



City of Palm Coast
Agenda
CITY COUNCIL BUSINESS
MEETING
AMENDED AGENDA

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

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

Tuesday, February 20, 2018

9:00 AM

CITY HALL

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. MINUTES

1. MINUTES OF THE CITY COUNCIL:

- 1. January 30, 2018 Workshop**
- 2. February 6, 2018 Business Meeting**
- 3. February 13, 2018 Workshop**

F. PROCLAMATIONS

- 2. PROCLAMATION - RARE DISEASE DAY**

G. ORDINANCES FIRST READ

- 3. ORDINANCE 2018-XX - A COMPREHENSIVE PLAN AMENDMENT TO UPDATE THE WATER SUPPLY FACILITIES WORK PLAN**

H. RESOLUTIONS

- 4. RESOLUTION 2018-XX APPROVING A PARTIAL VACATION OF ONE-FOOT WIDE NON-VEHICULAR ACCESS AND LANDSCAPE EASEMENT IN KINGS POINTE COMMERCIAL SUBDIVISION REPLAT**

I. CONSENT

- 5. RESOLUTION 2018-XX APPROVING A CONTRACT WITH BBI CONSTRUCTION MANAGEMENT, A WORK ORDER WITH S&ME, AND A WORK ORDER WITH JPA, INC. FOR THE HOLLAND PARK PHASE 2 PROJECT**
- 6. RESOLUTION 2018-XX HAZARD MITIGATION GRANT PROGRAM PUMP STATION GENERATORS**
- 7. RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP FOR ADDITIONAL DESIGN PHASE SERVICES FOR THE OLD KINGS ROAD WIDENING PROJECT**
- 8. RESOLUTION 2018-XX APPROVING THE PURCHASE OF MATERIALS AND OTHER ASSOCIATED EXPENSES REQUIRED FOR CONSTRUCTION OF THE SESAME BOULEVARD PATH FROM CITATION BOULEVARD TO SELMA TRAIL**

9. RESOLUTION 2018-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC. FOR THE CONSTRUCTION OF THE WWTP NO. 1 CLARIFIER MECHANICAL EQUIPMENT REPLACEMENT PROJECT
10. RESOLUTION 2018-XXX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE SW-43 REPLACEMENT AND RAW WATER MAIN.
11. RESOLUTION 2018-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE PUMP STATION "D" IMPROVEMENTS PROJECT.
12. RESOLUTION 2018-XX APPROVING AN EASEMENT WITH THE AQUA INVESTMENT, CO. OF PALM COAST FOR THE OLD KINGS ROAD WIDENING PROJECT
13. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE POLK COUNTY CONTRACT WITH LIFE EXTENSION CLINICS, INC. FOR FIRE EMPLOYEE PHYSICAL EXAMINATIONS

J. PUBLIC PARTICIPATION

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

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

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

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

N. ADJOURNMENT

14. CALENDAR

City of Palm Coast, Florida Agenda Item

Agenda Date : 2/20/2018

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	MINUTES OF THE CITY COUNCIL: 1. January 30, 2018 Workshop 2. February 6, 2018 Business Meeting 3. February 13, 2018 Workshop	
Background :		
Recommended Action : APPROVE MINUTES OF THE CITY COUNCIL OF: 1. January 30, 2018 Workshop 2. February 6, 2018 Business Meeting 3. February 13, 2018 Workshop		



City of Palm Coast Minutes CITY COUNCIL WORKSHOP

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

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

Tuesday, January 30, 2018

9:00 AM

CITY HALL

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

VM Cuff called the meeting to orde at 9:07 p.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

VM Cuff led the pledge.

C. ROLL CALL

Ms. Settle called the role. Mayor Holland had an excused absence.

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.

No comments were received.

E. PRESENTATIONS

1. 2017 END OF YEAR REPORT AND STRATEGIC ACTION PLAN TIMELINE

Mr. Landon gave an overview of the item. Ms. Denise Bevan reviewed her presentation with Council.

CM Shipley: I know we changed the way we did the, did we change it to this?

Ans: Mr. Landon: Last year you did not do the interviews.

CM Shipley: That is what I thought. Did it get more confusing that way? Ans:

Mr. Landon: The interviews were very helpful structure the discussion.

CM Nobile: In the years that we did do that, can we get a copy of that before the presentation. Ans: Mr. Landon - they compile it and try to put into the current goals and objectives.

CM Klufas: This is the first time I have seen this. Is there a measure for what each department had available to them in order to accomplish their goals and their budgets? In the future it might be helpful to the report..

2. PRESENTATION ON PROPOSED PARKS AND RECREATION FEE STRUCTURE

Mr. Landon gave a brief overview of the item. Mr. Alex Boyer presented the changes incorporated from the last presentation to Council.

CM Shipley: Are we having a separate price for Palm Coast residents as opposed to outside people? We talked about giving a discounted rate for Palm Coast people. I did not know if that actually got worked into it. Ans: Mr. Boyer - we have not been directed that we have a community and non-community rate across the border.

CM Shipley: Have we done that in the past? Ans: Mr. Boyer – No, we have not.

CM Nobile: An event doesn't close the park does it? Ans: Mr. Boyer - It doesn't mean that someone can't come walk around the lake but you would not be allowed to have vendors that weren't not associated with the event.

CM Klufas: How would you rate the Friends of Tennis impression on how the operations are being managed now? Ans: Mr. Boyer - I believe the Friends of Tennis are very supportive of what we are doing over there. Several of them are taking private lessons from our pro.

CM Nobile: Do you have daily rates? Ans: Mr. Boyer - Yes, it is \$10 a day.

CM Nobile: We don't have an employee rate? Ans: Mr. Boyer - No. Everyone is treated the same.

Shipley: How is the restaurant at Palm Harbor? Ans: Mr. Boyer-Lunch and dinner has been very busy.

3. RESOLUTION 2018-XX APPROVING A CONTRACT WITH MAGELLAN ADVISORS FOR MUNICIPAL BROADBAND NETWORK BUSINESS PLAN

Mr. Landon gave an overview of the item. Debbie Streichsbier and Mr. Courtney Violetta reviewed presentations regarding the contract with Magellan. The presentations are attached to these minutes.

CM Klufas: Courtney, when did you work for the City of Palm Coast? Ans: Courtney Violetta - 2003-2010.

CM Shipely: The City will hire you to tell us what to do in order to become a smart city? Ans: Mr. Violetta- We will come up with a plan for you to execute.

CM Klufas : There is a lot of money about trying to invest in the infrastructure.

CM Shipley: Will there be some time for me to sit and know what it is? Ans: Mr. Landon - Absolutely, we are always available to meet with you to answer any questions you may have.

4. RESOLUTION 2018-XX APPROVING RELEASE OF REQUEST FOR SOLUTIONS FOR EXECUTIVE SEARCH FIRM

Mr. Landon gave a brief overview. Mr. Falgout and Jesse Scott reviewed the request for solutions. The presentation is attached to the minutes.

