre/US 1 and Wellfield/US 1 Intersection Improvements	Castello/Cote
4		Resolution	Roadway Striping Services Agreement	Castello
5		Resolution	Design Signal Belle Terre/Market Ave	Castello/Cote
6		Resolution	LAP Agreement Lakeview Blvd	Cote
7		Ordinance	Charter Amendment Draft Ordinance (if any)	Council
8		Discussion	City Manager RFP Summation	Council
9		Resolution	CDBG Annual Report	Papa
			<b>Business 12/19/2017</b>	
1		Resolution	Installation/Replacement Pep Tanks	Adams/Ashburn
2		Resolution	Purchase of Micro C for Wastewater Treatment Plant #2	Adams/Ashburn
3		Presentation	2017 Annual Intracoastal Waterway Cleanup Event Results	Bevan
4		Resolution	Roadway Striping Services Agreement	Castello
5		Resolution	Design Signal Belle Terre/Market Ave	Castello/Cote
6		Resolution	Belle Terre/US 1 and Wellfield/US 1 Intersection Improvements	Castello/Cote
7		Resolution	LAP Agreement Lakeview Blvd	Cote
8		Ordinance	Charter Amendment Draft Ordinance (if any)	Council
9		Resolution	CDBG Annual Report	Papa
			<b>Future</b>	



<b>1</b>		Resolution	Annual Fire Inspection Fees	Alves
<b>2</b>		Resolution	WTP #1 Lime Sludge Removal, Hauling and Disposal	Adams
<b>3</b>		Resolution	WTP #1 Lime Slaking System Replacement	Adams
<b>4</b>		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Adams/Ashburn
<b>5</b>		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Adams/Ashburn
<b>6</b>		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan
<b>7</b>		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
<b>8</b>		Ordinance	Draft charter amendments (1/9/2018)	Council
<b>9</b>		Ordinance 1st	Charter amendments (1/16/2018)	Council
<b>10</b>		Ordinance 2nd	Charter amendments (2/6/2018) for General Election	Council
<b>11</b>		Resolution	Property Exchange NECGA	Falgout
<b>12</b>		Resolution	Purchase Fire Truck	Forte
<b>13</b>		Presentation	Health and Safety Calendar Contest	Mini
<b>14</b>		Ordinance 1st	Coastal Trace FLUM	Papa
<b>15</b>		Ordinance 1st	Coastal Trace Rezoning	Papa
<b>16</b>		Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
<b>17</b>		Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
<b>18</b>		Ordinance	Rezoning Roberts Road - Smith Properties	Papa
<b>19</b>		Resolution	FiberNet	Streischsbier
<b>20</b>		Ordinance	Wireless Master Plan	Streischsbier

