



City of Palm Coast

Agenda

City Council Workshop

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

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

Tuesday, September 26, 2017

9:00 AM

Community Wing

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 any topic or proposition not on the agenda or which was discussed or agendaed at the previous City Council Workshop, 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 FROM SHORTLISTED LOBBYIST FIRMS**
- 2. PRESENTATION OF THE REQUEST FOR PROPOSALS (RFP) FOR A FIBER OPTIC NETWORK BUSINESS PLAN**
- 3. PRESENTATION - PALM COAST PARKWAY OVER I-95 BRIDGE FENCE SIGNAGE CONCEPT PLAN**
- 4. PRESENTATION - PATH LIGHTING**
- 5. ORDINANCE 2017-XX MEDICAL MARIJUANA REGULATIONS**

F. WRITTEN ITEMS

- 6. RESOLUTION 2017-XX APPROVING A PURCHASE AND SALE AGREEMENT WITH THE EAST FLAGLER MOSQUITO CONTROL DISTRICT FOR PROPERTY ON UTILITY DRIVE**
- 7. RESOLUTION 2017-XX APPROVING AGREEMENT WITH WENCOAST FOODS, INC. FOR THE PURCHASE OF RIGHT OF WAY ON OLD KINGS ROAD**

G. PUBLIC PARTICIPATION-REMAINDER OF PUBLIC COMMENTS

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

L. CALENDAR/WORKSHEET

8. CALENDAR/WORKSHEET

9. ATTACHMENTS TO MINUTES

City of Palm Coast, Florida Agenda Item

Agenda Date : 9/26/2017

Department ASED Item Key	Amount Account #
Subject PRESENTATION FROM SHORTLISTED STATE LOBBYIST FIRMS	
<p>Background : Background : At the September 19, 2017 Business Meeting, City Council shortlisted the top 3 ranked firms and directed staff to invite those firms to present at their next workshop. Those firms are as follows:</p> <ol style="list-style-type: none">1. Southern Strategy Group2. GrayRobinson, P.A.3. Metz, Husband, Daughton, P.A. <p>Each firm will be allowed 10 minutes for their presentation followed by any City Council questions. At the next business meeting, City Council will to rank the firms based on the presentations.</p>	
<p>Recommended Action : For Council consideration and direction.</p>	

City of Palm Coast, Florida

Agenda Item

Agenda Date : 9/26/2017

Department Item Key	IT	Amount Account #
Subject	PRESENTATION OF THE REQUEST FOR PROPOSALS (RFP) FOR A FIBER OPTIC NETWORK BUSINESS PLAN	
<p>Background : In 2005, the City of Palm Coast, approved and funded the creation of a municipal fiber optic network. The original intent of this network was to connect all city buildings to reduce ongoing communication expenses related to the operation of the City's wide area network (WAN). Construction began in June of 2006. Subsequently, in 2007, the decision was made to open the network for use by other public agencies as well as local businesses. FiberNet, as we know it today, has been operational since 2010. Aside from the 21 City buildings connected via the fiber optic network, an additional 40+ facilities are using FiberNet, including 14 schools.</p> <p>Today, FiberNet spans 50+ miles throughout Palm Coast and neighboring cities. The network consists primarily of 288 strand single mode fiber optic cables. The City maintains and operates two colocation (colo) facilities. Each colo contains a Cisco switch providing active transport, up to 10 Gb, via Ethernet for FiberNet customers. The switches are connected to each other with redundant 10 Gb fiber optic links.</p> <p>FiberNet operates under three different models. Open-access, direct transport, and dark fiber leasing.</p> <p>The primary model is as an “open-access” network. In this model the City maintains agreements with local Internet Service Providers (ISPs) who use FiberNet to provide last-mile connectivity to their clients. The City provides active transport for the ISP from the City’s colo facilities to the business. The ISPs have a presence in the City colos. The City charges the ISP based on bandwidth connection to each individual business. The ISPs are the City’s customers, not the connected businesses.</p> <p>In the second model, the City provides active transport directly to other public agencies. Currently, this is Flagler Schools. The schools use FiberNet as their wide area network.</p> <p>The final model is the leasing of unused fiber, or ‘dark’ fiber. The City charges a flat fee, typically per fiber strand per mile to a business who wants connectivity from one point to another. In this model, the City does not provide active transport.</p> <p>In all of the models above, the City is solely responsible for the initial build out and maintenance of the fiber optic network. Currently the City does not offer direct Internet access or any residential service.</p> <p>Prior to launching our fiber network program over 10 years ago, the City contracted with a private firm to develop a business plan. That business plan is out-of-date, and there have been many changes with this technology over the years. One of the priorities of City Council this year is to update the business plan and evaluate options to possibly expand the benefit of the fiber network throughout the entire community. The attached Request for Proposals (RFP) will solicit</p>		

proposals from qualified firms to assist City staff in developing a new business plan. City Council asked to review the RFP and have the opportunity to provide input into the document to ensure the proposals will have elements that meet Council's expectations. We will incorporate Council comments/direction into the document and then make it available to all interested companies.

Recommended Action :

For discussion and Council direction.



city of
PALM COAST

RFP-IT-17-49

PROJECT MANUAL

Request for Proposals (RFP) for a Municipal Broadband Network Business Plan

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OVERVIEW

Overview

CITY OF PALM COAST REQUEST FOR QUALIFICATIONS (RFQ)	
TITLE MUNICIPAL BROADBAND NETWORK BUSINESS PLAN	REFERENCE RFP-IT-17-49
ISSUED October 4, 2017	DUE November 2, 2017 at 2 p.m.
PURCHASING COORDINATOR Kelly Little-Downey (386) 986-3731 klittle-downey@palmcoastgov.com	PROJECT MANAGER Debbie Streichsbier (386) 986-3725 dstreichsbier@palmcoastgov.com
BRIEF DESCRIPTION The City of Palm Coast desires to solicit qualified proposals for a consultant team to create a Municipal Broadband Network Business Plan to guide the operation, expansion, implementation, maintenance, regulation, and funding of its municipal broadband assets and related technologies in accordance with this Request for Proposals (RFP). The preferred consultant must demonstrate prior experience working with government agencies development business plans for Municipal Broadband Networks.	
OTHER KEY DATES AND MEETINGS Non-Mandatory Pre-Proposal Teleconference: TBD Question Deadline: October 26, 2017 at 2 p.m. RFP Deadline: November 2, 2017 at 2 p.m.	
DOCUMENT AVAILABILITY, SUBMISSION, OTHER INFORMATION Proposal documents are available through the City's Procurement Portal at (https://palmcoastgov.bonfirehub.com/portal). Proposal submittals shall be received electronically through the City's Procurement Portal by the specified time and date. No other method of submission will be allowed or considered (i.e. Mailed, emailed, or hand delivered).	

GENERAL DESCRIPTION

General Description

INTRODUCTION

The City of Palm Coast desires to solicit qualified proposals for a consultant team to create a Municipal Broadband Business Plan to guide the operation, expansion, implementation, maintenance, regulation, and funding of its municipal broadband assets and related technologies in accordance with this Request for Proposals (RFP). The preferred consultant must demonstrate prior experience working with government agencies development business plans for Municipal Broadband Networks.

PROJECT OVERVIEW AND OBJECTIVES

While the City has been successful in developing and using its Municipal Broadband Network as outlined in the Background Section below, the City is looking for additional ways to maximize its municipal broadband assets both financial and for the purposes of economic development. Some key objectives are listed below.

- Better utilize existing fiber optic capacity
- Expand the number of ISPs offering service on the fiber optic network
- Evaluate whether the City should become a ISP
- Maximize the return on investment
- Use the Municipal Broadband Network to encourage economic development
- Use the municipal broadband to undertake “Smart City” projects

BACKGROUND

In 2005, the City of Palm Coast, approved and funded the creation of a Municipal Broadband Network. The original intent of this network was to connect all city buildings to reduce ongoing communication expenses related to the operation of the City’s wide area network (WAN). Construction began in June of 2006. Subsequently, in 2007, the decision was made to open the network for use by other municipal agencies as well as local businesses. FiberNet, as we know it today, has been operational since 2010. Aside from the 21 City buildings connected via the Municipal Broadband Network, an additional 40+ facilities are using FiberNet, including 14 schools.

Today, FiberNet spans 50+ miles throughout Palm Coast and neighboring cities. The network consists primarily of 288 strand single mode fiber optic cables. The City maintains and operates two colocation (colo) facilities. Each colo contains a Cisco switch providing active transport, up to 10 Gb, via Ethernet for FiberNet customers. The switches are connected to each other with redundant 10 Gb fiber optic links.

FiberNet operates under three different models. Open-access, direct transport, and dark fiber leasing.

The primary model is as an “open-access” network. In this model the City maintains agreements with local Internet Service Providers (ISPs) who use FiberNet to provide last-mile connectivity to their clients. The City provides active transport for the ISP from the City’s colo facilities to the business. The ISPs have a presence in the City colos. The City charges the ISP based on bandwidth connection to each individual business. The ISPs are the City’s customers, not the connected businesses.

In the second model, the City provides active transport directly to other governmental agencies. Currently, this is Flagler County Schools. The schools use FiberNet as their wide area network.

The final model is the leasing of unused fiber, or ‘dark’ fiber. The City charges a flat fee, typically per fiber strand per mile to a business who wants connectivity from one point to another. In this model, the City does not provide active transport.

GENERAL DESCRIPTION

In all of the models above, the City is solely responsible for the initial build out and maintenance of the Municipal Broadband Network. Currently the City does not offer direct Internet access or any residential service.

SCOPE OF SERVICES

The selected consultant team will create a Municipal Broadband Network Business Plan to guide the operation, expansion, implementation, maintenance, regulation, and funding of its fiber optics assets and related technologies in accordance with this Request for Proposals (RFP). This scope of services outlines the tasks to achieve the above stated objectives. Respondents to this RFP should review the Scope of Services and propose changes or additions necessary to accomplish the above stated objectives.

Task 1 – Current Condition Assessment

Task 1A: Infrastructure Assessment – Inventory and assess the current infrastructure of the City’s existing fiber-optic network.

Task 1B: Inventory Of Services – Provide detailed information of the services that are currently available to the City of Palm Coast. This should include available providers, service offerings, pricing data and competitive rate comparisons, bandwidth and analysis on the necessary level of bandwidth to adequately serve the community. Analyze existing City conduit (traffic signal, fire alarm, abandoned water/sewer lines, etc.), existing private sector conduits (gas, electrical, telecom), and existing private sector fiber to local and regional connections.

Deliverable: Current Condition Assessment Summary – Provide a summary on the current conditions and opportunity for City staff feedback.