CM Shipley: Do we have a list of companies that do this? Seems like a long process.

CM Kufas: How we are going to find the City Manager that will lead us in the future but lead us into the future?

CM Cuff: I think it will be critical what is going to be the future of American Cities. One of the things I like is the timeline. I am willing to take the time to find the right person for the job.

VM Nobile: I got input from some of my contacts that is not something you take off the shelf.

CM Shipley: Has anyone approached us?

CM Nobile. There is a limited pool of candidates. It is not as vast those people who headhunt for Bank of America. Experiences of City Manager are different. The regulatory knowledge is necessary.

F. RESOLUTIONS

- 5. RESOLUTION 2018-XX APPROVING A COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN THE CITY OF PALM COAST AND DIAMOND TOWERS V LLC FOR CITY PROPERTY LOCATED AT 4 CORPORATE DRIVE FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER.**

Mr. Landon gave a brief overview of the item. Diamond is ready to move forward with a tower. It is part of the implementation of the MasterPlan.

CM Klufas: Who is the former company American Tower?

CM Nobile: Who is the carrier? Ans: Mr. Landon - AT&T

Klufas: Are we sure they have reached out to the carriers? Ans: Mr Landon - Yes.

- 6. RESOLUTION 2018-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC., FOR INTERSECTION IMPROVEMENTS TO BELLE TERRE BLVD AT SR 100 AND US 1 AT WELLFIELD GRADE (PUBLIC WORKS)**

Mr. Landon gave an overview of the item.

CM Nobile: Are they going to put the scale center in there? Ans: Mr. Landon - Yes, it is almost finished It will be virtual. If you get dinged, you have to turn around and get weighed.

- 7. RESOLUTION 2018-XX APPROVING A CONTRACT WITH INTEGRITY MUNICIPAL SYSTEMS, LLC FOR THE REPLACEMENT OF THE LIME SLAKING SYSTEM AT WATER TREATMENT PLANT #1**

Mr. Landon gave an overview.

- 8. RESOLUTION 2018-XX APPROVING A CONTRACT WITH PRO LIME CORPORATION FOR LIME SLUDGE REMOVAL, HAULING AND DISPOSAL**

Mr. Landon gave an overview on the item.

- 9. RESOLUTION 2018 XX APPROVING MASTER SERVICES AGREEMENTS WITH MULTIPLE FIRMS FOR ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS**

Mr. Landon gave an overview of the item.

- 10. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE LEE COUNTY CONTRACT WITH MILLER PIPELINE, INC. FOR MATERIALS AND INSTALLATION OF GRAVITY SEWER MAIN LINERS.**

Mr. Landon gave an overview of the item.

11. **RESOLUTION 2018-XX APPROVING PIGGYBACKING ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE INC. FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE.**

Mr. Landon gave an overview of the item.

12. **RESOLUTION 2018-XX APPROVING PIGGYBACKING THE US COMMUNITIES CONTRACT WITH CINTAS CORORATION TO PURCHASE UNIFORM RENTAL SERVICES AND FIRE PROTECTION SERVICES.**

Mr. Landon explained the item. Fire protection services. Annual inspection of fire extinguishers, etc.

13. **RESOLUTION 2018-XX APPROVING PIGGYBACKING A GOVERNMENT SERVICES CONTRACT WITH MEDORA CORPORATION TO PURCHASE SOLARBEE UNITS FOR CIGAR LAKE WATER QUALITY IMPROVEMENTS.**

Mr. Landon gave an overview of the item.

G. CONSENT

H. PUBLIC PARTICIPATION

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

George Mayor expressed his concerns re: Parks and Recreation fees.

Lews McCarthy: I go up and down Belle Terre, there has been a truck there. Now they have screened off the area. The last day they have been stringing lines from one end to the other. I am curious about the screened in part. What are they working on going underneath there? And now running lines from one end to the orhter.

ANS: Mr. Landon - The screened are is a weir we are replacing near Buddy Taylor. The trucks and lines is a company called Unitty laying fuber. There number one client is Verizon.

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

CM Shipley: On Florida Park Drive and you take a left, looks horrible. There is a sign that reads "Renovations to Holland Park 2015". It needs to be taking care of. She reported on another area of Florida Park Drive that is City owned and has not been mowed or cleaned in quite some time.

Ans: Mr. Landon - The clean up and pump station If it is City, we will send a crew to clean it up. We will take a hard look at it.

CM Klufas: Have we made any progress for security items for Holland Park?

Ans: Mr. Landon: I have talked to Steve Viscardi about the project and it is one of those we need to get moving forward.

CM Cuff: Parents are parking when school is letting out near Belle Terre. The corner is getting churned up and muddy and the kids are avoiding the muddy area and they end up in the street. ANS: Mr. Landon- Anytime when parents are avoiding the line when picking up their kids, causing problems if that is going to a neighborhood. We will have Mark Harmon and Sheriff deputies go out and solve that. If I have to put no parking signs, we can do that. It is a safety issue and very annoying.

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

Attorney Reischmann reported on Proposal 95, if passed, it will erode a lot of home rule. There are unintended consequences.

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

Mr Landon reported on upcoming events.

L. ADJOURNMENT

Motion by CM Klufas to adjourn the meeting at 11:05 a.m.



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

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

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

Tuesday, February 6, 2018

6:00 PM

CITY HALL

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

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Holland led the pledge to the flag.

C. ROLL CALL

Ms. Settle called the roll. Council Member Nobile had an excused absence.

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.

Steve Carr: In 1999, the City founders of Palm Coast promised to protect existing residential areas. In 2003, the City Council committed to alleviate heavy traffic on Florida Park Drive. Traffic according to FDOT has reached 8,600 cars per day, 645 trucks per day, just 60 feet from children's bedrooms. The City of Palm Coast Comprehensive Plan insure that proposed land uses the development do not adversely impact existing residential areas. Code of Ordinance City of Palm Coast, Chapter 24 regulate and abate the activities causing or which may cause pollution of air may unreasonably interfere with the comfortable enjoyment of life within the City. Turn lanes from the parkways have created thoroughfare traffic. A large portion of this traffic seems to come from the C Section. It funnels down a single residential street, Florida Park Drive when that community, the C Section, has a traffic interchange at the Parkway which does not involve any residential street, the intersection of Palm Coast Parkway and Palm Harbor Parkway. The City promised to reduce traffic. One year later, increased traffic by 400 cars per day. The City has ignored scientific studies about the harm of traffic closed to proximity to homes.

Jack Carrall: Can I ask you to pull Item 11 on the consent agenda?