# HURRICANE IRMA AFTER ACTION REPORT



# Overview

- Hurricane Irma
- City Response
- After Action Recommendations



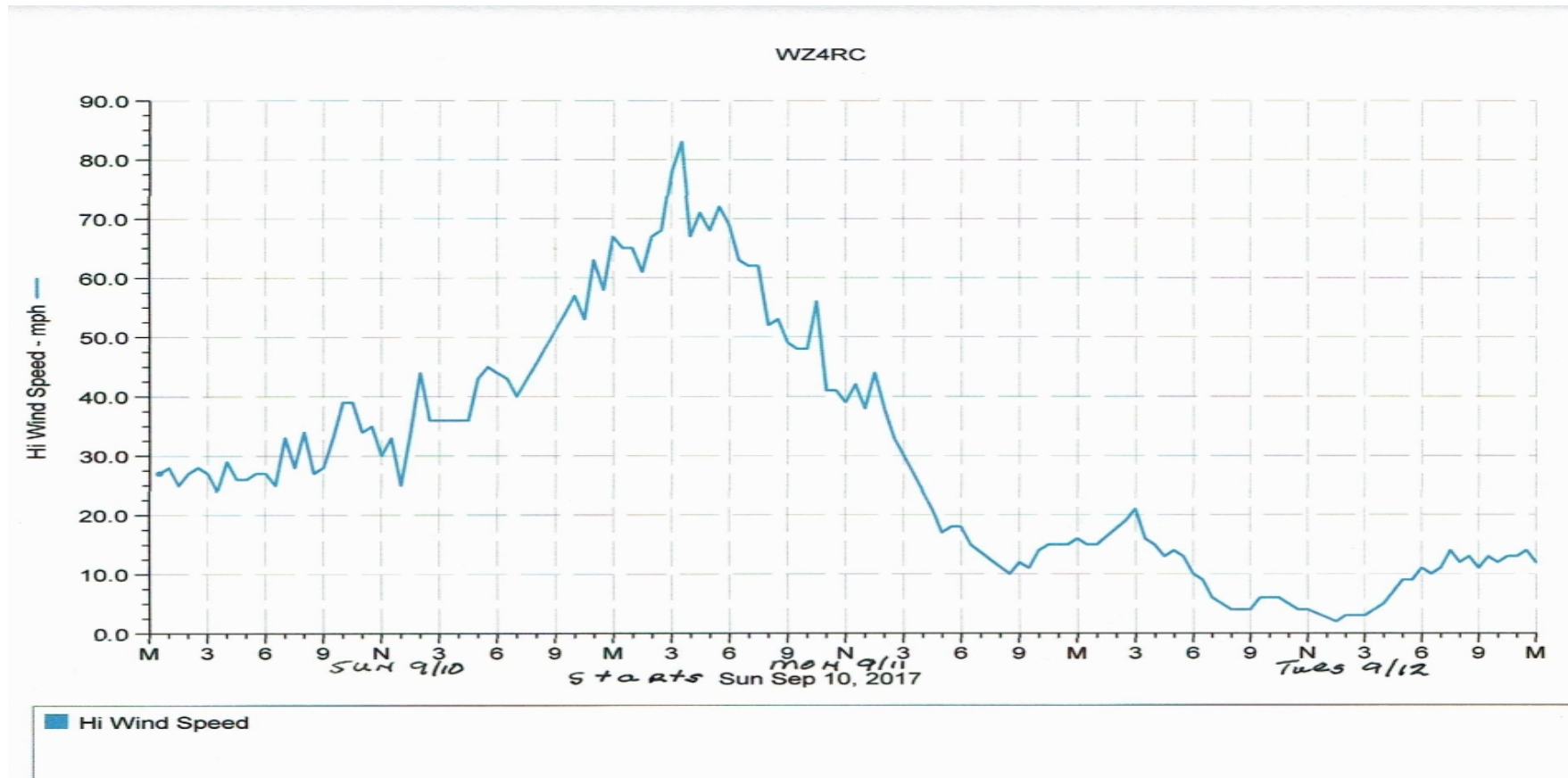
# Overview of Hurricane Irma

- On August 30, Tropical Storm Irma formed east of the Leeward Islands in the central Atlantic Ocean. Within one day, the storm rapidly grew to a category 3 with a path projected along the “saint” islands in the north Caribbean Sea.
- After skirting Cuba, Hurricane Irma made first landfall in the Florida Keys as a Category 4 at 03:00 on September 9, ripping off roofs and flooding coastal cities. A second landfall near Marco Island at 3:35pm was made on September 10<sup>th</sup> as a Category 3 and moved into central Florida weakening significantly after knocking out power to 6.8 million people..





- The post hurricane report from the Flagler EOC, the most significant winds at Flagler Beach occurred from 11:00 pm on September 10<sup>th</sup> to 6:00am on September 11<sup>th</sup>.