Task 2 – Feasibility Analysis

Task 2A: Feasibility Analysis – Conduct an analysis of expanding our municipal broadband network based upon asset inventory, industry trends, local market demand and competition. Assess the feasibility of using existing right of way, existing and new conduit pole lines and other assets to reduce the cost of deployments throughout the City. Availability and cost to connect to third party fiber providers for obtaining ISP services at internet Points of Presence. The analysis should address the following key components at a minimum, and include a summary comparing the different business models. Include any items that your company’s expertise tells you should be part of a Feasibility Analysis that isn’t specifically included below. Services provided may include (not limited to):

- A. Internet Based Live Television (IPTV)
- B. Traditional Broadcast Live Television (RF Video)
- C. Video on Demand (VOD)
- D. Telephone services (VoIP)
- E. Internet services (ISP, email, web hosting, etc.)
- F. Security and authentication requirements for business
- G. Bandwidth on Demand (BOD)
- H. High speed bandwidth (in excess of symmetrical 100 megabits)
- I. Supervisory Control and Data Acquisition (SCADA)/smart grid.
- J. Customers Served (Residential, Business, City Government, University, Wholesale...)
- K. Funding Required (Financing options to include, but not limited to: general obligation bonds, revenue bonds, utility taxes, public/private partnerships and grants).
- L. Competing with Incumbent Providers (expected competitive response).
- M. Operational Requirements/Costs (including ongoing maintenance costs for both Central Office and Customer Premise Equipment).

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- N. Customer Premise (End-user) equipment lifetime costs for hardware refreshes
- O. Pre-engineering study(s) at sufficient depth to estimate costs and approximate implementation timeframes for the network
- P. Regulatory/Legal Requirements (Note any potential legal obstacles or risks that may be encountered in the creation of the network and the provisioning of the services)
- Q. Revenue Generation
- R. Financial Risk
- S. Execution Risk
- T. Completion Options (implementation schedule and phasing, if necessary).
- U. Take Rate - one, three and five year projections.
- V. Projected profit and loss statements, balance sheets – expected and worst case models.
- W. Key milestones with periodic status meetings (minimum three) identified through work plan
- X. Provide draft dig once policy
- Y. Coordinate communication with existing providers and interest in Palm Coast project
- Z. Leverage existing City assets, specifically existing sewer lines which extend throughout the City.

Deliverable: Feasibility Analysis Summary – Provide a summary on the current conditions and opportunity for City staff feedback. The summary should include at least three (3) feasible recommendations to help guide the direction of the business plan.

Task 3 – Network Design Alternatives

Task 3A: Network Design Alternatives – Provide an assessment of network design options, common vendor and technology alternatives, and related high-level prices estimates. Findings should include data summarizing technical capabilities of design alternatives.

- A. Research and present alternative fiber network design options, including recommended equipment solutions (cable head-end, junction cabinets, ONT, etc.).
- B. The analysis should include an assessment of what services the options are able to deliver, and the bandwidth and technical capabilities of the presented options.
- C. Provide guidance with regard to the best approach for a phased –in build out of the envisioned network facilities.
- D. Presented alternatives should be accompanied by high-level cost estimates.

Deliverable: Network Design Alternatives Summary – Provide a summary on the network design alternatives and opportunity for City staff feedback. The summary should include at least three (3) network design alternative recommendations.

Task 4 – Business Model Alternatives and Considerations

Task 4A: Business Model Alternatives – Using the results of the entire analysis, develop a comprehensive written report that presents alternatives for deploying broadband services throughout the community, assuming the use of the City's existing and planned economic development dark fiber infrastructure and other available telecommunications assets. The analysis must consider a wide continuum of business models and highlight associated costs for expansion, maintenance and operations.

- A. Propose a maintenance strategy and action plan which includes best management practices and procedures to protect assets. It must propose a pricing, marketing and management strategy and action plan for the City's dark fiber network. The proposed model, strategy and action plan should be financially sustainable, providing for long term solvency and security.

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- B. The analysis shall consider at least, but not limited to, the following classes of business model alternatives and appropriate variations within each model. Each model should include, at a minimum, actionable steps involved for implementation as well as the economic, service and growth potential of each option.
 - a. **INFRASTRUCTURE PROVIDER** – the City provides conduit and dark fiber services for lease to community organizations, businesses and broadband providers, which use the fiber to connect to one another and to data centers to reach the internet, cloud services and other content networks. Feasibility of economic incentives and potential growth.
 - b. **OPEN-ACCESS PROVIDER** – the City owns the Municipal Broadband Network and equipment needed to create a broadband network and may operate said network itself or in contract with others on its behalf. Content is typically resold from other providers;
 - c. **PRIVATIZATION** – Current city assets are managed and operated by private entity.
 - d. **PUBLIC- PRIVATE PARTNERSHIPS** – the City and one or more private organizations enter into a partnership to plan, fund, build, operate and maintain a broadband network within the municipality's jurisdiction.
- C. Research and present analysis on the need for additional systems necessary to handle billing and customer service needs and estimates of additional staffing and equipment that will be necessary to implement these services, including but not limited to technicians, billing, customer services, trucks, buildings, tools, etc.
- D. Review operational cost drivers and provide information regarding the implications of those items on the business model.
- E. Research and provide a marketing strategy or marketing recommendations for each of the business model alternatives.

Deliverable: Business Model Alternatives Report – Provide a written report on the business model alternatives and opportunity to include justification for selected and non selected business models for City staff feedback.

Task 5 – Financial Model, Alternatives, and Regulatory Assessment

Task 5A: Financial Model and Alternatives – Provide guidance on common financings alternatives likely to be available to the City. Based upon a reasonable set of assumptions, prepare and present forecasted financial results for the envisioned network operations. Inventory and assess the current infrastructure of the City's existing fiber-optic network. Provide multi-year financial projections, including operational and maintenance costs, capital costs, etc. The final report shall include supporting documentation and any worksheets that support the final assessments. Special consideration shall be given to financial sensitivities in the market such as incumbent pricing strategies or customer based take rates.

Task 5B: Regulatory Assessment – Based on the City staff feedback. Provide an overview of regulatory matters that will be relevant to the operation of the envisioned network. In addition, an overview of regulatory trends and current regulatory issues should be provided.

Deliverable: Financial Model, Alternatives, and Regulatory Assessment Summary – Provide a summary on the financial model, alternatives, and regulatory assessment and opportunity for City staff feedback.

Deliverable: Draft Presentation – Provide a draft presentation covering Tasks 1 – 5 in preparation for the public meeting and opportunity for City staff feedback.

Public Meeting: City Council Workshop – Provide presentation covering Tasks 1 – 5 to City Council at a workshop for discussion and input.

Task 6 – Recommendations

Task 6A: Recommendations – Provide recommendations based on the information and analysis. These recommendations should address the objectives in this RFP.

GENERAL DESCRIPTION

Deliverable: Recommendations – Provide written recommendations and opportunity for City staff feedback.

Task 7 – Municipal Broadband Network Business Plan

Task 7A: Draft Municipal Broadband Network Business Plan – Complete draft of Municipal Broadband Network business plan encompassing the information completed in Tasks 1 – 6.

Deliverable: Draft Municipal Broadband Network Business Plan – Provide draft of Municipal Broadband Network business plan encompassing the information completed in Tasks 1 – 6 and opportunity for City staff feedback.

Deliverable: Draft Presentation – Provide a draft presentation covering complete draft of Municipal Broadband Network Business Plan, with a focus on recommendations, and opportunity for City staff feedback.

Public Meeting: City Council Workshop – Provide presentation covering complete draft of Municipal Broadband Network Business Plan, with a focus on recommendations.

Task 7B: Municipal Broadband Network Business Plan – Complete final Municipal Broadband Network business plan based on any comments and input.

Deliverable: Municipal Broadband Network Business – Provide final Municipal Broadband Network business plan.

DRAFT

GENERAL CONDITIONS

General Conditions

- **CONTACT:** All prospective Proposers are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members other than the noted contact person(s) regarding this request at any time prior to the request having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of your request submittal.
- **PUBLIC OPENING:** The proposal submittals shall be opened publically and the names of the proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the public opening should contact the City Personnel Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance of the public opening.
- **DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>).
- **PROPOSAL SUBMISSION:** Proposal submittals shall be received electronically through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) by the specified time and date. **No other method of submission will be allowed or considered (i.e. mailed, emailed, or hand delivered).** Any emailed, mailed, or hand delivered submittals will be returned to the sender and not be considered. Your submission must be uploaded, submitted, and finalized through the City's Procurement Portal Web Page prior to the specified time and date. We strongly recommend that you give yourself sufficient time and at least ONE (1) hour before Closing Time to begin the uploading process and to finalize your submission. **No submissions through the City's Procurement Portal Web Page will be allowed or considered after the specified time and date.** If you need general assistance, please contact Central Services Division staff at least one business day in advance. For technical questions related to your submission, please contact Bonfire at Support@GoBonfire.com.
- **CONFIDENTIAL MATERIALS:** Any materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-Disclosure Agreement for Confidential Materials shall be submitted in this section.
- **PROPOSAL WITHDRAWAL:** Proposers may withdraw their proposal submittals through the City's Procurement Portal up to the time prior to the time and date set for the proposal deadline. Proposal submittals, once opened, become the property of the City and will not be returned to the Proposers.

GENERAL CONDITIONS

- **BID SECURITY:** A Bid Security is ☐ required, or ☒ not required for this proposal. If a bid security is required, a certified check, cashier's check or bid bond shall accompany each proposal if the proposal amount is one-hundred thousand dollars (\$100,000) or greater. The certified check, cashier's check or bid bond shall be for an amount not less than five percent (5%) of the bid price and shall be made payable to the City as a guarantee that the bidder will not withdraw his/her bid for a period of ninety (90) days after bid closing time.
- **PROPOSAL ADDITIONAL INFORMATION:** No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation Committee, unless requested by the City. At the time of opening and upon review of the proposal submittals, the City reserves the right to request all required forms/attachments (other than the pricing form and issued addenda) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their proposal submittal to be considered valid.
- **INQUIRIES/INTERPRETATIONS:** All Proposers shall carefully examine the proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of the City Central Services Division prior to the due date in writing through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>); failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the proposal documents including the attached draft agreement, shall be requested in writing through the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) at least seven (7) calendar days prior to the due date. The City shall not be responsible for any oral statement or instructions made by any employee(s) of the City in regard to this proposal. Any oral statements or instructions given before the proposal due date will not be binding.
- **ADDENDA:** Should revisions to the proposal documents become necessary; the City shall post addenda information on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>). All Proposers should check the City's Procurement Portal Web Page at least three (3) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the proposal submittal as unresponsive. Proposer shall sign, date, and return all addenda with their proposal submittal. Addenda information will be posted on the City's Procurement Portal Web Page. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: The award will be made to a responsive, responsible Proposer consistent with the process and award criteria herein. The City reserves the right to accept any Proposal or combination of Proposal alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The Proposer(s) understands that this Proposal does not constitute an agreement or a contract with the Proposal. The City reserves the right to reject all proposal, to waive any formalities, to solicit and re-advertise for new proposal or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

GENERAL CONDITIONS

- **GROUND FOR DISQUALIFICATION:** Any of the following causes may be considered as sufficient grounds for disqualification of a Proposer or the rejection of a Proposal:
 - a) Submission of more than one (1) Proposal for the same Work by any entity under the same or different names.
 - b) Evidence of collusion among proposers.
 - c) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of the City, workmanship, progress and financial irresponsibility.
 - d) Uncompleted Work for which the proposer is committed by contract which might hinder or prevent the prompt completion of Work under this proposal if an Agreement would have been awarded to the proposer.
 - e) Falsification of any entry made on the Proposal Documents shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the proposer or rejection of the Proposal.
 - f) Non-compliance with the submittal requirements of these Instructions to Proposers
 - g) This section shall be construed liberally to benefit the public and not the Proposer; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- **AWARD CRITERIA:** The recommendation of award will be based on, but not limited to, the following criteria:
 - a) The ability, capacity and skill of the proposer to perform the Work.
 - b) Whether the Proposer can perform the Work promptly, or within the time specified, without delay or interference.
 - c) The character, integrity, reputation, judgment and efficiency of the proposer.
 - d) The quality of performance of previous contracts or services to the City of Palm Coast or any other agency or client.
 - e) The previous and existing compliance by the proposer with Central Services Division procedures, the life safety requirements of the City and other laws, ordinances and regulations.
 - f) The sufficiency of the financial resources and ability of the Proposer to perform the Work.
 - g) The quantity, availability and adaptability of the Proposer to perform the Agreement or service to the particular needs of the City.
 - h) The ability of the Proposer to retain employees for the purpose of this Work.
 - i) The experience of the Proposer performing in a similar manner as required by this Agreement, shall have a minimum of three (3) consistent satisfactory years and/or the Proposers Owner, Officer, or Share Holder shall have the necessary required experience to be able to submit a proposal.
 - j) The type, structure and experience of the local or branch management proposed.
 - k) Quality Control Program.
 - l) Claims and Litigation filed against the Proposer or filed by the Proposer for equitable adjustment, contract claim or litigation in the past five years.