George Mayo: What I have seen in the newspaper four times this week and three times on TV, the new thing, if you haven't heard are Flame Throwers. Elon Musk, one of his subsidiary companies is making them. I am old enough when someone says flame thrower to me, I think the Vietnam War. They claim you can use them for removal of weeds and snow. I asked the County Commissioners yesterday, they said they would look into banning it. The State of California has ban them if they shoot more than ten feet. The State of Maryland has banned them completely. I couldn't imagine being a deputy going to domestic calls for someone that doesn't have a gun but they have a flame thrower. Or they are walking up to a car and they don't have a gun but they have a flame thrower. Now you have to really worry about it. I will leave this with the clerk and hope you can look into this and have the City of Palm Coast ban flame throwers. The other thing I wish to ask about is Flagler Human Society at One Shelter Drive. I went there to make a donation and the roadway or driveway is dirt and you can almost bottom out your car. I don't know if it is a City road or not. I don't know if the City could help them out by scraping and leveling it out.

Ans: Mr. Landon- Flame throwers are a new one on me. I have got some people in the back row that can look into that and see what other cities are doing. Atty. Reischman-I have been hearing about it just for the last couple of weeks. That is the only time that it started to make the national and local news. Local governments that I work with have not taken up any ordinances but I am happy to work with staff to take a look at that if that is the Council's direction and request.

Ans: Mr. Landon- Humane Society. It is a private drive. It is like any other private drive, we start agreeing to help people with their drive, whether they are a good cause or not. You can't use your tax dollars on that. I know it is not city. I am 99% sure it is a private drive. If it was a county. I will be happy to confirm that it is not a county road. The agenda moved to Item F2.

E. MINUTES

- 1. MINUTES OF CITY COUNCIL
JANUARY 16, 2018 BUSINESS MEETING
JANUARY 20, 2018 SPECIAL**

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Shipley

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

The agenda moved to Item F 3.

F. PRESENTATIONS

- 2. PRESENTATION ON THE THIRD ANNUAL HEALTH AND SAFETY EMPLOYEE CALENDAR**

Mr. Landon gave a brief overview of the item. Pete Roussell and Fred Greiner reviewed their presentation with the Council. Each winner was awarded creative tools to continue their artwork. The agenda moved to E 1.

- 3. PRESENTATION BY THE ROTARY CLUB OF FLAGLER COUNTY RECOGNIZING THE PALM COAST VOLUNTEER FIREFIGHTERS FOR THEIR SUPPORT AND ASSISTANCE WITH FANTASY LIGHTS**

Deputy Fire Chief Forte presented members of the Volunteer Rescue Fire Inc. He explains some of the programs the 501c3 does for the community. Bill Butler thanked the team for their assistance in breaking down of the Fantasy Lights events. Mr. Tracy Loftus presented a donation for \$400.00 to the Palm Coast Volunteer Rescue Fire Inc.

G. ORDINANCES SECOND READ

- 4. ORDINANCE 2018-XX TO REZONE 40 COLECHESTER LANE FROM MFR-1 TO SFR-1**

Mr. Landon explained the property application needs to be postponed. It will be readvertised and come back to you at a later time.

5. ORDINANCE 2018-XX REPEALING CHAPTER 54 WIRELESS COMMUNICATIONS AND AMENDING CHAPTER 4 OF THE UNIFIED LAND DEVELOPMENT CODE

O2018-2

Attorney Reischmann read the title of the ordinance into the record. Mr. Landon gave a brief overview of the item.

Public hearing was opened. No comments were received.

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Shipley

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

6. ORDINANCE 2018-XX AMENDING CHAPTER 42 ARTICLE IV COMMUNICATION RIGHTS-OF-WAY

O2018-1

Attorney Reischmann read the title of the ordinance into the record. Mr. Landon gave a brief overview of the item.

Jack Carrall- Do we get any kind of a fee for this right-of-way.

Ans: Mr. Landon - The State sets that fee or sets the maximum. I beleive it is \$100.00 per year, per cell. is the maximum we can charge.

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

H. RESOLUTIONS

7. RESOLUTION 2018-XX PARKS AND RECREATION FEE STRUCTURE

R2018-17

Mr. Landon gave a brief overview of the item. Alex Boyer reviewed the presenation with Council.

Public Comment

Jack Carrall- You put a deposit down to play on the fields and then when you are fine, you get your deposit back. Who maintains the fields after they leave. If they playing sports with cleats. Do we absorb that? Who pays for that?

Mr. Neidleback. Would the consider changing the fees for non-profits to a lower rate?

Ans: Mr. Landon - Once again, the goal is really one of our priorities of our Indian Trails complex is to bring in the tournaments. When we do that, we estimated one quarter we have made about a \$3 million investment or impact on the community. When those people stay in our hotes, etc., cash register rings and we get sales tax. We really benefit from that. Our businesses benefit from that so that is why we want to make sure we are very attractive. We use those dollars to maintain the fields. The deposit is being asked for because someone might say they need ten fields and then we line them, etc. They only have teams for four fields and you might as well ask for all ten whether you need them or not.

Ans: Mr. Landon - I would say our rates are very low and obviously there is some cost for set up and those type of things. Alex Boyer - the fees are set up to cover the cost of operations. In order to have staffing in the building, that is what it would cost per hour. It is not necessarily cost recovery. It is operations.

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Shipley

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

I. CONSENT

8. RESOLUTION 2018-XX APPROVING A CONTRACT WITH MAGELLAN ADVISORS FOR MUNICIPAL BROADBAND NETWORK BUSINESS PLAN

R2018-10

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

9. RESOLUTION 2018-XX APPROVING RELEASE OF REQUEST FOR SOLUTIONS FOR EXECUTIVE SEARCH FIRM

R2018-11

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 10. RESOLUTION 2018-XX APPROVING A COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN THE CITY OF PALM COAST AND DIAMOND TOWERS V LLC FOR CITY PROPERTY LOCATED AT 4 CORPORATE DRIVE FOR CONSTRUCTION OF A TELECOMMUNICATIONS TOWER.**

R2018-18

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 11. RESOLUTION 2018-XX APPROVING A CONTRACT WITH HALIFAX PAVING, INC., FOR INTERSECTION IMPROVEMENTS TO BELLE TERRE BLVD AT SR 100 AND US 1 AT WELLFIELD GRADE (PUBLIC WORKS)**

R2018-9

Jack Carrall going back four or five months the meeting with Senator Hutson and State Representative Renner. We need a line on 100 and Belle Terre that is a turn line but you are going to pave that. I thought it was a State road. Does that belong to the City? And if you do pave it, are you going to put the line in?

Ans: Mr.Landon - Mr. Carrall is correct. State Road 100 is a State Highway owned by the State but what we are doing is widening Belle Terre right at the State Highway and Belle Terre is a City street. This project is north bound, traffic coming from the south when it hits State Road 100 there will now be a right turn lane.