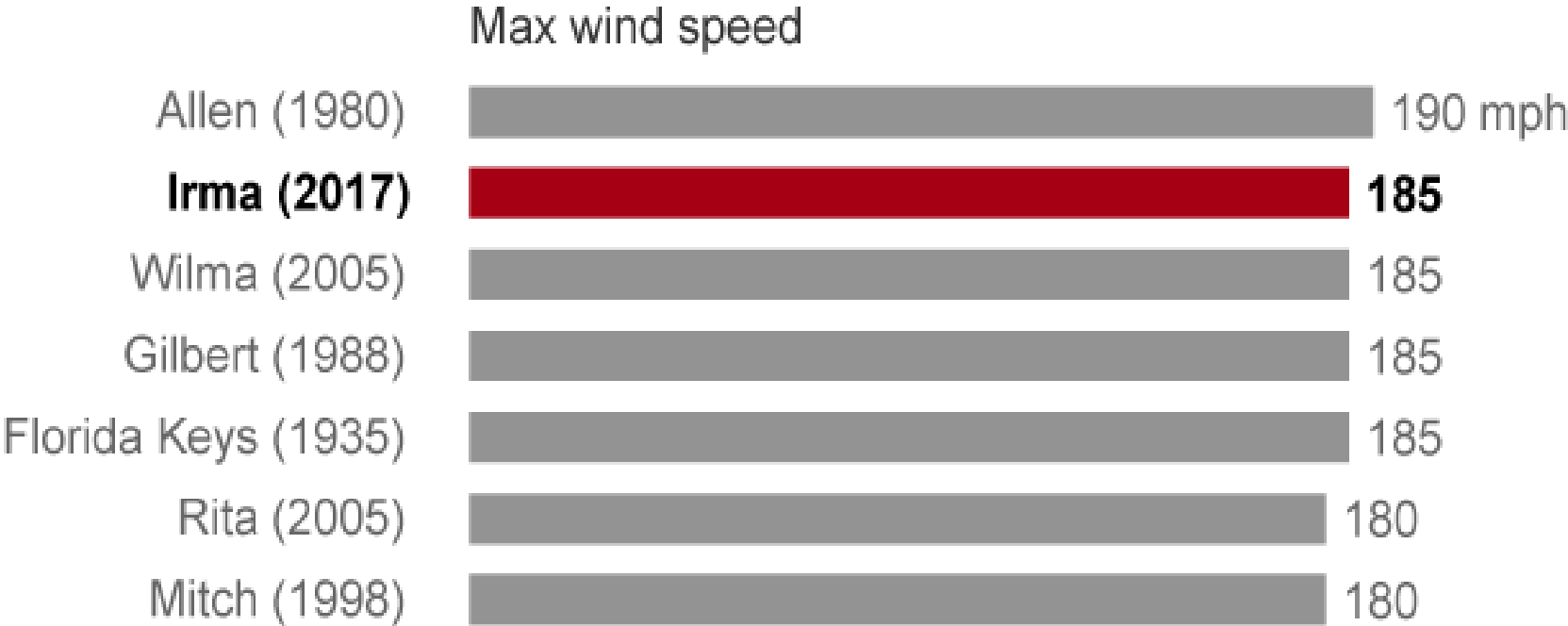


# Hurricane Irma Perspective

- On September 5<sup>th</sup>, 2017, the National Hurricane Center concluded several points regarding Hurricane Irma.
  - The wind speed was sustained at a category 5 hurricane from September 5 to 8, more than 72 hours.
  - Irma was the strongest hurricane in the Atlantic basin outside of the Caribbean Sea and Gulf of Mexico as long as the NHC has had records.
  - There was 100% chance the storm was going to affect Florida with either a direct coastal hit or at a minimal, glancing blow similar to Matthew in 2016.



# Strongest recorded hurricanes in the Atlantic



Source: National Hurricane Center

Irfan Uraizee/Sun Sentinel

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# CITY RESPONSE





# Tuesday September 5, 2017 – 5 days from impact -

- Information was sent to all department directors regarding the City staffing matrix and the expanded assigned personnel.
- Staff began the process of lowering the levels of the fresh water canals on August 30.
- Fire organized FD volunteers to begin logistics for food prep and schedule personnel for duty.
- City Staff began meeting with the Executive team and members of what would be the Incident Management team to review operations and consider pre-storm preparations.



# Thursday September 7, 2017 – 3 days from impact

- Executive meetings were held at the County EOC for the remaining of the week.
- Revised ops plan sent to fire personnel regarding staffing and apparatus.
- Discussed housing FCSO personnel during the worst part of the storm and make access for the SWAT truck in station 25.
- Apparatus were give water line markers on the side of the engines to identify the height of the truck that will cause the engine to fail.



# Friday September 8, 2017 – 2 Days from impact



- Members of the City staff met to overview the work flow for calls into the City Call Center.
- PEP Team training took place
- Damage Assessment teams prepared damage assessment kits and finalized them in preparation for use.
- City representative sent to the County EOC for the day activity.