GENERAL CONDITIONS

- m) Reprimand of any nature or suspension by the Department of Professional Regulation or any other regulatory agency or professional association within the last five years.
 - n) At the time of opening and upon review of the Proposal submissions, the City reserves the right to request all required forms/attachments (other than the bid form and issued addenda) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their Proposal to be considered valid.
- **PREPARATION COSTS:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the proposal documents.
 - **ACCURACY OF SUBMITTAL INFORMATION:** Any Proposer that submits in their proposal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
 - **INSURANCE:** Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the response and rescission of any ensuing contract. Copy of the insurance certificate shall be furnished to the City prior to final execution of the contract.
 - **LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of the proposal for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, their proposal submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, City, etc., are the responsibility of the Proposer.
 - **POSTING OF PROPOSAL AWARD:** Notice of Intent to Award will be posted for review by interested parties on the City's Procurement Portal Web Page (<https://palmcoastgov.bonfirehub.com/portal>) prior to submission through the appropriate approval process.
 - **PROTEST:** Protests arising under the City Proposal Documents or Procedures shall be resolved under the City of Palm Coast Central Services Protest Procedures. A Proposer may protest matters involving the award of this contract within three (3) business days from the posting of the Notice of Intent to Award. Failure to protest to the City's Administrative Services and Economic Development (ASED) Director shall constitute a waiver of protest proceedings. Any decision of the ASED Director may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) calendar days of the ASED 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) calendar days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.

GENERAL CONDITIONS

- **PUBLIC RECORDS:** Upon Notice of Intent to Award or thirty (30) days after receiving, proposal submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal documents, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- **PROHIBITION AGAINST CONTINGENT FEES:** The Proposer warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Proposer, to solicit or secure this Agreement and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- **ACCEPTANCE / REJECTION:** The City reserves the right to accept or reject any or all proposal submittals and to make the award to those Proposers, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the proposal submittal of any proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement.
- **PROPOSALS TO REMAIN FIRM:** All Proposals shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the opening to allow for the evaluation, selection process and proper execution of the Agreement. If need be, that time may be extended up to an additional ninety (90) days. Extensions of time when Proposals shall remain opened beyond the additional ninety-day period may be made only by mutual agreement between the City and the apparent winning Proposer. The successful Proposer must maintain the proposal prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.
- **ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, only the terms and conditions in this proposal document shall apply. No additional terms and conditions included with the proposal submittal shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these proposal documents are the only conditions applicable to this proposal submittal and the Proposer's authorized signature on the Response Form attests to this statement. Exceptions to the terms and conditions will not be accepted.

GENERAL CONDITIONS

- **DELIVERY:** Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified, and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications. F.O.B. POINT: The F.O.B. point shall be destination. Proposal responses showing anything other than F.O.B. Destination will not be accepted. The prices proposed shall include all costs of loading, transporting and delivery to designated point(s) within the City.
- **CONTRACT ADMINISTRATOR:** Under this contract, the City of Palm Coast may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City Central Services Division (which has the overall administrative responsibilities) and the successful proposer.
- **PACKING SLIPS:** Packing slips, or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful proposer, (b) name and address of receiving department and/or delivery location, (c) City of Palm Coast Purchase Order number, and (d) descriptive information of the equipment delivered including serial number, quantity, number of containers, etc.
- **PURCHASING PROCEDURES:** The Central Services Division Procedures apply in its entirety with respect to this proposal.
- **AFFIRMATION:** By submission of a proposal submittal, Proposer affirms that their proposal submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this proposal documents and the resulting contract.
- **MISTAKES IN PROPOSAL:** Proposers are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. Proposal submittals having erasures or corrections must be initialed in ink by the Proposer.
- **MULTIPLE PROPOSAL SUBMISSIONS:** More than one proposal submittal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposal submittals in which such Proposers are believed to be involved. Any or all proposal submittals will be rejected if there is reason to believe that collusion exists between Proposers. Proposal submittals in which the prices obviously are unbalanced will be subject to rejection.

GENERAL CONDITIONS

- **QUANTITIES:** The City shall not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from proposers awarded a contract as a result of this proposal. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.
- **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Central Services Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.
- **PATENTS AND COPYRIGHTS:** The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:** All Proposers submitting a response to this proposal document agree that such proposal also constitutes an proposal submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal submittal, should the Proposer feel it is in their best interest to do so. Each governmental agency desiring to accept these proposal submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to re-request for proposals of any or all items.
- **ADVERTISING:** In submitting a proposal submittal, Proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.
- **NON-APPROPRIATION OF FUNDS:** In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this proposal, the City shall have the unqualified right to terminate the Purchase or Work Order(s) or Agreement upon written notice to the Proposer, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any proposer(s).

INSTRUCTIONS TO PROPOSERS

Instructions to Proposers

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The proposal must be submitted electronically.

Proposers must provide the required information listed below and in the specified order and format. Each Firm shall provide information, documentation and other necessary materials that best demonstrates and informs City of Palm Coast of the firm's abilities, professional competence, and expertise to provide the services desired. The submittal response should be focused with concise descriptions of the firm's capabilities. Each Firm is expected to examine all specifications, terms, conditions, and instructions in the Request for Proposals. Failure to do so will be at the Firm's Risk.

The Proposal must be divided into eight (8) sections with references to parts of this RFP done on a section number/paragraph number basis. The eight (8) sections shall be named:

1. Proposal Executive Summary
2. Table of Contents
3. Project Understanding and Proposal
4. Proposed Innovations
5. Experience with Similar Projects
6. Project Team and Schedule
7. Proposal Costs Sheet and Rates
8. Required Forms

1. **PROPOSAL EXECUTIVE SUMMARY:** Discuss the highlights, key features and distinguishing points of the proposal. The executive summary should be in the form of a letter that at a minimum includes: name of individual, partnership, company, or corporation submitting proposal; city's RFP number; statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned; and signature(s) of representative(s) legally authorized to bind the proposer. A separate sheet shall include a list of individuals and contract for this Proposal and how to communicate with them. Limit this section to five (5) pages.

2. **TABLE OF CONTENTS:** There shall be a Table of Contents for material included in the proposal.

INSTRUCTIONS TO PROPOSERS

- 3. PROJECT UNDERSTANDING AND PROPOSAL:** The project consists of creation and/or update of the City's Municipal Broadband Network Business Plan and detailed in the overview section of this RFP. Proposer shall the RFP and propose a well-conceived plan to address the scope of services. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.
- 4. PROPOSED INNOVATIONS:** The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this section, discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.
- 5. EXPERIENCE WITH SIMILAR PROJECTS:** Provide a listing of similar projects, maximum of three, by a team member who is specifically part of the team proposed in the response. Identify specific project details including but not limited to location, funding entity, project budget, project description and length, and outcomes. Provide the contact information for the entities where work has been done.
- 6. PROJECT TEAM AND SCHEDULE:** Provide organization chart showing a staffing plan, which clearly illustrates the key elements of the organizational structure of the entire design team with specific proposed function for each individual listed. Identify the project team members, including major and minor sub-consultants, and provide their contact information and technical resumes. Project management and key personnel within each area of required services shall be identified and past experience of each, as it relates to this project, shall be discussed. The City must approve any changes to the Project Management & Key Personnel. This section should include information only on the individuals who will perform work on this project. The information provided under this section should be limited to a maximum of ten (10) pages. Provide detail that identifies anticipated major milestones and their associated phasing as well as the allocation of existing resources.
- 7. PROPOSAL COST SHEET AND RATES:** The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firms understanding of the project, and provides staff with tools to negotiate the cost, provide in a table. This section shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. Proposed budget for the evaluation project, broken down by hours and rates for each task. Costs for travel and incidentals should be included in the proposal. Include a total not-to-exceed price for the entire project.
- 8. REQUIRED FORMS:** There section shall include all of the forms required to be submitted.

INSTRUCTIONS TO PROPOSERS

PROPOSER RESPONSE

Proposer(s) shall submit complete and upload required forms through the process outlined below.

REQUIRED FORMS

The following forms are required to be submitted through the City's Procurement Portal. The forms are available at the end of this Proposal Manual.

Form A –Proposer Acknowledgement

Form B –Proposer's Certification

Form 1 – Conflict of Interest Statement

Form 2 – Compliance with the Public Records Law

Form 3 – Drug-Free Workplace

Form 4 – American with Disabilities Act Affidavit

Form 5 – Vendor Registration Form

Form 6 – Summary of Litigation and License Sanctions

Form 7 – Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion

Form 8 – Certificate of Corporation

Form 9 – Public Entity Crime Form

Form 10 – Vendor Certification Regarding Scrutinized Companies List

PREPARING AND UPLOADING SUBMISSION

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
RFP Proposal	File Type: PDF (.pdf)	Multiple	Required

INSTRUCTIONS TO PROPOSERS

Requested Documents:

- Please note the type and number of files allowed. The maximum upload file size is 100 MB.
- Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at: <https://palmcoastgov.bonfirehub.com/opportunities/3886>

The Q&A period for this opportunity starts Oct 4, 2017 8:00 AM EDT. The Q&A period for this opportunity ends Oct 26, 2017 2:00 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Nov 2, 2017 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

Palm Coast uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

EVALUATION OF QUALIFICATIONS AND AWARD

Evaluation of Qualifications and Award

The City shall negotiate the award to the responsive and responsible proposer who submits a proposal package that is most advantageous to the City. The City Manager will appoint an Evaluation Committee to evaluate proposals. In determining the most advantageous proposal, the City reserves the right to consider criteria such as, but not limited to, cost, customer service, utility, quality/workmanship, and standardization, past experience, delivery, discount, past performance and/or service reputation, and service capability. **The City may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.**

Each Evaluation Committee member will evaluate the below factors to determine which Proposers will be short-listed. Each member will assign a criterion score ranging from the minimum points scale allowed to the maximum points scale allowed for each rating factor.

The City Central Services Division will compile the raw scores from each Evaluation Committee member for each Proposer. If there is not a consensus amongst the Evaluation Committee members, Central Services Division will convert the raw scores to rankings for each Evaluation Committee members.