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 12. RESOLUTION 2018-XX APPROVING A CONTRACT WITH INTEGRITY MUNICIPAL SYSTEMS, LLC FOR THE REPLACEMENT OF THE LIME SLAKING SYSTEM AT WATER TREATMENT PLANT #1**

R2018-12

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Shipley

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Shipley

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 13. RESOLUTION 2018-XX APPROVING A CONTRACT WITH PRO LIME CORPORATION FOR LIME SLUDGE REMOVAL, HAULING AND DISPOSAL**

R2018-13

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 14. RESOLUTION 2018 XX APPROVING MASTER SERVICES AGREEMENTS WITH MULTIPLE FIRMS FOR ARCHITECTURAL SERVICES ON AN AS-NEEDED BASIS**

R2018-19

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 15. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE LEE COUNTY CONTRACT WITH MILLER PIPELINE, INC. FOR MATERIALS AND INSTALLATION OF GRAVITY SEWER MAIN LINERS.**

R2018-14

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 16. RESOLUTION 2018-XX APPROVING PIGGYBACKING ST. JOHNS COUNTY CONTRACT WITH CHEMTRADE INC. FOR THE PURCHASE OF LIQUID ALUMINUM SULFATE**

R2018-15

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Shipley

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

- 17. RESOLUTION 2018-XX APPROVING PIGGYBACKING THE US COMMUNITIES CONTRACT WITH CINTAS CORPORATION TO PURCHASE UNIFORM RENTAL SERVICES AND FIRE PROTECTION SERVICES**

R2018-16

Pass

Motion made to approve made by Vice Mayor Cuff and seconded by Council Member Shipley

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

18. RESOLUTION 2018-XX APPROVING PIGGYBACKING A GOVERNMENT SERVICES CONTRACT WITH MEDORA CORPORATION TO PURCHASE SOLARBEE UNITS FOR CIGAR LAKE WATER QUALITY IMPROVEMENTS.

R2018-20

Pass

Motion made to approve made by Council Member Shipley and seconded by Vice Mayor Cuff

Approved - 4 - Vice Mayor Robert Cuff, Council Member Nick Klufas, Council Member Heidi Shipley, Mayor Milissa Holland

J. PUBLIC PARTICIPATION

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

Jon Netts: Several months ago, I appeared before you to bring your attention to Florida Park Drive and extraordinarily unsightly and dangerous situation on Florida Park Drive. Whether it is due to a perched water table or whatever, there are two areas one on either side of Holland Park, north bound side where the water is constantly standing. The dangerous part is in two areas water is flowing over the sidewalk continuously. The reality is the pavement is slippery and dirty and messy. Since the time I brought this up two months ago, Mr. Landon was aware of it and it was on your work plan. So far, nothing has been done and the situation remains the same. We put a lot of money into making Holland Park an attractive asset for the City but as you approach it now, you see this mess. I would really like you to do something about it

Blanche Valentine. I purchased a lot on Long Place. Watched all the way through Hurrican Matthew, no problem. I built a house. I have had so much trouble. I have been calling about the swales, the pep tank. I paid for the bore test before it approaches the house, still no relief. Swales were trented I don't know what I am to look to the City for and it has become a bad problem.

Ans: Mr. Landon - Florida Park Drive. We agree. I talked to our design people. Mr. Netts is 100% correct. This is not just a maintenance issue but it is also a design issue where we are going to have to figure out how to redirect the water table. I have asked Mr. Flanagan to make it a priority. This will further emphasize that we get this done.

Mr. Flanagan will connect with Ms. Valentine to help with her different issues.

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

CM Klufas I would like to thank City staff who were working diligently today to try to rescue the ducks who had finishing line around their beeks. I had alerted Mr. Landon and they were out there promptly. Thank you. I know they spent some time doing it.

Mayor Holland: I have one item. Is there ever going to be a light on Matanzas Interchange, coming up as you are going off the ramp and either turning left or right? Ans: Mr. Landon-A traffic signal or a street light? Mayor Holland-A traffic signal? Ans: Mr. Landon - We were surprised that the signal was not included with the Interchange Project. The right-of-way has been transferred from Flagler County to the City and it is one of our projects we are asking the State to take a look at to see if it warrants a traffic signal at the intersection. I think, those who are not familiar with Palm Coast, don't understand how many people feed in and out of the intersection and the high school traffic. I am not surprised with the traffic there. I thought the signal should have been installed immediately. But we will add it to our list of request that the State install that. It is a State signal.

Mayor Holland: I would have Mr. Brockman reach out to Representative Renner since he is very familiar with it.

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

No report was given.

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

Mr. Landon reported on the birding festival. Muse Peterson is well known nationally, if not, internationally as a birding expert and we are privileged to have him. We have rented the auditorium at Flagler Palm Coast High School this Saturday evening. I encourage people to take a look at the website and come out.

We had another great Men's Future Tennis Tournament, USTA . Very proud of our staff and we have actually been in charge of running it. Very proud and got great comments.

We have a luncheon lecture scheduled for Friday, the 16th. Florida licensing on wheels. Come and learn what that means, it has to do with driving.

Mayor Holland: I think it was interesting, I will say because I spoke at the last one. The theme was "Shop Local." There were a couple hundred people there. It was a great turn out.

N. ADJOURNMENT

CM Cuff motioned to adjourn the meeting at 6:58 p.m.



City of Palm Coast Minutes CITY COUNCIL WORKSHOP

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

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

Tuesday, February 13, 2018

9:00 AM

CITY HALL

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

Vice Mayor Cuff called the meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

Vice Mayor Cuff led the pledge.

C. ROLL CALL

Ms. Settle called the roll. Mayor Holland had an excused absence.

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.

No comments were received.

E. PRESENTATIONS

1. PRESENTATION ON THE NATIONAL CITIZEN SURVEY RESULTS FOR 2017

City Manager Landon gave a brief overview of the item. It was agreed upon to do a survey every other year. Lesson learned is not to take a survey after the hurricane.

Ms. Denise Bevan presented a PowerPoint presentation, which is attached to these minutes.

CM Klufas-What do you attribute those things to anything specifically, like travel by car, travel flow because of the Matanzas interchange? The new sheriff? Ans: Ms. Bevan-It is really interpretation, we have seen, and you will see this on the next slide, the timing of when the survey hit. We start planning in July and said it would go out October 20. We really hoped that they (survey responders) are looking beyond the immediate time of the survey.

VM Cuff-Was this the first survey we had this question on? Ans: Ms. Bevan-Correct.

CM Shipley-Do we not have a question portion on the survey? Ans: Ms. Bevan-No, this survey did not provide that field of entry.

VM Cuff-On the hurricane question, where were the call centers? Ans: Ms. Bevan-Flagler County and Palm Coast Customer Service.

CM Klufas: How was the online questionnaire? Ans: Ms. Bevan-574 respondents. Very similar results to the mailing.

2. RESOLUTION 2018-XX APPROVING A CONTRACT WITH BBI CONSTRUCTION MANAGEMENT, A WORK ORDER WITH S&ME, AND A WORK ORDER WITH JPA, INC. FOR THE HOLLAND PARK PHASE 2 PROJECT

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

CM Nobile-When you say Phase 2, are you referring to the splash park or the whole project? Ans: Mr. Landon-The splash park is just an element, we are referring to the whole project.