# Saturday September 9, 2017

## - 1 Day from impact



- Final day for employees to perform storm preparation at their individual homes.
- Customer Service Call Center opened at City Hall while under FPL power. Staff reported light call volume into the afternoon.
- Incident Action Plan written and announcement for all city employee to give their input.
- Completed the Fire training for staging officer to assist with Utility Wastewater if needed.
- Final Irma IAP drafted ready and to be reviewed by IC Beadle and Deputy IC Falgout.
- Operations meeting with Fire Command City Representative sent to County EOC for the day



# Sunday September 10, 2017



- City Emergency Operations Center opened at 08:00 for all field departments to staff.
- City Call Center opened at 08:00 to begin handling calls from the storm that would normally be handled by the Flagler County Sheriff's Office. The call center went 24 hours until further notice.
- The final Hurricane Irma Incident Action Plan #1 was distributed and operations review completed to include safety message.
  - This IAP was used for the first 48 hours of operations and defines performance by objectives for each department and timelines for completion in the hours from 0-48 hours after the storm moves out.
- City representative sent to the County EOC for 24 hour stand by.



# Sunday September 10, 2017

## Communications about field operations

- Wastewater Field personnel pulled from responding 12:40pm
- Emails
  - To all employees regarding wind speed - *Wind speed in the Flagler area is expected to be 44 miles per hour at 4:30 pm.*
  - Email from Ralph Hand regarding pulling the remaining Utility crews off the street.
  - Email to all City Employees regarding station 22 reassignment to station 24
  - Email to All City Employees regarding no emergency services for the duration of the strong winds.
  - *FCSO will be closing the bridges to the barrier island and no traffic will be permitted to the east side of the intracoastal. Station 21 and 24 should expect law enforcement officers to house at these stations until it is safe to run.*
  - *All fire services will continue to run in their respective zones until Flagler Beach and Flagler County have determined what is a safe time to stop responding. Once they have decided when to stop response, we will follow in turn.*



# RECOMMENDATIO



# Recommendation

- As part of the Hurricane Matthew After Action Report, staff identified several areas in need of improvement and identified those by category and department(s) of responsibility to address those needs.
- By separating the challenges into categories, they became easier to manage and delegate. Those groups are:
  - **Group A - Staffing and Training**
  - **Group B- Continuity of Operations**
  - **Group C – Communications**
  - **Group D - Reporting and Tracking**
  - **Group E – Debris Removal (new)**





# Group A - Staffing and Training

1. Stage mechanic at City EOC (or appropriate location)
2. Develop sheltering plan for employees and their families during event and post event
3. Provide Training on Damage Assessment for consistency in categorizing damage
4. Provide refresher training of Points of Distribution (PODs) for City employees
5. Add Customer Service Representative to Fire Dispatch



# Group A - Staffing and Training

6. Develop ALF Team to communicate with adult living facilities before and after the emergency event
7. Add sandbag location staffing and training to MATRIX and CEMP
8. Provide refresher training on operating and maintaining tanker trucks
9. Designate pool of employees available for food preparation duties for Public Works Crews and other locations
10. Continue training on FEMA forms and KRONOS use before, during, and after the event



# Group B - Continuity of Operations

11. Advance order, pre-position, and place reasonable limits on sandbag resources for event
12. Determine best method for fuel purchasing by Public Works staff during and shortly after the event
13. Purchase cots for EOC operations when moved to City Hall
14. Improve coordination between departments on impassable streets
15. Pre-order four (4) lift station generators (30KW) through the state of Florida response plan in advance of the event
16. Pre-order bottled water for City staff and store at various locations in advance of the event



# Group C - Communications

- 17. Improve communications between Public Works and Fire Crews to ensure resources are utilized to the fullest
- 18. Communicate availability of fuel at fire stations
- 19. Continue developing communication and backup communication plan with Flagler County
- 20. Install and monitor weather stations across the City to improve decision making during and immediately after the event
- 21. Continue to improve issue reporting, coordination, and resolution



# Group D - Reporting and Tracking



22. Develop additional Public Safety Messages

23. Develop public facility damage assessment process for reporting and tracking

24. Designate a time period for removal of storm shutters



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# Group E – Debris Removal



25. Review and evaluate national debris removal bids and contracts



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# HURRICANE IRMA AFTER ACTION REPORT