If there is consensus amongst the Evaluation Committee members, the members' scores will be compiled and averaged, the firm with the highest average score shall be ranked first, the next highest shall be ranked second, and so on. If there not consensus amongst the Evaluation Committee members, the members' scores can be converted to rankings (highest score to lowest ranking), and firm with the lowest average ranking shall be ranked first, the next lowest shall be ranked second, and so on. **The City, including the Evaluation Committee reserves the right to establish alternate selection criteria, rescore, re-rank, and/or shortlist. The City in its sole discretion will determine the method of evaluation and award that is most advantageous to the City.**

The City reserves the right to contact references provided by the Proposer or visit operations listed in the RFP. Information supplied by client references or obtained upon site visits may be used in determining the relative merits of the Proposer under any and all of the Evaluation Criteria.

The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City.

PROPOSAL EVALUATION

Project Understanding and Proposal (0 - 25 points)	
Below Average	5 Points
Average	10 Points
Above Average	15 Points
Well Above Average	20 Points
Outstanding	25 Points

EVALUATION OF QUALIFICATIONS AND AWARD

Project Innovation (0 - 15 points)		
Below Average	3	Points
Average	6	Points
Above Average	9	Points
Well Above Average	12	Points
Outstanding	15	Points

Experience with Similar Projects (0 - 20 points)		
Below Average	4	Points
Average	8	Points
Above Average	12	Points
Well Above Average	16	Points
Outstanding	20	Points

Project Team (0 - 25 points)		
Below Average	5	Points
Average	10	Points
Above Average	15	Points
Well Above Average	20	Points
Outstanding	25	Points

Proposal Cost (0 - 15 points)		
Below Average	3	Points
Average	6	Points
Above Average	9	Points
Well Above Average	12	Points
Outstanding	15	Points

Location of Responding Firm Office (0 - 5 points)		
Outside of the state of Florida	0	Points
Within the state of Florida	2	Points
Within Flagler County	3	Points
Within Palm Coast FL	5	Points

SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary presentations. Therefore, the City shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Central Services Division to schedule the top ranked firm(s) for presentations/interviews.

EVALUATION OF QUALIFICATIONS AND AWARD

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The City's Central Services Division shall establish the schedule and Proposers will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion.

Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

RECOMMENDATION AND APPROVAL OF RANKING

The City shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference and submit this ranking as its final recommendation to the City Manager. In the event that the proposals exceed \$30,000, the City Manager shall make a recommendation to the City Council. The City Council's decision will be final.

NEGOTIATION AND FEE SCHEDULE

A "Fee Schedule" will be negotiated and agreed upon at the time of execution of each contract and will be part of each contract. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful Proposer(s). The Fee Schedule will designate the hourly rate/unit rates for each staff member with their name and/or position title specified. The fee schedule may not be deviated from without the prior consent of the City Manager.

The City may award a contract on the basis of initial offers received, without discussion, or may require Proposers to give oral presentations based on their Proposals. The City reserves the right to enter into negotiations, including price, with the top-ranked proposer, and if the City and the top-ranked Proposer cannot negotiate a mutually acceptable contract, the City may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a contract has been executed or all Proposals have been rejected. No Proposer shall have any rights in the subject project against the City arising from such negotiations.

CONTRACT DOCUMENT

Contract Document

The draft contract is attached to this project manual. Proposers should review the draft contract template prior to submitting a proposal. If Proposer requires modifications or additional terms and conditions to the contract, then Proposer shall clearly identify those requested modifications or additional terms and conditions in its submittal.

DRAFT

City of Palm Coast, Florida Agenda Item

Agenda Date : 9/26/17

Department	Construction Management & Engineering	Amount
Item Key		Account #
Subject	PRESENTATION - PALM COAST PARKWAY OVER I-95 BRIDGE FENCE SIGNAGE CONCEPT PLAN	
Background : Per direction from City Council, City staff with assistance from the design consultant, DRMP, have analyzed and determined that the existing bridge structure is able to have lettering added to both sides of the existing bridge fencing on Palm Coast Parkway at the I-95 overpass. This proposed lettering requires a two-step FDOT approval; concept approval and then final approval. Upon concurrence from City Council, the City of Palm Coast will seek approval from FDOT to install a Community Aesthetic Feature (CAF) classified as a Local ID Marker, Affixed within the I-95 / Palm Coast Parkway interchange. The proposed CAF is “Palm Coast” lettering attached to the existing bridge fencing.		
Recommended Action : For Council discussion and direction.		

Palm Coast Bridge Signage Study

Design Concept - Perspective

Prepared For: **The City of Palm Coast**
Prepared By: DRMP, Inc.

June 2017



Add more Sabal Palm Trees to the existing grouping to emphasize the Palm Coast Theme.
Add native grasses and Fan Palms below the Palms.

Palm Coast lettering (maximum of 4' tall) centered between 8'-6" post fence panels.

Traffic railing mounted lighting below each "Palm Coast" letter.

City of Palm Coast, Florida

Agenda Item

Agenda Date: September 12, 2017

Department CD	Amount
Item Key	Account
	#
Subject PRESENTATION – PATH LIGHTING	
Background : When City Council approved the path through the F-Section, staff was directed to develop a plan to provide lighting along the path. Staff has evaluated a variety of path lighting options and is prepared to present our findings and recommendation to City Council.	
Recommended Action : For Council discussion and direction.	

City of Palm Coast, Florida

Agenda Item

Agenda Date : 9/26/2017

Department	Planning	Amount
Item Key		Account
		#
Subject ORDINANCE 2017-XX MEDICAL MARIJUANA REGULATIONS		
Background : <p>At the August 8, 2017 City Council Workshop, staff gave an update regarding the new State legislation regulating medical marijuana. This legislation sets forth the operating framework for local government implementation with respect to Medical Marijuana Dispensary options.</p> <p>The regulations contains preemptive language which limits the ability of local governments to regulate Medical Marijuana Dispensaries.</p> <p>Cities have two choices. A city may ban medical marijuana dispensaries or if a City does not ban medical marijuana dispensaries, a City must regulate dispensaries as they do pharmacies.</p> <p>Based on this information, Council directed staff to draft an Ordinance, which allow pharmacies (and dispensaries), in all of the commercial zoning districts currently permitted, except for Neighborhood Commercial (COM-1). The City's Neighborhood Commercial (COM-1) is largely located interior to single family homes and is generally intended for the daily needs of residents.</p> <p>The proposed Ordinance defines pharmacies and Medical Marijuana Treatment Centers, allowing the use specifically in COM-2, COM-3, OFC-1 OFC-2, and MPDs if specified.</p> <p>The proposed Ordinance excludes pharmacy/Medical Marijuana Treatment Center from COM-1, Neighborhood Commercial.</p> <p>The City of Palm Coast is currently under a Medical Marijuana moratorium pending adoption of this Ordinance.</p>		
Recommended Action :		
Adopt Ordinance 2017-XX MEDICAL MARIJUANA REGULATIONS		

ORDINANCE 2017-_____
MEDICAL MARIJUANA

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

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

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

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

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

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

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

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

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

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

Sec. 14.02. – Glossary

* * *

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

* * *

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

* * *

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

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

* * *

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

Humane Societies) (L)											
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* * *

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

* * *

Vehicle Sales, Rental, Service, and Repair

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

* * *

Footnotes for Table 3-4:

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

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

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

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

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

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

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

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

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

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

WILLIAM E. REISCHMANN, JR.
CITY ATTORNEY

City of Palm Coast, Florida

Agenda Item

Agenda Date: 9/26/2017

Department	UTILITY	Amount	\$317,000.00
Item Key		Account	54029082-061000-82002
Subject	RESOLUTION 2017-XX APPROVING A PURCHASE AND SALE AGREEMENT WITH THE EAST FLAGLER MOSQUITO CONTROL DISTRICT FOR THE PROPERTY LOCATED AT 24 UTILITY DRIVE		
Background : <u>Update from the September 26, 2017 Workshop.</u> This item was heard by City Council at their September 26, 2017 Workshop. There were no changes suggested to this item.			
<u>Original Background from the September 26, 2017 Workshop.</u> In 1987, the developers of Palm Coast contributed to the East Flagler Mosquito District (District) a parcel of land at 24 Utility Drive for the public purpose of housing the District offices and operations. Recently, the District completed construction of a new facility at Flagler Airport and has consolidated their operations, including the business office, at that new facility and wish to sell the property on Utility Drive.			
The District property is a 2.12 acre parcel sandwiched between the City’s 35 acre Wastewater Treatment Plant #1 site and the City’s 3.63 acre fueling facility. Currently on the property, there is an office building, vehicle/equipment maintenance bays, a number of pole barns, and other buildings used to keep equipment out of the weather.			
The Utility currently has plans to construct a new administration building at the wastewater plant to improve working conditions for the staff and provide space for meetings and training. The existing administration offices are small, inadequate and are immediately adjacent to the wastewater testing laboratory. For about the same cost of constructing an administration building, the City could acquire the Mosquito Control District’s property and utilize their existing business office as the wastewater treatment plant administration building. As a bonus, the District’s property comes with other buildings that could be used by the City including the maintenance bays and pole barns to store equipment such as mobile emergency generators and pumps.			
On August 31, 2017 an independent appraisal was completed by the firm Diskin Property Research of Tallahassee, Florida. The property was valued at \$317,000.00 including all improvements (buildings). Staff proposes the City acquire the property at 24 Utility Drive for the appraised price, keeping the property for public purposes as originally intended by the developer. In addition, acquisition of this property will connect the two existing City-owned properties and provide additional space for the wastewater treatment plant as well as space for additional maintenance and equipment storage.			
Recommended Action : Approve Resolution 2017 approving a Purchase and Sale Agreement with the East Flagler Mosquito Control District for the property located at 24 Utility Drive, Palm Coast.			

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RESOLUTION 2017-____
PURCHASE OF PROPERTY
24 UTILITY DRIVE

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE WITH EAST FLAGLER MOSQUITO CONTROL DISTRICT; 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, East Flagler Mosquito Control District (hereafter known as Property Owners) is willing to sell the property located at 24 Utility Drive, parcel ID #07-11-31-0000-01020-0020 to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to contract with the Property Owner for the above referenced property.

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 contract for Sale and Purchase with the East Flagler Mosquito Control District, 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 3rd day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

Milissa Holland, Mayor

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Contract for Purchase and Sale of Property from East Flagler Mosquito
Control District

Approved as to form and legality

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

CONTRACT FOR PURCHASE AND SALE

THIS CONTRACT FOR PURCHASE AND SALE ("**Contract**") is made by and between the **EAST FLAGLER MOSQUITO CONTROL DISTRICT**, a special taxing district created _____ (hereinafter referred to as "**Seller**"), with a principal address of 24 Utility Drive, Palm Coast, FL 32137, and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation, ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract consists of two parcels of real property and is more fully described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be THREE HUNDRED SEVENTEEN THOUSAND AND 00/100 (\$317,000.00).

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before _____. The parties may agree to close before that date.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title.** Seller, at Seller's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the appraisal of the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not

have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey.** Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor within the last thirty (30) days before closing, or in the alternative, an update of an earlier survey re-dated to a point in time within the last thirty (30) days which complies with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys adopted in 2011. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Section I of the Contract. The survey will be by a metes and bounds description and said description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

4.3. **Conveyance.** Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit.** At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance

Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing.** Closing shall be held by express courier or at the offices of the title agent or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing.** Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses.** State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Seller shall pay for the title insurance premium and recording the Deed.