VM Cuff-Has the splash park technology advanced in the past 5 to 10 years? Ans: Mr. Cote-We will be looking at this during this phase.

CM Shipley-Will there be a changing area? Ans: Mr. Cote-The new restroom has a changing stall.

CM Shipley-The bottom right (on the slide), the activity center, what is that? Ans: Mr. Cote-That is the Historical Society building right now.

CM Shipley-Did we have a construction manager on the first phase? Ans: Mr. Landon-No, it was General Contractor.

CM Klufas-Historically, when we have used a construction manager, what type of cost savings have been returned to them? Do we have a percentage? Ans: Mr. Cote-I know it was minimal.

CM Nobile-Can each component be replaced at any time? Ans: Mr. Landon-Yes, exactly because they will be responsible ultimately and they will be able to vet (hire) those subs better.

CM Klufas-Are there any penalties or incentives? Ans: Mr. Cote-Currently, no incentives but there are liquidated damages for not completing the project on time.

CM Nobile-What is the duration? Ans: Mr. Cote-We are working on that now and bring it back to you.

VM Cuff- Are we anticipating construction to be 6-9 months? Ans: Mr. Cote-It will be longer than that. We are working on stages and sequencing the work.

CM Klufas-Since we keeping the park open during active construction, are there any type of plans to have barricades (around Splash Park) out there? Ans: Mr. Cote-There will be barricades to secure certain areas.

CM Shipley-Are we going to be closer to homes? Are there going to be homes that will be affected by construction? Ans: Mr. Cote-No, the only area that they will be near homes will be near the maintenance building and fitness building. There will be a construction access road (along here-depicting on slide)-no closer than Phase I. There is a buffer already here.

CM Shipley-With the Splash Park, there are already drainage problems in the park, will the splash park hurt it or help? Ans: Mr. Cote-There are some yard drains that will be adding in and final grading will be corrected and made final with this work.

CM Klufas-The reason we do not have lights out there (on the fields) is because of the surrounding homes? Ans: Mr. Landon-Major complaints even with the lights we have out there.

CM Nobile-How many racquetball courts are going in? Ans: Mr. Cote-There will be three racquetball and two Pickleball.

the lights are not on the field. Three racketball and two pickleball.

3. ORDINANCE 2018-XX - A COMPREHENSIVE PLAN AMENDMENT TO UPDATE THE WATER SUPPLY FACILITIES WORK PLAN

Mr. Landon gave a brief overview of the item. Jose Papa and Brian Matthews provided a PowerPoint presentation, which is attached to these minutes.

CM Klufas-Do we have the facilities to do that now? Ans: Mr. Matthews-Yes.

VM Cuff-On the spreadsheet with the 6 million gallons that is in addition to fresh water allocation? Ans: Mr. Matthews-Absolutely.

VM Cuff-Does Water Plant 3 have the capability? Mr. Matthews-Not at this time. It has been budgeted.

CM Nobile-The global plan is to produce drinking water and deliver to the homes but no plan to segregate the home itself? Ans: Mr. Matthews-You do not need the same quality of water throughout the home. You want to reuse the water within the home as opposed to bringing it back to a central system? Ans: Mr. Nobile-Yes. Mr. Matthews-the homeowner would then incur the cost. Ans: Mr. Landon-With the new neighborhoods being constructed, there is a lot of reuse water. The Grand Landings, Hidden Lakes, Toscana, Grand Haven (some), not original ITT neighborhoods, are putting in the purple pipes (reuse).

VM Cuff-Our current CUP is 11.2 million a day. Current projections for 2020 is 1 million gallons of fresh water. We are only talking about using 3 of it in the current projects. Ans: Mr. Matthews-This changes year to year and so there will be adjustments up and down.

F. WRITTEN

4. RESOLUTION 2018-XX HAZARD MITIGATION GRANT PROGRAM PUMP STATION GENERATORS

Mr. Landon gave an overview of the item.

VM Cuff-Will these generators be installed at the lift stations? Ans: Mr. Landon-Yes.

5. RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP FOR ADDITIONAL DESIGN PHASE SERVICES FOR THE OLD KINGS ROAD WIDENING PROJECT

Mr. Landon gave a brief overview of the item.

CM Shipley-It can start any where within the five years? Ans: Mr. Landon-Yes, their 2020 budget.

CM Nobile-We will break it up into three pieces? Ans: Mr. Landon-Yes

CM Shipley-Are we waiting for approval for businesses? Ans: Mr. Landon-We have one today and there are others we are waiting on.

6. RESOLUTION 2018-XX APPROVING THE PURCHASE OF MATERIALS AND OTHER ASSOCIATED EXPENSES REQUIRED FOR CONSTRUCTION OF THE SESAME BOULEVARD PATH FROM CITATION BOULEVARD TO SELMA TRAIL

Mr. Landon gave a brief overview of the item.

CM Shipley-Have we already been out there and had our meetings out there? Any complaints? Ans: Mr. Landon-The only complaint I have heard is "how come it is taking so long." It is long street and people are walking out on the street.

CM Shipley-Does that lead to the park over there? Ans: Mr. Landon-It will be a loop for anyone walking by the Seminole Woods Park. Sesame neighborhood will be able to get to the park via the path.

7. RESOLUTION 2018-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC. FOR THE CONSTRUCTION OF THE WWTP NO. 1 CLARIFIER MECHANICAL EQUIPMENT REPLACEMENT PROJECT

Mr. Landon gave an overview of the item.

CM Shipley-It's not down right now? Ans: Mr. Landon-No, it is not.

8. RESOLUTION 2018-XXX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE SW-43 REPLACEMENT AND RAW WATER MAIN.

Mr. Landon gave a brief overview of the item.

CM Nobile-What are the funding sources to the Utility Capital Fund? Ans: Mr. Landon-Utility services charges that people pay on their utility bills, impact fees and the last is sometimes we are able to get grants for stormwater, mostly.

9. **RESOLUTION 2018-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE PUMP STATION “D” IMPROVEMENTS PROJECT.**

Mr. Landon gave a brief overview of the item.

10. **RESOLUTION 2018-XX APPROVING AN EASEMENT WITH THE AQUA INVESTMENT, CO. OF PALM COAST FOR THE OLD KINGS ROAD WIDENING PROJECT**

Mr. Landon gave a brief overview of the item.

11. **RESOLUTION 2018-XX APPROVING PIGGYBACKING THE POLK COUNTY CONTRACT WITH LIFE EXTENSION CLINICS, INC. FOR FIRE EMPLOYEE PHYSICAL EXAMINATIONS**

Mr. Landon gave a brief overview of the item.

G. PUBLIC PARTICIPATION

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

Jack Carrall-When are we going to talk about the City Charter?