# Parks & Recreation

2018 Fee Structure Update  
Facilities

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# Overview

- *Why Charge Fees*

## *Venues*

- *Community Center Fees*
- *Park Pavilion Fees*



# Why Charge fees?

- *Why charge fees?*

- **Exclusivity of Use** – Customer is requesting reservation of a facility. (e.g., pavilion reservation, field reservation, meeting room reservation etc.)
- **Reimbursement for services requested** – Customer request a City service. (e.g., field lining, increased garbage collection, lighting)
- **Program Registration** – Program presented by the Palm Coast Parks and Recreation Department
- **Participation or Registration Fee** – Customer reserves a facility to conduct a program/event/seminar that is open to the public, but a fee is being charged to the participant



# Community Center Fees



# Palm Coast Community Center

Open 2018



## Community Center

2018

- Activity Room 115- Seating max 45
- Room 101- Seating max 125
- Room 116- Seating max 175
- Room 112- Seating max 225



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# Comparable Facilities

2018 Proposal



	Deposit	Daily Fee Resident	Alcohol Fee
Flagler Co Community Center	\$100	\$20hr/\$120day	\$50
Elks Lodge	\$100	\$250 4hr Block	Cash Bar
Columbian Club	N/A	\$100/hr	N/A
Flagler Chamber	N/A	\$150/2hr	N/A
Hilton Garden Inn	N/A	\$75/hr	Cash Bar
Palm Coast VFW		\$300 Day	Cash Bar



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# Community Center

2011 Recommendations NO Changes



Current 2011 Non-Profit	Proposed 2011 Non-Profit	Rooms/Services	Current 2011 For Profit	Proposed 2011 For Profit
\$15/hr	\$15/hr	Room 102	\$18/hr	\$25/hr
\$15/hr	\$15/hr	Room 109	\$18/hr	\$25/hr
\$25	\$25	Alcohol Permit	\$25	\$25
\$50	\$50	Security Deposit	\$50	\$50
\$50/\$35/\$5	\$50/\$35/\$5	Equipment Rental	\$50/\$35/\$5	\$50/\$35/\$5
\$25/\$37.50	\$25/\$37.50	Room Set Up	\$25/\$37.50	\$25/\$37.50



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# Community Center

2018 Proposed rates Business Hours



Current Non-Profit	Proposed 2018 Non-Profit	Rooms/Services	Current For Profit	Proposed 2018 For Profit	Market Rate
\$15/hr	\$15/hr	Activity Room	\$25/hr	\$25/hr	N/A
\$15/hr	\$20/hr	Room 102	\$25/hr	\$30/hr	\$75-\$100/hr
N/A	\$25/hr	Room 116	N/A	\$35/hr	\$75-\$100/hr
N/A	\$35/hr	Room 112	N/A	\$45/hr	\$75-\$100/hr
\$50	\$100	Security Deposit (Refundable)	\$50	\$100	
\$50/\$75 optional	\$37.50/\$50 Required	Room Set Up	\$50/\$75 optional	\$37.50/\$50 Required	\$50



\*Equipment fee is now part of room rentals

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# Community Center

2018 Proposed rates After hour/Weekend rates

Current Non-Profit	Proposed 2018 Non-Profit	Rooms/Services	Current For Profit	Proposed 2018 For Profit	Market Rate
\$15/hr	\$20/hr	Activity Room	\$25/hr	\$35/hr	N/A
\$15/hr	\$25/hr	Room 101	\$25/hr	\$40/hr	\$75-\$100/hr
N/A	\$30/hr	Room 116	N/A	\$45/hr	\$75-\$100/hr
N/A	\$175 (4hr block min)	Room 112	N/A	\$200 (4hr block min)	\$400
\$50	\$100	Security Deposit (Refundable)	\$50	\$100	\$100
\$50/\$75 optional	\$37.50/\$50 Required	Room Set Up	\$50/\$75 optional	\$37.50/\$50 Required	



\*Equipment fee is now part of room rentals  
Alcohol Permit \$50 (Insurance Required)