4.8. **Prorations and Escrow Balance.** Taxes and other expenses and all revenue of the Property shall be prorated as of the date of Closing.

4.9. **Proration of Taxes; Real and Personal.** Unless the property is exempt under state law, taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for re-proration shall survive the Closing.

4.10. **Special Assessment Liens.** Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.11. **Default.** If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's

covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedies, the election of either (i) demanding and receiving a refund of the Deposit, if any, immediately or (ii) the right of specific performance against Seller.

4.12. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.13. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.14 **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: East Flagler Mosquito Control District
24 Utility Drive
Palm Coast, FL 32137

To Buyer: City of Palm Coast
Attention: City Manager
160 Lake Avenue
Palm Coast, FL 32164

4.15. **FIRPTA - Right to Withhold**. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of ten percent (10%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "Code") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted

to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.16. **Environmental Status.** Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any "Endangered and Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

The provisions of this Section 4.16 shall survive the Closing or earlier termination of this Contract.

4.17. **Right of Inspection.** During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.18. **WAIVER OF TRIAL BY JURY.** SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL

BY JURY REGARDING IN RESPECT OF ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent.** Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

5.2. **Inspection Period.** Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.17: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to Closing, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Delivery of Materials.** Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Intended Use of the Property.** The parties acknowledge that Buyer intends to use the Property for general municipal purposes. Buyer reserves the right to make modifications to the Intended Use as Buyer reasonably deems appropriate.

5.5. **Brokerage.** Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.6. **Seller Warranties.** During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.7. **Seller Not to Convey.** Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.8. **Extensions of Closing Date.** Either party shall have the unilateral and absolute right to exercise three (3) thirty (30) day extensions of the Closing Date. Either party shall exercise the extension by providing at least three (3) days written notice to the other party. Any other extension shall be by mutual agreement of the parties.

5.9 **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure to delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.10. **Headings; Entire Agreement; Governing Law.** The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

*Signed, sealed and delivered
in the presence of:*

SELLER:

EAST FLAGLER MOSQUITO CONTROL
DISTRICT

(print name)

(print name)

By: _____

Print: _____

Title: _____

Date: _____

*Signed, sealed and delivered
in the presence of:*

(print name)

(print name)

BUYER:

CITY OF PALM COAST, FLORIDA

By: _____
Jim Landon, City Manager

ATTEST:

By: _____
Virginia A. Smith, City Clerk

Date: _____

EXHIBIT "A"
[LEGAL DESCRIPTION]

Parcel 1 (Id. 17-11-31-5865-00000-0050):

STATE OF FLORIDA
DEPT. OF REVENUE
DOCUMENTARY SALES TAX
00.50
JUN 27 1987
RECEIVED
8 2 9 P 0

A PARCEL OF LAND BEING A PORTION OF PARCEL 4 OF THE "PLAT OF UTILITY DRIVE AT PALM COAST" RECORDED IN MAP BOOK 27, PAGES 25 AND 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the Southeast corner of said "PLAT of UTILITY DRIVE" and said Parcel 4; thence South 70°54'15" West along the Southerly boundary of Parcel 4, 165.92 feet; thence departing said boundary North 19°05'45" West 175.00 feet to a POINT being the Southwest corner of Parcel 5 of said "Plat of Utility Drive"; thence North 70°54'15" East along the common boundary of Parcel 4 and Parcel 5, 148.95 feet to a POINT on the Easterly boundary of said "Plat of Utility Drive"; thence South 24°38'04" East along said boundary 175.82 feet to the POINT OF BEGINNING of this description.

Parcel containing 0.6325 acres, more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida.

Parcel 2 (Id: 17-11-31-0000-01020-0020):

OFF 0448 PAGE 1455

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 5 Hargrove Grade, Palm Coast, Florida.

Date; March 12, 1991.

Additional lands for the East Flagler Mosquito Control District.

LEGAL DESCRIPTION:

A parcel of land lying in Government Section 17, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

As a Point of Reference being the Northeast corner of Parcel-5 of the Plat of Utility Drive at Palm Coast as recorded in Map Book 27, Pages 25 and 26, of the Public Records of Flagler County, Florida, thence South 24°38'04" East along the Easterly line of said Plat a distance of 477.23 feet to a Point being the Southeast boundary corner of said Plat Utility Drive and the POINT OF BEGINNING of this description, thence departing said Plat boundary continue South 24°38'04" East a distance of 166.64 feet to a Point on the boundary of the Subdivision Plat Bernard Meadows Section 81, Map Book 23, Pages 23 through 40, thence South 85°38'10" West along said boundary of the Plat Bernard Meadows a distance of 188.20 feet, thence departing said boundary North 19°05'45" West a distance of 118.01 feet to a Point on the Southerly boundary of the aforesaid Plat Utility Drive, thence North 70°54'15" East along said Plat of Utility Drive boundary a distance of 165.93 feet to the POINT OF BEGINNING.

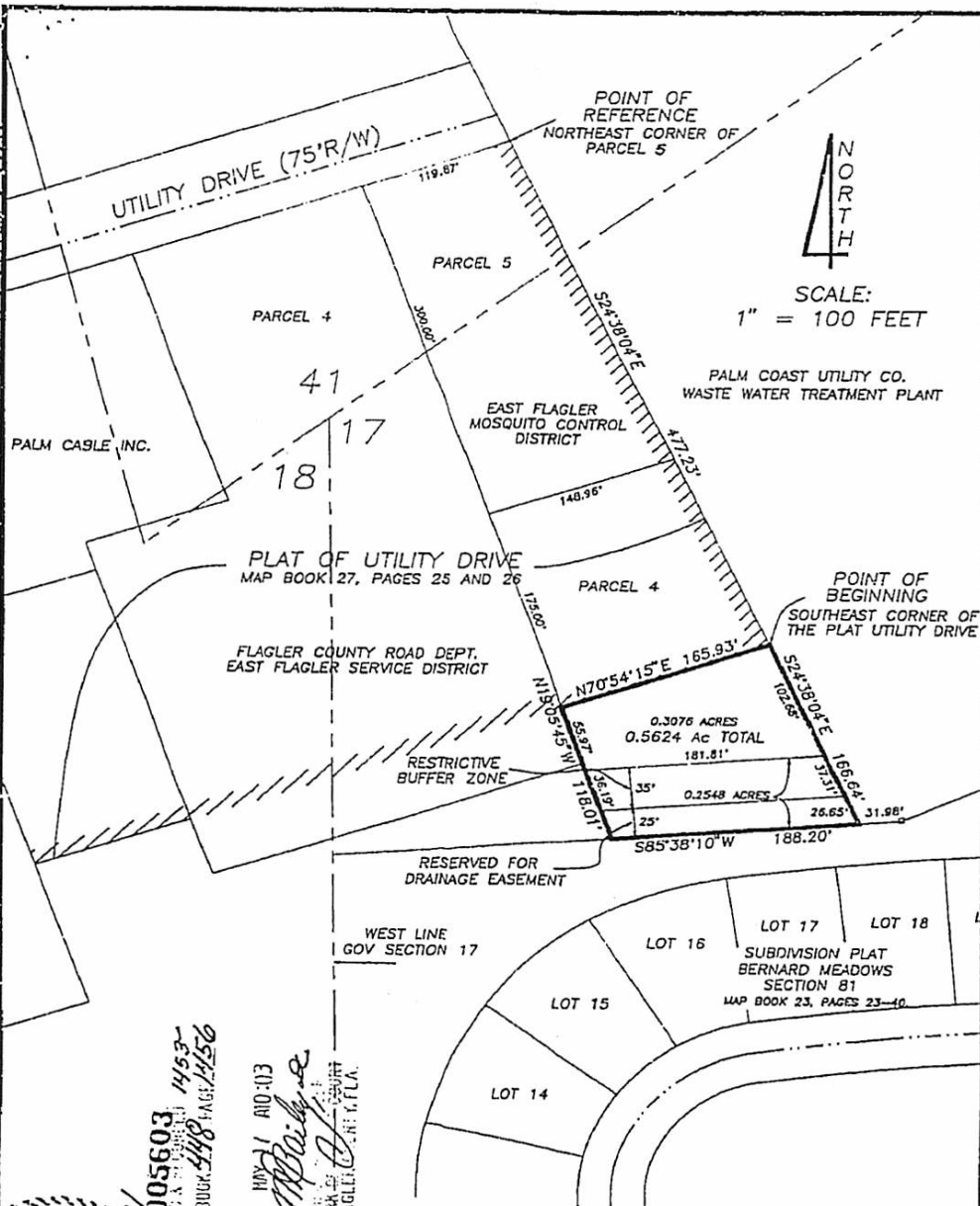
The above description is accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Subject to a drainage easement being the Southerly Twenty Five (25) feet of the above described parcel.

Subject to a restrictive buffer zone prohibiting the destruction of trees and vegetation being the Northerly thirty Five (35) feet of the Southerly Sixty (60) feet of the aforesaid described parcel.

Parcel containing 0.5624 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida.



ETCH OF LEGAL DESCRIPTION

ADDITIONAL LANDS FOR THE
EAST FLAGLER MOSQUITO CONTROL DISTRICT.

PARCEL LYING IN GOVERNMENT SECTION 17,
TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

ACAD=29MOSQ.DWG

MARCH 12, 1991

EXHIBIT A

SHEET 2 OF 2

City of Palm Coast, Florida

Agenda Item

Agenda Date : September 12,2017

Department	Construction Management & Engineering	Amount	\$127,700.00
Item Key		Account #	FDOT-LAP
Subject	RESOLUTION 2017-XX APPROVING AGREEMENT WITH WENCOAST FOODS, INC. FOR THE PURCHASE OF RIGHT OF WAY ON OLD KINGS ROAD		

Background :
Update from September 26, 2017 Meeting.
Council heard this item at the September 26, 2017 Workshop Meeting.

Original Background from September 26, 2017:
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 consist of intersection improvements at OKR and Palm Coast Parkway and the widening existing two lanes to four lanes with divided median, turn lanes, and sidewalks on each side.

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.

The City of Palm Coast is in the process of obtaining additional right-of-way and an easement required for the project from Wencoast Foods. Additional right-of-way and easements will be brought to Council for consideration as the project moves along.

Wencoast Foods accepted the City’s initial appraised offer of \$127,700 for the purchase of approximately 5,244 square feet of property fronting OKR at the Wendy’s restaurant located at OKR and Palm Coast Parkway. Acquisition of this property is necessary for the planned intersection improvements included widening of the existing pavement, installation of curb & gutter, underground storm drainage, and new sidewalks.

City staff recommends approval of this purchase to help facilitate the construction of the proposed improvements.

SOURCE OF FUNDS WORKSHEET FY 2017
Funding source is Florida Department of Transportation
Local Agency Program Agreement
FPN: 415964-1-48-01
Contract No: G0064

Recommended Action:
Adopt Resolution 2017-XX approving the purchase of 5,244 square feet of property fronting Old Kings Road, in the amount of \$127,700, from Wencoast Foods, Inc.