George Mayo-The pump and pep tanks. Is it possible to consider allowing people that have generators to plug into the panel; that would solve some problems. There is a definite need for a stand alone Senior Center, please keep it in the back of your mind that we need to plan for it.

Responses to Public Comments:

Charter-Ans: Mr. Landon-The charter is scheduled for the next workshop.

Community Center-Ans: Mr. Landon-You will see many more senior programs at the Community Center. We do have an update to the Recreation Master Plan coming to you shortly.

Feasibility generator to pep tank-Ans: Richard Adams-All of our new panels have a receptacle so we can go door to door with small generators to power that pep panel temporarily. However, we really can't have homeowners in that panel. I would encourage homeowners to have their electricians wire their generators, as such, because the power for your pep panel comes out of your electric panel out of your home. You can have your electrician wire it up so you can take your own generator on that breaker in your home panel and it will run your pep tank.

VM Cuff-Is there anyway to prevent or make sure they are not pumping out their pep tank? Ans: Mr. Adams-It is ok for them to pump out their pep tank; it is our responsibility to make sure the lift station is powered.

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

CM Shipley: Holland Park inside in the big dog park. A dog got stuck in a white cement opening. Ans: Mr. Landon-We can take a look at it.

CM Shipley-In the Palm Coaster, Palm Harbor Golf Course, we have the golf course as 100 Cooper Lane, that takes people through the neighborhood. Ans: Mr. Landon-We will look into that.

CM Nobile-Can you communicate with the paving company to encourage them not to leave their trash behind? Ans: Mr. Landon-Will do.

CM Nobile-After the hurricanes, there were a lot of locations where water encroached into the homes, where are we with mitigating with those specific areas? Ans: Mr. Landon-We just signed a work order having to do the Storm Water Master Plan. We have a new engineer, Mike Peel who is in charge of this project. He gives me updates periodically. It is a high priority.

CM Cuff-I wanted to give an atta boy for the Brides of Feather Fest. I was very impressed. Ans: Mr. Landon-Thank you for the atta boy. It has gotten bigger and better every year. Cindy and her team take the lead.

CM Shipley-Waste Pro, I happened upon the feed for the "L Section neighborhood" that WastePro is horrible. Ans: Mr. Landon-I saw that but we need specifics. We have forwarded it on to WastePro as well, but we need specifics to make it right.

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

Nothing at this time.

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

Mr. Landon- We deal with trees days in and day out in the community. We are about ready to do what we do with trees. Ms. Carol Mini is getting ready to cut down some trees that are large and potentially dangerous. Ms. Mini provided Council with some photos of declining laurel oak trees along Palm Coast Parkway West bound. The City will be planting some better quality species.

Community Center-We are getting into the final phase of the community center. The opening date will be March 23. The plan is to have a grand opening at 5:00 p.m on March 23. It will be open for the community at that time. Alex is going to start scheduling soon. The regular customers we had in the community center will have an opportunity to come back and get rescheduled. We also have our own programs to schedule and then we will open reservations after the opening.

Another event that we are trying to establish-State of the City Address of some type and do that at the Community Center on Tuesday, April 3 and with a luncheon.

K. ADJOURNMENT

The meeting adjourned at 11:10 a.m.

*Respectfully Submitted,
Kate Settle, Deputy City Clerk*

12. CALENDAR

City of Palm Coast, Florida Agenda Item

Agenda Date : 2/20/2018 9:00:00 AM

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	PROCLAMATION - RARE DISEASE DAY	
Background: The National Organization of Rare Diseases (NORD) requests the City proclaim Wednesday, February 28, 2018 as Rare Disease Day.		
Recommended Action : Proclaim February 28, 2018 as Rare Disease Day.		



PROCLAMATION

Whereas, there are nearly 7,000 diseases and conditions considered rare – each affecting fewer than 200,000 Americans – in the United States, according to the National Institutes of Health (NIH); and

Whereas, while each of these diseases may affect small numbers of people, rare diseases collectively affect an estimated 30 million Americans, which is 1 in 10 people; and

Whereas, many rare diseases are serious and debilitating conditions that have a significant impact on the lives of those affected; and

Whereas, millions of Americans have rare diseases, but fewer than 500 of the nearly 7,000 rare diseases have FDA-approved treatments; and

Whereas, individuals and families affected by rare diseases often experience problems such as diagnosis delay, difficulty finding a medical expert, and lack of access to treatment or ancillary services; and

Whereas, the National Organization for Rare Disorders (NORD) is organizing a nationwide observance of Rare Disease Day on Wednesday, February 28, 2018; and

Whereas, thousands of patients, caregivers, medical professionals, researchers, and others across the State of Florida will participate in that observance.

Now, Therefore, Be It proclaimed, by the Mayor and the City Council of the City of Palm Coast, Florida, that February 28, 2018, be officially designated as

RARE DISEASE DAY IN PALM COAST

SIGNED this 20th day of February 2018.

CITY OF PALM COAST, FLORIDA

Witnessed by:

Milissa Holland, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department Item Key	PLANNING	Amount Account
Subject	A COMPREHENSIVE PLAN AMENDMENT TO UPDATE THE WATER SUPPLY FACILITIES WORK PLAN	
Background: <u>Update for the February 20, 2018 Business Meeting</u> This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item.		
<u>Original Background</u> Florida Statutes mandate a coordinated planning process between regional water supply plans prepared by the water management districts pursuant to Chapter 373, Florida Statutes (F.S.), and comprehensive plans prepared by local governments pursuant to Chapter 163. Specifically, local governments must address in their comprehensive plans the water supply sources necessary to meet and achieve existing and projected water use demand for the established planning period, considering the applicable regional water supply plan prepared pursuant Section 373.709, F.S. In January 2017, the St. Johns River Water Management District (SJRWMD) approved the Northeast Florida Regional Water Supply Plan (NEFRWSP), as required by state statutes, the City must update the Water Supply Facilities Work Plan (WSFWP) in the Comprehensive Plan by July 2018. As required by state statutes, the amendment consists of recognizing the current and future water demand from both within the City as well as entities with an agreement with the City for water supply. The projected water demand to 2035 is shown in the table below. These projections use the average of low and medium projections from the Bureau of Economic and Business Research (BEBR) January 2016 projections. The future year population projections represent a decrease from the projections provided in the last update of the WSFWP in 2010 (approximately 12.5% in 2035). This decrease in population projection in turn reflects the decrease in the water demand and need for alternative water supply in the updated WSFWP. In addition to the population projections, the WSFWP update includes identifying new potential sources for the alternative water supply. In 2010, the focus of alternative water supply was the development of a seawater desalination plant that would serve other regional suppliers in addition to the City of Palm Coast (this effort was commonly known as the Coquina Coast project). It was during the second phase of planning that the Coquina Coast project was deemed to be not economically feasible and that other alternative sources should be considered prior to desalination of seawater. These alternative sources are discussed in more detail below.		