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# Park Pavilion Fees



# Park Pavilions

2011 Proposal NO Change



	Deposit	Daily Reservation	Alcohol Fee	Paired with Field
Belle Terre Park	\$50	\$25	N/A	Yes
Holland Park	\$50	\$25	\$25	Yes
Linear Park	\$50	\$25	N/A	N/A
Ralph Carter Park	\$50	\$25	N/A	Yes
Seminole Woods Park	\$50	\$25	N/A	Yes
Hero's Memorial Park	\$50	\$25	N/A	N/A
Waterfront Park	\$50	\$25	N/A	N/A
*Central Park	\$50	\$25	\$25	N/A



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# Park Pavilions

2018 Proposal



	Deposit	Daily Reservation	Alcohol Fee	Paired with Field
Belle Terre Park	\$50	\$25	N/A	Yes
Holland Park	\$50	\$25/\$50	\$50	Yes
Linear Park	\$50	\$25	N/A	N/A
Ralph Carter Park	\$50	\$25	N/A	Yes
Seminole Woods Park	\$50	\$25	N/A	Yes
Hero's Memorial Park	\$50	\$25	N/A	N/A
Waterfront Park	\$50	\$25	N/A	N/A
*Central Park	\$100	\$50	\$50	N/A



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**THANK YOU**

Questions?

# Parks & Recreation

2018 Fee Structure Update

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Annual Passes & Programs



# Overview

## *Annual Passes*

- *Pool Passes*
- *Tennis Center Passes*
- *Golf Course Passes*



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# Pool Pass Holder Fees



# Pool Rates

2018 proposed rates NO Change

2011	Current	Twilight	Admission Options Daily Pass	2018 Proposed
Free	Free	Free	Children under 2	No Change
\$3	\$3	\$1.50	Youth 2-17	No Change
\$4	\$4	\$2	Adult 18+	No Change
\$3	\$3	\$1.50	Seniors 65+	No Change



\*Hours of operation depend on daily weather conditions and subject to change.

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# Pool Rates

2018 proposed rates

2011	Current	Admission Options Seasonal Pass	Proposed
N/A	\$250	Family	No Change
N/A	\$150	Limited Family	No Change
N/A	\$120	Individual (2-64)	No Change
	\$75	Senior Individual (65+)	No Change



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# Pool Rates

2018 proposed rates



2011	Current	Admission Options Quarterly Pass	Proposed
\$110	\$110	Family	No Change
\$70	\$70	Limited Family	No Change
\$50	\$50	Individual (2-64)	No Change



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# Pool Rates

2018 proposed rates

2011	Current	Admission Options Monthly Pass	Proposed
N/A	N/A	Limited Family	\$45
N/A	\$25	Individual	\$25



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# Tennis Pass Holder Fees



# Tennis Center Rates

Current Rates



2011	Current	Admission Options Annual Pass	
\$749	\$578	Family	
\$642	\$810	Couples	
\$513	\$578	Singles	
\$374.50	N/A	Senior	
\$149.80	\$300	Junior	



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# Tennis Center Rates

2018 proposed rates



Current Rate X Pass Holder	Total Revenue	Admission Options	Proposed	Market Rate
<b>\$875 X 1</b>	\$875	Family	Discontinue	\$975-\$1300
<b>\$810 x 23</b>	\$18,630	Couples	Discontinue	
<b>\$578 X 90</b>	\$52,020	Single	\$550	\$500-\$750
<b>\$315 X 1</b>	\$315	Junior	\$149	
Total 140	\$71,840	Approximate Total	\$77,000	



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# Golf Pass Holder fees



# Comparable Golf Rates

Peak Season



	Pine Lakes	Cypress Knoll	Halifax Plantation
PC Residents	N/A	\$40	N/A
FL Residents	\$44.50	N/A	N/A
Non-Resident	\$49.50	\$45	\$48



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# PHGC Green Fees 18 Holes Nov 1-April 30 (Peak Season)



INCLUDES GOLF CART	<i>PUBLIC RATE</i>	<i>FLORIDA RESIDENT</i>	<i>CITY RATE</i>	Market Rate
Morning 7 AM to 11 AM	\$47.00	\$43.00	\$38.00	\$47.50
Afternoon 11 AM to 2:00 PM	\$40.00	\$37.00	\$32.00	\$40.50
Twilight After 2:00 PM	\$32.00	\$30.00	\$24.00	\$30.65
The Loop After 200pm	\$17.00	\$12.00	\$10.00	