RESOLUTION 2017 - _____
PURCHASE OF ROW FROM WENCOAST FOODS, INC.
OLD KINGS ROAD WIDENING PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A PURCHASE AGREEMENT FOR THE ACQUISITION OF ADDITIONAL RIGHT-OF-WAY WITH WENCOAST FOODS, INC.; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to acquire additional right-of-way from Wencoast Foods, Inc. for Old Kings Road Widening Improvements;

WHEREAS, Wencoast Foods, Inc. desires to convey ownership of said property to the City for the above referenced improvements.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Offer and Purchase Agreement with Wencoast Foods, Inc., as referenced herein and attached hereto as Exhibit “A.”

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of October 2017.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit “A” – Offer and Purchase Agreement with Wencoast Foods, Inc.

Approved as to form and legality

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



May 2, 2017

Mr. Michael Peel
City of Palm Coast
160 Lake Avenue, Suite 203
Palm Coast, FL 32164

RE: Old Kings Road Widening
1 Old Kings Road, N, Palm Coast, FL 32137

Dear Michael:

Enclosed please find the documents you needed for the City's taking of the road frontage at the above location. Please let me know if there is anything else you need on this matter.

Sincerely,

Julie Lancaster
WenCoast Foods, Inc.

/jrl

Enclosures



City of PALM COAST

Community Development Department Construction Management & Engineering Division

575-030-31
RIGHT OF WAY
OGC - 08/07
Page 1 of 2

NOTICE TO OWNER

March 17, 2017

Wencoast Foods, Inc.
4030 Johns Creek Parkway
Suwanee, GA 30024

ITEM/SEGMENT #:	415964-1
STATE ROAD #:	N/A
COUNTY:	Flagler
PARCEL #:	100

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.

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

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, 
City Clerk/Paralegal

Enclosures:

Appraisal Report for Parcel 102
Legal Descriptions and Sketches
The Real Estate Acquisition Process Brochure

Received by: 

Certified Mail Number:

Date: 

OFFER AND PURCHASE AGREEMENT

ITEM/SEGMENT #: 415964-1
STATE ROAD #: N/A
COUNTY: Flagler
PARCEL #: 100

Seller: Wencoast Foods, Inc..

Buyer: City of Palm Coast, Florida

Buyer and Seller herby 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 100 (Sketch and Legal description Attached).

(b) Real Estate Purchased: 5,244 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. \$	115,400.00
Improvements	2. \$	9,300.00
Real Estate Damages	3. \$	3,000.00
(Severance/Cost-to-Cure)		

Total Real Property 4. \$ 127,700.00

(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) \$ 127,700.00

(f) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing \$ 127,700.00

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

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)

Duane L. Hoover 5/2/17
Signature Date

Duane L. Hoover
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 _____

This document received by _____ Date

Date

City of Palm Coast, Florida
Agenda Item

Agenda Date :

Department Item Key	Amount Account #
Subject CALENDAR/WORKSHEET	
Background :	
Recommended Action :	



Meeting Calendar for 9/27/2017 through 10/31/2017

9/27/2017 6:00 PM

Special Charter Workshop
Matanzas High School

9/28/2017 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

10/3/2017 10:00 AM

Animal Control Hearing
City Hall

10/3/2017 6:30 PM

City Council
City Hall

10/4/2017 10:00 AM

Code Enforcement Board
City Hall

10/4/2017 6:00 PM

Special Charter Workshop
Indian Trails Middle School

10/10/2017 9:00 AM

City Council Workshop
City Hall

10/17/2017 9:00 AM

City Council
City Hall



Meeting Calendar for 9/27/2017 through 10/31/2017

10/18/2017 5:30 PM

Planning & Land Development Regulation Board
City Hall

10/26/2017 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

10/26/2017 6:00 PM

Special Charter Workshop
Flagler Palm Coast High School

10/26/2017 6:00 PM

S
Flagler Palm Coast High School

#	File #	Item	Title	Staff
			Business Meeting 10/03/2017	
1		Resolution	Purchase Property - Utility Drive	Adams/Smith
2		Discussion	State Lobbyists RFP Final Ranking	Council
3		Resolution	Weir replacements	Cote/Brennan
4		Presentation	Senior Games Winners recognition	Lane
5		Ordinance 1st	Medical Marijuana	Meehan
6		Ordinance 2nd	Tearrock Rezoning	Papa
7		Ordinance 2nd	Tearrock FLUM	Papa
			Workshop 10/10/2017	
1		Resolution	OKR ROW Purchase	Cote/Peel
2		Resolution	Master Service Agreement State Lobbyists	Council
3	322	Resolution	Design & Construction Srvcs. Southern Wellfield Expansion LW 83, LW 84, LW 85 and New Raw Water Main Project	Flanagan/Kronenberg
4		Presentation	Road Impact Fees	Papa
			Business Meeting 10/17/2017	
1		Resolution	OKR ROW Purchase	Cote/Peel
2		Resolution	Master Service Agreement State Lobbyists	Council
3	322	Resolution	Design & Construction Srvcs. Southern Wellfield Expansion LW 83, LW 84, LW 85 and New Raw Water Main Project	Flanagan/Kronenberg
4		Ordinance 2nd	Medical Marijuana	Meehan
5		Ordinance	PC United Methodist Church Rezoning	Hoover
6		Presentation	Citizen's Academy 41st class	Lane (10/17)
7		Ordinance 2nd	Tearrock Rezoning	Papa
8		Ordinance 2nd	Tearrock FLUM	Papa
9		Ordinance 1st	Marina Del Palma FLUM	Papa
10		Ordinance 1st	Marina Del Palma Rezoning	Papa
			Workshop 10/24/2017	
			Business Meeting 11/07/2017	
1		Ordinance 2nd	PC United Methodist Church Rezoning	Hoover
2		Proclamation	World Diabetes Day	Lane (11/7)
			Future	
1		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan

2		Resolution	Property Exchange NECGA	Falgout
3		Resolution	Reconstruction of Surface Water Control Structures L-1 & K-1	Flanagan/Brennan
4		Ordinance	FLUM Annexation-Roberts Road	Papa
5		Ordinance 1st	Coastal Trace FLUM	Papa
6		Ordinance 1st	Coastal Trace Rezoning	Papa
7		Ordinance 2nd	PC 145 LLC FLUM	Papa
8		Ordinance 2nd	PC 145 LLC Rezoning	Papa
9		Resolution	Annual Fire Inspection Fees	Quinn
10	261	Resolution	InLine Fiber Contract	Viscardi

City of Palm Coast, Florida
Agenda Item

Agenda Date :

Department Item Key	Amount Account #
Subject ATTACHMENTS TO MINUTES	
Background :	
Recommended Action :	

CITY OF PALM COAST

RFP-ADM-17-50:

State Lobbyist Services

Prepared By:

Andy Palmer

Pierce Schuessler

MHD

METZ, HUSBAND & DAUGHTON, PA

2017 PALM COAST APPROPRIATION REQUEST

\$250,000 Pump Station Generators

- 50/50 Local Match

\$250,000 Wastewater Collection System Pipe and Manhole Lining

- 50/50 Local Match

2017 PROJECTS FUNDED AND APPROVED BY GOVERNOR SCOTT

\$1.4M Dade City Stormwater Retrofit

24% Local Match

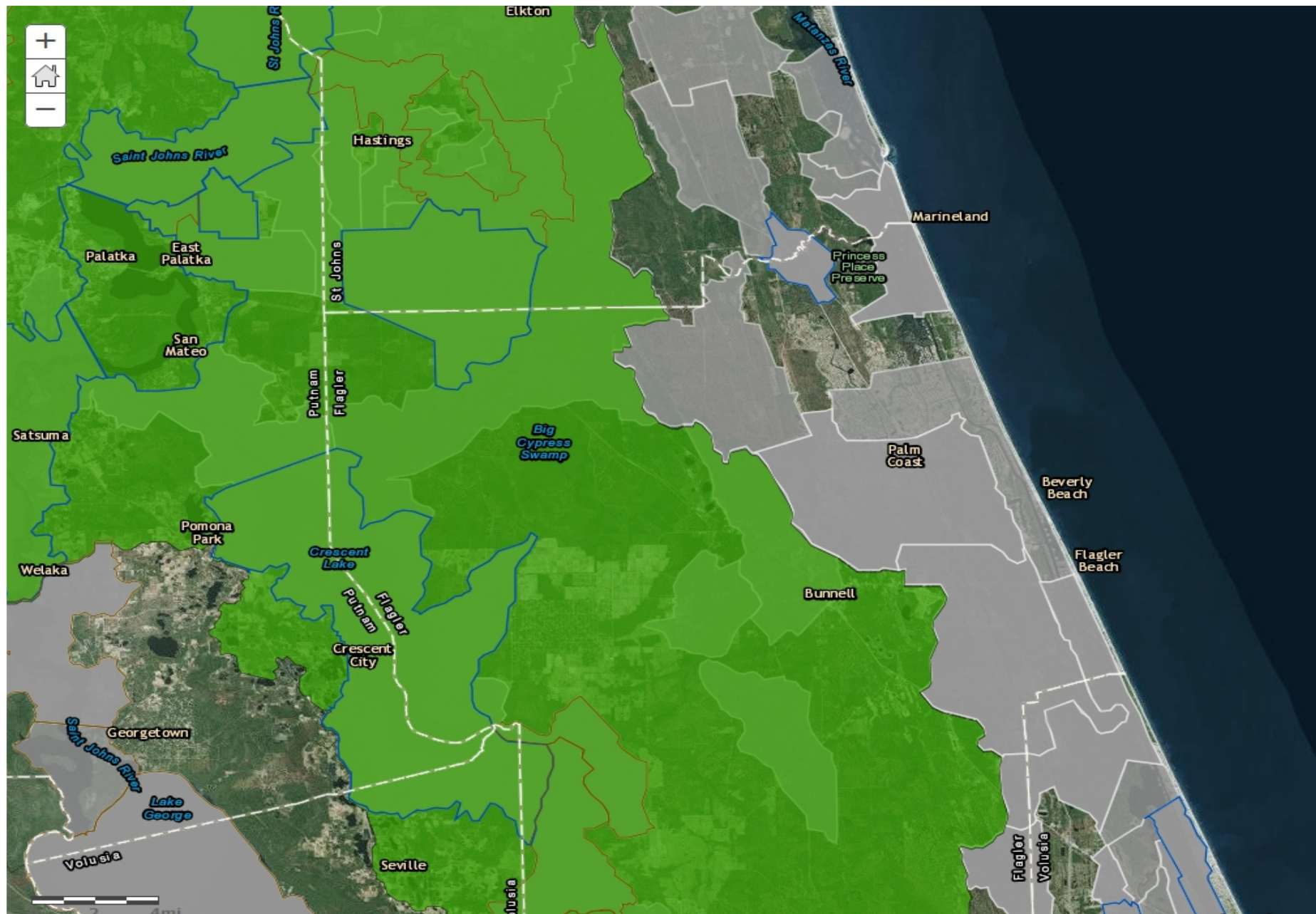


\$500,000 Fernandina Beach Fletcher Basin Stormwater Treatment

25% Local Match

MHID

METZ, HUSBAND & DAUGHTON, PA



ANY QUESTIONS?

THANKS!