	Population		Water Demand (MGD)	Water Supply (MGD)	
			Raw	Traditional ²	Alternative ³
2010	Within City	75,258	7.315	7.678	0.00
	Outside ¹	3,730	0.363		
	Total	78,988	7.678		
2015 ^a	Within City	79,858	7.419	7.813	0.00
	Outside ¹	4,245	0.394		
	Total	84,104	7.813		
2020	Within City	90,076	8.710	9.328	0.00
	Outside ¹	6,390	0.618		
	Total	96,466	9.328		
2025	Within City	110,640	10.699	12.02	0.00
	Outside ¹	7,849	0.759		
	Total	118,489	11.458		
2030	Within City	129,064	12.480	13.02	1.0
	Outside ¹	9,156	0.885		
	Total	138,220	13.366		
2035	Within City	146,960	14.211	13.02	2.0
	Outside ¹	10,426	1.01		
	Total	157,385	15.219		

¹The projected population and water demand figures reflect both retail customers and bulk water agreements outside city limits.

²Traditional water supply includes groundwater from the Confined Surficial Aquifer and Upper Floridan Aquifer and the amounts reflect the allocation requested in the CUP modification application. The existing CUP allocation for 2015 is 11.02 MGD.

³Alternative water supply includes brackish groundwater from the Upper Floridan Aquifer and Lower Floridan Aquifer, surface water, treated concentrate and reclaimed wastewater.

^aThe City received a CUP permit with a 2015 allocation of 11.02 MGD.

As demonstrated in the table above, the City has a Consumptive Use Permit (CUP) for 11.02 Million Gallons/Day (MGD). This CUP is adequate to serve the projected demand for water until about 2023. The City is in the process of modifying the current Consumptive Use Permit (CUP) to add an allocation of alternative supply to meet the projected demands through 2035. The plan for additional water supply includes a request for additional fresh water as safely allowed by modeling and the resulting impact analysis as well as alternative sources as described below.

As provided in the water demand table above, the City will seek to draw 1.0 MGD from alternative supply source by 2030 and 2.0 MGD by 2035. This alternative water supply source is expected to potentially include brackish groundwater from the Upper Floridan Aquifer and Lower Floridan Aquifer, surface water, treated concentrate, and reclaimed wastewater.

The City of Palm Coast staff worked very closely with St Johns River Management District staff during the development of the NEFRWSP to identify potential alternative water sources. SJRWMD staff toured the watershed area in Palm Coast and observed the 54 miles of stormwater canal systems and associated weirs in consideration of the surface water interaction with the surficial aquifer. Additionally, there were numerous discussions between the agencies to accomplish certain actions to supplement the water supply from alternative sources. Based on mutual agreement between the agencies, the following actions are on-going, or are proposed for completion within the next 10 to 15 years as needed by growth and demand.

Action 1 (On-going). Continue treatment and reuse of Drinking Water Byproduct (DWB) from Water Treatment Plant (WTP) No. 2 and No. 3 as an additional alternative water source. Currently, the DWB is being diverted from WTP No. 3 and blended with WTP No. 1 raw water prior to treatment at WTP No. 1. At WTP No. 2, the City is treating the DWB produced from the membrane softening process with lime softening followed by microfiltration to recover the DWB as drinking water. Both projects could eliminate the wasteful discharge of DWB to surface waters and could ultimately recover up to about 1.95 MGD of water.

Action 2 (On-going). In partnership with the SJRWMD through a shared-cost agreement, the City installed a reuse irrigation system along both sides of US Highway 1 to provide up to 1 MGD of reuse for aquifer recharge. A wetland monitoring plan will be utilized to determine the success of this project. The reuse water for this system can be sourced from either WWTP No. 1 or No. 2. This project is being monitored at this time to determine the positive benefit to the wetlands in the region.

Action 3 (On-going). Completed an aquifer performance test of the brackish upper Floridan Aquifer system in the northern wellfield. The data acquired from these tests have been modeled to determine the feasibility of receiving an allocation of brackish water in the CUP. The SJRWMD is reviewing the model outcome and will complete an impact analysis in order to determine an acceptable allocation in early 2018.

Action 4 (Future Project). Investigate additional means of aquifer recharge utilizing advanced treated wastewater from WWTP No. 2. This method of indirect potable reuse has the potential of providing up to 2 MGD of additional fresh water allocation in advance of utilizing the more costly brackish water in the upper Floridan aquifer.

Action 5 (Future Project). Investigate the benefits of adding storage to the stormwater collection system in an effort to mitigate wetland impacts due to withdrawals from the Confined Surficial Aquifer.

The SJRWMD staff has been very supportive of these short and long range plans and have included them in the NEFRWSP. City staff's strategy to have multiple avenues for additional water supply provides for a reasonable and sustainable strategy to allow Palm Coast to accommodate the anticipated demand into the future.

The update of the WSWFP accomplishes the following requirements consistent with Florida Statutes:

1. Coordinate all aspects of its comprehensive plan with the appropriate water management

district's regional water supply plan. [s. 163.3177(4)(a), F.S.]

2. Ensure that its future land use plan is based upon the availability of adequate water supplies and public facilities and services. [s. 163.3177(6)(a), F.S.]

3. Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving a building permit, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy. [s. 163.3180(2)(a), F.S.]

4. Revises the Infrastructure Element to:

- a. Identify and incorporate alternative water supply projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s. 373.0361(7), F.S. [s.163.3177(6)(c), F.S.]
- b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction. [s. 163.3177(6)(c), F.S.]
- c. Update the water supply facilities work plan for at least a 10-year planning period for construction of public, private, and regional water supply facilities, which are identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c), F.S.]

5. Revises the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five- year period [s. 163.3177(3)(a)4, F.S.].

6. Revises the Conservation Element to ensure that projected water needs and sources are for at least a 10-year planning period, considering the appropriate regional water supply plan(s) or, in the absence of an approved regional water supply plan, the applicable district water management plan. [s. 163.3177(6)(d), F.S.]

7. Revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the applicable regional water supply plans and regional water supply authorities. [s. 163.3177(6)(h)(1), F.S.]

This item was reviewed at a public hearing by the Planning and Land Development Regulation Board (PLDRB) at their January 17, 2018 meeting. The PLDRB recommended that the City Council approve the proposed amendment.

Recommended Action: Staff and the Planning and Land Development Regulation Board (PLDRB) recommend that City Council Approve and transmit the proposed comprehensive plan amendments.