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# Green Fees 18 Holes

## May 1- Sept 30 (Off Season)



<b>INCLUDES GOLF CART</b>	<b><i>PUBLIC RATE</i></b>	<b><i>FLORIDA RESIDENT</i></b>	<b><i>CITY RATE</i></b>
Morning 7 AM to 11 AM	\$45.00	\$40.00	\$35.00
Afternoon 11 AM to 2:00 PM	\$38.00	\$34.00	\$29.00
Twilight After 2:00 PM	\$30.00	\$28.00	\$24.00
The Loop After 200pm	\$15.00	\$10.00	\$10.00



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# Green Fees 9 Holes Nov 1-April 30(Peak Season)



WALK OR RIDE	<i>PUBLIC RATE</i>	<i>FLORIDA RESIDENT</i>	<i>CITY RATE</i>
Morning 7am to 11am	\$26.00	\$24.00	\$22.00
Afternoon After 11 AM	\$21.00	\$20.00	\$17.00
Twilight After 2pm	\$18.00	\$17.00	\$16.00



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# Green Fees 9 Holes

## May 1- Sept 30 (Off Season)



WALK OR RIDE	<i>PUBLIC RATE</i>	<i>FLORIDA RESIDENT</i>	<i>CITY RATE</i>
<b>Morning 7am to 11am</b>	<b>\$22.00</b>	<b>\$21.00</b>	<b>\$18.00</b>
<b>Afternoon After 11 AM</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$17.00</b>
<b>Twilight After 2pm</b>	<b>\$18.00</b>	<b>\$17.00</b>	<b>\$16.00</b>



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# Green Fees JR Rates No Change

16 years or Younger		
<b>18 Holes 7:00am</b>	<b>Riding with an Adult</b>	<b>\$20.00</b>
<b>9 Holes After 12pm</b>	<b>Riding with an Adult</b>	<b>\$10.00</b>
<b>Walking</b>	<b>Unaccompanied</b>	<b>\$5.00</b>



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# Parks & Recreation

2018 Fee Structure Update

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Athletics



# Overview

## *Athletic Fees*

- *Sports Alliance*
- *Field Reservations/Season Use*
- *Tournaments*



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# Sports Alliance





# *Sports Alliance Members*

- *PCLL*
- *FL Elite PC*
- *Flagler PAL*



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# Field Reservations



# *Seasonal Permits*

## *• Recommend Schedule Window*

Request Dates	Permit Dates
Jan 1-May 31, 2017	(Fall) Aug 1-Dec 31, 2017
Aug 1-Nov 31, 2017	( Winter/Spring) Jan 1-May 31, 2018
Jan1-March 31, 2018	(Summer) June1-July 31, 2018



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# Athletics Seasonal Fields Rates

2018 proposed rates



2011	Current	Organizations	Proposed Seasonal Use
Free	Free	Sports Alliance Member	Free
\$2 per Registered Player	Free	Non-Sports Alliance Member	\$3 Fee per Registered Player
\$34-\$71 per Field	Free	Field Lining	\$34/50 for Single use/Free Recurring
\$25 Daily	Free	Soccer/Multi	N/A
\$25 Daily	Free	Baseball/Softball	N/A
\$10	Free	Lights	Free



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# Tournaments



# *Tournaments*

- *(FY 16–17) 35 Tournaments over 105,000 Visitors & estimated 9 million economic impact*
- *(FY 15–16) 18 Tournaments over 67,000 visitors & estimated 4.8 million economic impact*
- *(FY14–15) 20 Tournaments over 56,000 visitors & estimated 4.5 million economic impact.*



# Tournament Fields Rates

2018 proposed rates



2011	Current	Organizations	Proposed Seasonal Use
Free	Free	Sports Alliance Member	Free
\$100/\$85/\$60	Free	Non-Sports Alliance Member	Free/\$250 per field not used
\$500	Free	Deposit	\$2,500 (\$250 per field)
\$100/day	Free	Concession Stand	Free with 6 or more fields
Free	Free	Lights	Free
\$10/hr/staff	\$10/hr/staff	Parking	\$10/hr/staff



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**THANK YOU**

Questions?