MHD

METZ, HUSBAND & DAUGHTON, PA

FROM THE COAST TO THE CAPITOL

Building the City of Palm Coast's Government Relations Team for 2017 & Beyond





200+
CLIENTS

500+
YEARS
COMBINED EXPERIENCE

20+
LOBBYISTS

EXPERT
RED TAPE
CUTTERS

SOSTRATEGY.COM



FOLLOW US FOR
POLITICAL INSIGHTS
AND VIEWS FROM
THE INSIDE

TALLAHASSEE

Established: 1999
Cumulative Experience: 315+ years

13



Stacy Arias + Brian Bautista + Paul Bradshaw + David Browning
Chris Dudley + Mercer Fearington, Jr. + Allyce Hefflin
Jerry McDaniel + James McFaddin + Paul Mitchell
Clark Smith + Jim Smith + Monte Stevens

Strategic areas of expertise:



MIAMI

Established: 2009
Cumulative Experience: 40+ years

3

Edgar Castro
Kevin Cabrera
Nelson Diaz

Strategic areas of expertise:



TAMPA

Established: 2006
Cumulative Experience: 60+ years



Laura Boehmer
Seth McKeel
Sydney Ridley
David Shepp

Strategic areas of expertise:



JACKSONVILLE

Established: 2009
Cumulative Experience: 20+ years



Matt Brockelman
Deno Hicks

Strategic areas of expertise:



ORLANDO

Established: 2005
Cumulative Experience: 55+ years



Oscar Anderson
Kelly Cohen
Alex Setzer

Strategic areas of expertise:



FORMER GOVERNMENT POSITIONS



LOCAL



STATE



FEDERAL

Attorney General
Secretary of State
State Budget Director
Assistant General Counsel to the Governor
Chief of Staff for the Governor
Deputy Chief of Staff for the Governor
Agency Directors:
Office of Policy and Budget
Department of Community Affairs
Chiefs of Staff:
Department of Corrections
Department of Education
Department of Financial Services
Agency for Health Care Administration
Department of Highway Safety and Motor Vehicles.
Department of Insurance Regulation (Deputy Chief)

Deputy Chief of Staff at US Department of
Housing and Urban Development
Chief of Staff at Department of Community Affairs
Senior Advisor to Mayor of City of Orlando
Chief Lobbyist for Orange County Chairman
Chief Deputy for Seminole County Supervisor of Elections

State Representative
Appropriations Chair
Chief State and Federal Lobbyist for the
City of St. Petersburg
Chief Legislative Aide

Florida Liaison to Department of Political Affairs
of the White House
Gubernatorial Appointee to Florida Greenways
and Trails Council
Aide to the Mayor of the City of Jacksonville
Planning Commissioner for City of Jacksonville
University of North Florida Trustee

Legislative Aide, Florida House of Representatives
Campaign Consultant with Local, State, and Federal
Chairman, Republican Party of Miami

AGRICULTURE
APPROPRIATIONS
BANKING + FINANCE
BUSINESS DEVELOPMENT
CAMPAIGNS
ECONOMIC DEVELOPMENT
EDUCATION
ENERGY
ENVIRONMENT + SUSTAINABILITY
FAMILY LAW

GAMING
HEALTHCARE
HISPANIC OUTREACH
HOUSING
INSURANCE
INTELLECTUAL PROPERTY
LAND USE + DEVELOPMENT
LOCAL GOVERNMENT
LOTTERY
MANUFACTURING

MARINE SCIENCE
MEDICAL MARIJUANA
MILITARY
OIL + GAS
OUTDOOR ADVERTISING
POLICY
PUBLIC SAFETY
PUBLIC + PRIVATE PARTNERSHIPS
SENIOR ISSUES
SPORTS + ENTERTAINMENT

STRATEGIC PLANNING
TECHNOLOGY
TELECOMMUNICATIONS
TRANSPORTATION
TRAVEL + TOURISM
UTILITIES
WATER

TALLAHASSEE

ORLANDO

TAMPA

JACKSONVILLE

MIAMI

WHY SOUTHERN?

- Singular focus: government relations
- Largest footprint: unparalleled access to state government
- Winning culture: passionate, aggressive, ethical advocacy
- Strong identity: established, respected, ubiquitous brand



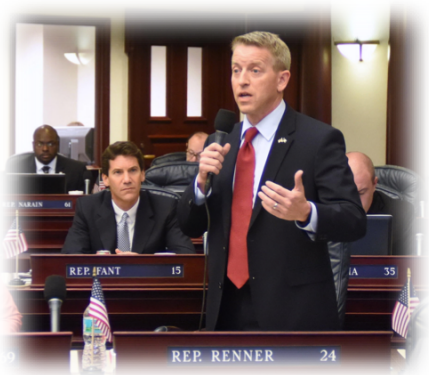
**LASER FOCUSED
STRATEGISTS**



BASIC TIMELINE

Interim Committees (Q4 2017)

- Develop internal structure
- Formalize legislative agenda
- Identify legislative champions
- Track & influence legislation



Post-Session (Q1/Q2 2018)

- Protect good legislation from veto
- Encourage veto of bad legislation
- Protect City appropriations from veto
- Debrief with City Council



Legislative Session (Q1 2018)

- Track & influence legislation
- Secure appropriations
- Facilitate direct interaction between City and State officials in Tallahassee



Looking Ahead (Q3 2018)

- Ensure smooth implementation of 2018 Session outcomes
- Begin working with stakeholders to identify emerging issues for 2019

HAPPENING THROUGHOUT: COMMUNICATION!

QUESTIONS & OPEN DISCUSSION

Municipal Broadband Network

Fiber and Cell Tower (FACT) Team





**BACKGROU
ND**

• Background



- 2005 - 2006 – Creation of municipal fiber optic network.
- 2007-2010 – Opened the network for use by other municipal agencies and local businesses.
- 2008 – Contracted with *Design Nine, Inc*
- Today – FiberNet spans 50+ miles throughout Palm Coast and neighboring cities.



• FiberNet – Current Models



- Open-access – Primary model. City maintains agreements with local Internet Service Providers (ISPs) who use FiberNet to provide last-mile connectivity.
- Direct transport – City provides active transport directly to other governmental agencies.
- Dark fiber leasing – City charges a flat fee, for connectivity from one point to another.



REQUEST FOR PROPOSALS



Scope of Services

Update our Municipal Broadband Network Business Plan

- Current Condition Assessment
- Feasibility Analysis
- Network Design Alternatives
- Business Model Alternatives and Considerations, Marketing
- Financial Model Alternatives, and Regulatory Assessment
- Recommendations
- Municipal Broadband Network Business Plan



Scope of Services



- **Task 1 – Current Condition Assessment**

- Infrastructure Assessment
- Inventory of Services

Deliverable – Provide a summary of the current conditions



Find Your Florida

Scope of Services



- **Task 2 – Feasibility Analysis**

- Conduct an analysis for expanding our municipal broadband network

Deliverable: Provide a summary to include a minimum of 3 feasible recommendations to guide the direction of the Business Plan.



Find Your Florida

Scope of Services



• Task 3 – Network Design Alternatives

- Provide an assessment of network design options, common vendor and technology alternatives, and related price estimates.
 - Research and identify alternative fiber network design options.
 - Assessment of services the options are able to deliver
 - Provide guidance for a phased build out of current facilities.
 - Alternatives should be accompanied by cost estimates.

Deliverable: Provide a summary to include a minimum of 3 network design alternative recommendations.



Scope of Services



- **Task 4 – Business Model Alternatives, Considerations and Marketing**

- Develop alternatives for deploying broadband services throughout the community.
- Research and provide a marketing strategy for each model, if applicable.
 - Consider at least, but not limited to, the following classes of business model alternatives:
 - Infrastructure Provider
 - Open-Access provider
 - Privatization
 - Public-Private Partnerships

Deliverable: Provide a written report on the business model alternatives to include justification for selected and non selected business models.



Find Your Florida

Scope of Services



Task 5 – Financial Model, Alternatives, and Regulatory Assessment

- Financial Model and Alternatives – Provide guidance on common financings alternatives likely to be available to the City. Prepare and present forecasted financial results for the envisioned network operations.
- Regulatory Assessment – Provide an overview of regulatory matters relevant to the operation of the envision network.

Deliverable: Provide a summary on the financial model, alternatives, and regulatory assessment based on the results from Task 4.



Scope of Services



Task 6 – Recommendations

- Provide final recommendations based on the information and analysis.

Deliverable: Provide final written recommendations.



Find Your Florida

Scope of Services



Task 7 – Municipal Broadband Network Business Plan

- Complete Municipal Broadband Network business plan encompassing the information completed in Tasks 1-6.

Deliverable: Business plan



Find Your Florida

Tentative Schedule



- September 26, 2017 – Scope Review
- October 4, 2017 – Issue RFP
- October 26, 2017 2 p.m. – Question Deadline
- November 2, 2017 at 2p.m. – Responses Due
- November 9, 2017 2 p.m. – Evaluation Date
- Mid-November 2017 – Short-listed Firms Present
- November 28, 2017 – City Council- Contract



Evaluation Criteria

1. Project Understanding and Proposal **(0-25 points)**
2. Project Innovation **(1-15 points)**
3. Experience with Similar Projects **(0 – 20 points)**
4. Project Team **(0 – 25 points)**
5. Proposal Cost **(0 – 15 points)**





QUESTIONS





I-95 Bridge Overpass Community Branding Feature

I-95 BRIDGE OVERPASS LOCATION



Community Development
Department



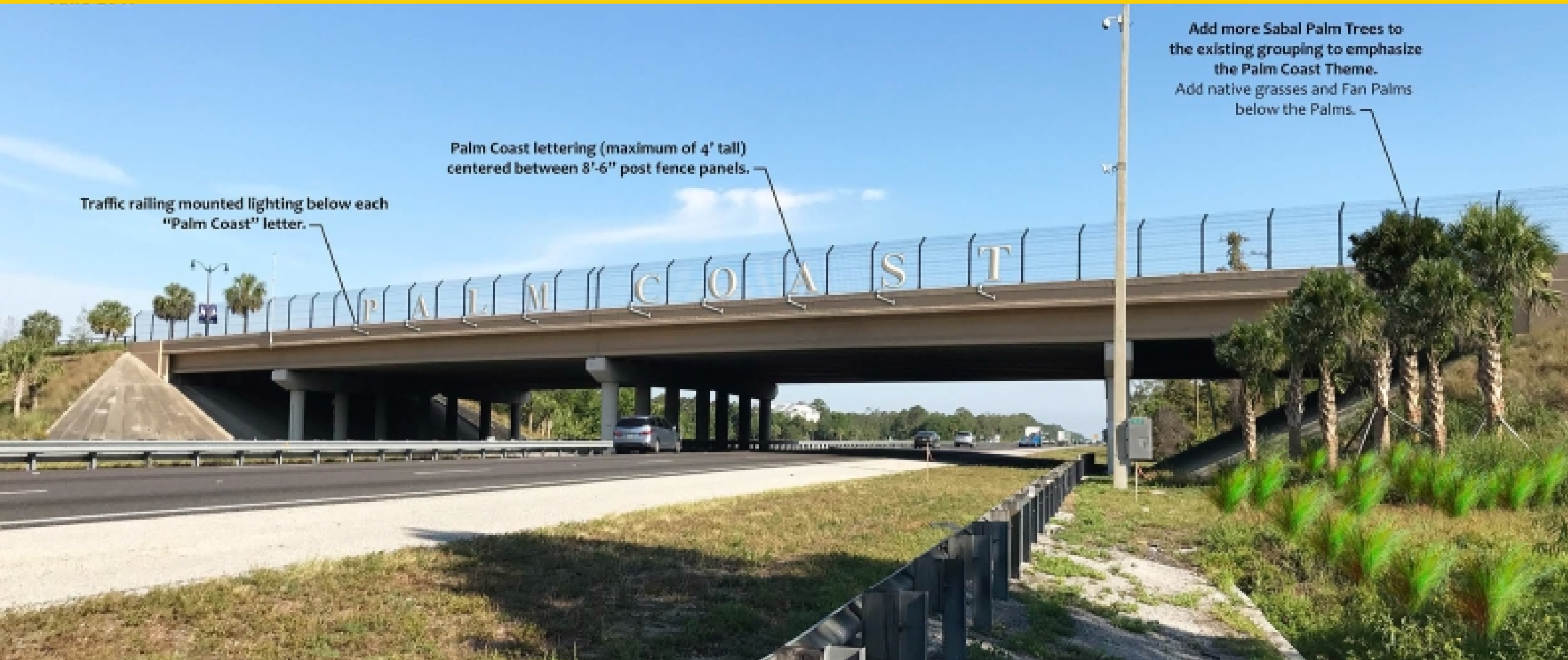
EXISTING BRIDGE



Community Development
Department



PROPOSED SIGNAGE



Traffic railing mounted lighting below each "Palm Coast" letter.

Palm Coast lettering (maximum of 4' tall) centered between 8'-6" post fence panels.

Add more Sabal Palm Trees to the existing grouping to emphasize the Palm Coast Theme.
Add native grasses and Fan Palms below the Palms.



Community Development
Department



NEXT STEPS

- **OBTAIN FDOT APPROVAL**
 - **Community Aesthetic Feature Agreement**
 - **Concept Phase**
 - **Final Phase (Resolution Required)**
 - **Construction Phase**
 - **Approval of Construction Contract**



PATH LIGHTING

Construction Management & Engineering



Overview

- Alternatives
- Recommendations
- Case Study



Alternatives



Path Lighting

Solar LED Alternatives



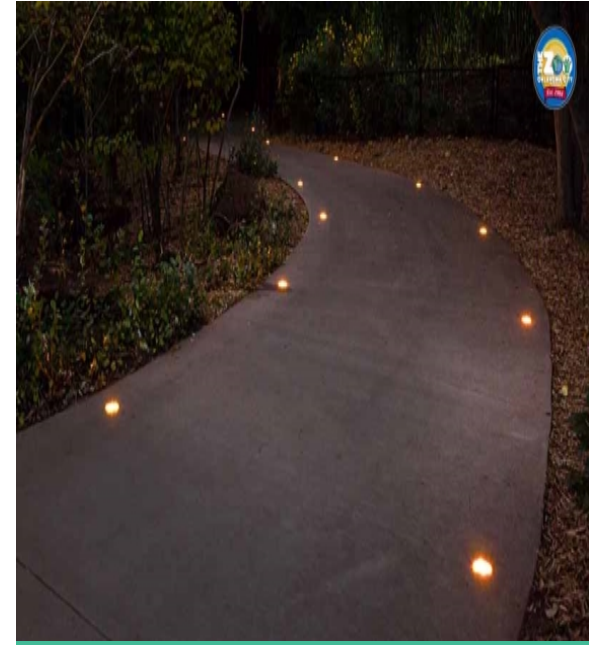
Light Poles



Bollards



Landscape



Roadway



Find Your Florida

Recommendation



Path Lighting

Roadway Solar LED



Single LED Light

Five LED Light

Paver Style

Recessed

Round Fixtures –
Easy installation

Paver Style –
Cast in Place



Find Your Florida

Path Lighting

Roadway Solar LED



Single LED Light

Five LED Light



Round

3 hour full sun charge
Dusk till Dawn
Multiple Color Options
3 Year Warrantee
10 Year Expected Life



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Case Study



Path Lighting

"F" Path



RPM 6 LED Light



Single LED

40 Foot Spacing

\$157 / Fixture

Approx. 208 Fixtures

Project Cost: \$32,656



Find Your Florida

Path Lighting

"F" Path



Single LED Light



Single LED

15 Foot Spacing
\$37 / Fixture

Approx. 1107 Fixtures
Project Cost: \$40,959



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Path Lighting

"F" Path



Five LED Light



25 Foot Spacing
\$112 / Fixture
Approx. 664 Fixtures
Project Cost: \$74,368
Color Blue
Enviro. Friendly
Less Intrusive



Find Your Florida

THANK YOU

Questions?

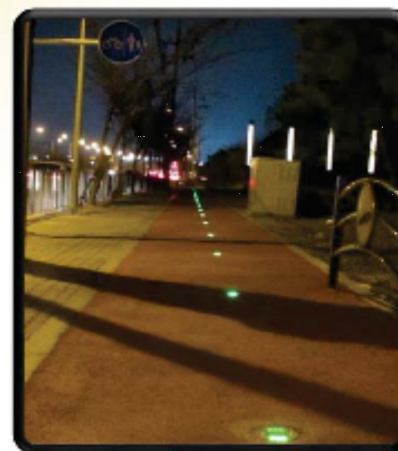


Roadway-Grade Pathway Light

- Flush Mount Capable of Withstanding Commercial Vehicles
- Uni or Bi-Directional
 - 3 or 6 LED
- Function Options
 - Steady, Slow Flashing or Fast Flashing
- Color Options
 - Red, Green, Blue, Yellow or White
- 3 Hour Charge Time (8 Hours Cloudy)
- 16 Hour Operating Time
- IP68 Waterproof Rating
- 3 Year Limited Warranty
- 10+ Year Life Expectancy
- Dimensions
 - 5.83" x 1.97"



Model: YHDD1

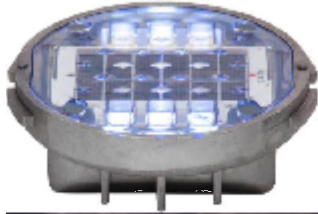


SOLARIGHT.
WIRELESS LIGHTING



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Trail Option 1 – Model YHDD1 Center Line (40' Spacing)



SOLARIGHT
WIRELESS LIGHTING



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2" Pathway Light

- Single LED
- Function Options
 - Steady, Slow Flashing or Fast Flashing
- Color Options
 - Red, Green, Blue, Yellow, White or Warm White
- 3 Hour Charge Time (8 Hours Cloudy)
- 16 Hour Operating Time
- IP68 Waterproof Rating
- 3 Year Limited Warranty
- 10+ Year Life Expectancy
- Dimensions
 - 2.75" x 1.5"



Model: GF



SOLARIGHT
WIRELESS LIGHTING



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Trail Option 2 – Model GF Edge Line (15' Spacing)



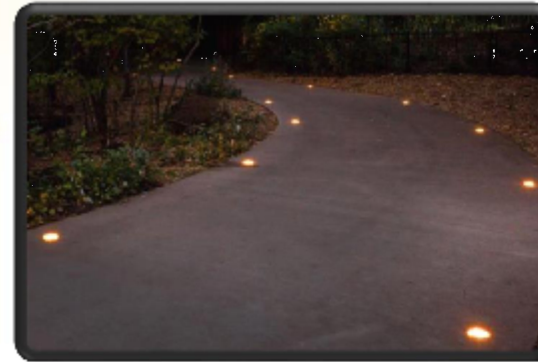
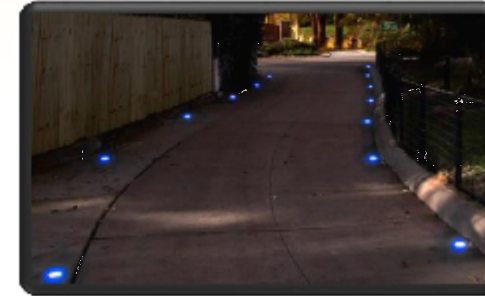
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3" Pathway Light

- 5 LED
- Function Options
 - Steady, Slow Flashing or Fast Flashing
- Color Options
 - Red, Green, Blue, Yellow, White or Warm White
- 3 Hour Charge Time (8 Hours Cloudy)
- 16 Hour Operating Time
- IP68 Waterproof Rating
- 3 Year Limited Warranty
- 10+ Year Life Expectancy
- Dimensions
 - 3.75" x 2.06"



Model: GF8



SOLARIGHT.
WIRELESS LIGHTING



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Trail Option 3 – Model GF8 Edge Line (25' Spacing)



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Proposed Medical Marijuana Ordinance

City Council Work Session
September 26, 2017

Planning Department



Senate Bill 8-A Regulation of Facilities

- Facilities cannot be within 500 feet of public or private schools.
- Enclosed structure.
- Florida Building Code and Fire Code applies.
- Hours of operation 7 am to 9 pm.
- No visible advertising from street.
- Dusk to dawn lighting.
- Alarm system and motion detector on unit openings, along with a secure room or vault.



Preemption Language in 8-A

- The City cannot ban a MMTC growing or processing facility.
- The City can ban MMTC dispensaries; however,
--- If the City chooses not to ban MMTC dispensaries then the City cannot be more restrictive than it currently regulates pharmacies.



Two Types of Pharmacy Sales



Retail with Pharmacy

- Winn Dixie
- Publix
- CVS
- Walgreens

Pharmacy (stand alone)

- Palm Coast Pharmacy
- Home Care Pharmacy
- Pinnacle Pharmacy
- Palm Coast – Town
Center Pharmacy @ City
Centre



WORK SHOP OPTIONS

1. Ban MMTC Dispensary locations.
2. Maintain the status quo & allow w/ current standards.
3. Amend the LDC to define pharmacy as allowed within specific districts in the Zoning table.
4. Extend the Moratorium.



COUNCIL DIRECTION

- ✓ 3. Amend the LDC to define pharmacy as allowed within specific districts in the Zoning table with the intention of excluding this use within Neighborhood Commercial (COM-1).



PROPOSED ORDINANCE

1. Defines Pharmacy & defines Medical Marijuana Treatment Center (MMTC).
2. Allows use in COM-2 & COM-3 and OFC-1 and OFC-2.
3. Use specifically excluded from COM-1.
4. Use allowed in MPDs if pharmacy use is specified.



Definition

Pharmacy is a retail use licensed under the Florida Statutes to dispense or sell prescription drugs, including, but not limited to, Medical Marijuana Treatment Center dispensing facilities, as referenced in Fla. Stat. 381.986(11), as amended from time to time.



TABLE 3-4
Office, Medical and Professional

USE	COM-1	COM-2	COM-3	OFC-1	OFC-2	IND-1	IND-2	PSP	P & G	PRS	MPD ⁽¹⁾
<u>Pharmacies^{2,3}</u>	<u>X</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

RATIONALE

1. Much of the City's COM-1 is located interior to neighborhoods.
2. COM-1 is intended for daily neighborhood needs.
3. Preference for use to be located in larger, more accessible & visible locations.
4. No pharmacies located in COM-1; therefore – no grandfathering issues.



Current Status

1. The PLDRB recommended the Ordinance (6-0) at their September 19, 2017 meeting.
2. Medical Marijuana related activity in City is under a moratorium pending this Ordinance.
3. Scheduled for City Council readings on October 3rd and October 17th.



THANK YOU

Questions?