ORDINANCE NO. 2018-____
COMPREHENSIVE PLAN AMENDMENTS TO UPDATE
THE WATER SUPPLY FACILITIES WORK PLAN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AMENDING THE INFRASTRUCTURE, CONSERVATION AND COASTAL MANAGEMENT, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS ELEMENTS IN ORDER TO MEET STATUTORY REQUIREMENTS RELATED TO WATER SUPPLY FACILITIES PLANNING; PROVIDING FOR CONFLICTS, RATIFICATION OF PRIOR ACTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Palm Coast enacted Ordinance 2010-07, adopting the *City of Palm Coast 2035 Comprehensive Plan*; and

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

WHEREAS, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments; and

WHEREAS, the Legislature has established a coordinated planning process between regional water supply plans prepared by the water management districts pursuant to Chapter 373, Florida Statutes (F.S.), and comprehensive plans prepared by local governments pursuant to Chapter 163, Part II, F.S.; and

WHEREAS, under these laws, local governments must address in their comprehensive plans the water supply sources necessary to meet and achieve existing and projected water use demand for the established planning period, considering the applicable regional water supply plan prepared pursuant Section 373.709, F.S.; and

WHEREAS, Section 163.3177(6)(c)3, F.S., requires local governments within areas projected to have insufficient supplies of water from traditional sources to amend the comprehensive plan: (1) to incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan pursuant to s. 373.709(2)(a) or proposed by the local government under s. 373.709(8)(b); and (2) to adopt a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including the development of alternative water supply projects and conservation and reuse, which are necessary to serve existing and new development.

WHEREAS, the work plan must be updated within 18 months after the water management district updates the regional water supply plan; and

WHEREAS, the regional water supply plan was updated on January 2017; and

WHEREAS, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed comprehensive plan amendments at a public hearing on January 17, 2018 and voted to recommend approval of the proposed Comprehensive Plan Amendment; and

WHEREAS, on _____ and _____, 2018 the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PALM COAST, FLORIDA, THAT THE CITY'S COMPREHENSIVE PLAN IS AMENDED AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS.

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

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

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

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

SECTION 2. INFRASTRUCTURE ELEMENT AMENDED. Amending the goals, objectives, policies, exhibits, and maps of the Infrastructure Element as indicated in “Exhibit A” which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim.

SECTION 3. CONSERVATION AND COASTAL MANAGEMENT ELEMENT AMENDED. Amending the goals, objectives, and policies of the Conservation and Coastal Management Element as indicated in “Exhibit B” which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim.

SECTION 4. INTERGOVERNMENTAL COORDINATION ELEMENT AMENDED. Amending the goals, objectives, and policies of the Intergovernmental Coordination Element as indicated in “Exhibit C” which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim.

SECTION 5. CAPITAL IMPROVEMENTS ELEMENT AMENDED. Amending the goals, objectives, and policies of the Capital Improvements Element as indicated in “Exhibit D” which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim.

SECTION 6. CONFLICTS/RATIFICATION OF PRIOR ACTIONS. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER.
Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Palm Cost Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provision of the Ordinance.

SECTION 9. EFFECTIVE DATE. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED on first reading after due public notice and public hearing the ____ day of July 2018.

ADOPTED on second reading after due public notice and public hearing the ____ day of _____ 2018

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia Smith, City Clerk

Attachments:

1. Exhibit A – Infrastructure Element Amended
2. Exhibit B – Conservation and Coastal Management Element Amended
3. Exhibit C – Intergovernmental Coordination Element Amended
4. Exhibit D – Capital Improvements Element Amended



CHAPTER 5 INFRASTRUCTURE ELEMENT

SUMMARY

Sanitary Sewer

Sanitary sewer service in the City is provided by the City of Palm Coast, which currently owns and operates the system. On July 24, 2003, the City reached an agreement to purchase the FWSC wastewater system. The City of Palm Coast finalized the purchase of the Utility on October 30, 2003. The central sewer system was initially established for the ITT Palm Coast development in 1973. In addition, there are approximately 36 septic systems in the City that handle wastewater flows from individual homes and businesses. The central sewer system in the City has a current permitted treatment capacity of 6.83 million gallons a-per day. With the return of growth to the City resulting in the first wastewater treatment plant (WWTP#1) nearing its² design capacity, a second wastewater treatment plant (WWTP#2) has been constructed. The design capacity of the plant is 6.0 million gallons per day with an initial installed capacity of 2.0 million gallons per day. The plant is scheduled to go online in early 2018 with a projection to be expanded in 2023 to 4.0 million gallons per day. The sanitary sewer sub-element's GOPs establish the minimum LOS standard to allow future development to occur when sewer facilities can accommodate the increased demand. The sanitary sewer sub-element also encourages the phasing out of the septic systems, expansion of reuse systems, and requiring connection to central sewer and reuse systems where available.

Natural Groundwater Aquifer Recharge

The Floridan aquifer and the Confined Surficial aquifer are the primary sources of potable water for the City. Groundwater quality can be affected by many activities such as discharges from underground and aboveground petroleum and chemical underground storage tanks, stormwater run-off, and faulty septic tanks. The proximity of the aquifer to the land surface may also affect overlying wetland systems if water withdrawals are not properly managed. The majority of the City is located in an area of low- to moderately-low recharge to the Floridan aquifer. The SJRWMD has completed the development of a groundwater model for the Palm Coast aquifer in order to assess the potential for current and projected hydrologic and environmental impacts. Recharge function of land can be maximized by specific land development regulations to limit impervious surfaces, protect wetlands, preserve more open space, and promote higher water quality treatment standards for stormwater where appropriate. The natural groundwater aquifer recharge sub-element's GOPs provide objectives and policies for maintaining aquifer or enhancing aquifer recharge, coordinating with SJRWMD and other regulatory agencies, and developing regulations to establish wellhead protection.





GOAL 5.1: POTABLE WATER SERVICE

Protect the health, safety, welfare of the public while assuring a sufficient, dependable, and high-quality potable water supply, meeting the needs of Palm Coast on a timely basis, at a reasonable cost and, at a minimum, in compliance with all Federal and State regulatory requirements.

FINDING: *The City's water system consists of three water treatment plants. The first plant, Water Treatment Plant #1, is a lime softening plant that went into operation in 1979 and expanded in 1981. It is currently permitted for 6.0 million gallons a day (mgd). A second plant, Water Treatment Plant #2, began operation in 1992 and has a FDEP permitted capacity of 6.387.58 mgd. The third plant, Water Treatment Plant #3, came online in 2008 with an initial capacity of 3.0 mgd. Due to the age of the systems, modification, rehabilitation, renewal, and/or replacement of components of the existing water systems may be required. To meet the future potable water consumer demands, expansion of the existing system is required. This expansion program must meet the future water demands of the citizens and businesses of the City.*

Policy 5.1.1.4 –The City shall update and revise the WSFWP within 18 months following the district adoption ~~of the SJRWMD District~~ updating a Regional Water Supply Plan. The plan, at a minimum, shall identify new or proposed water supply facilities that are necessary to serve existing and new development through 2035 to cover at least a 10 year planning period.

Policy 5.1.2.1 –In coordination with the Northeast Florida Regional Council (NEFRC), Department of Economic Opportunity (DEO), SJRWMD and any other pertinent entities, the City shall identify long-term water supply strategies consistent with the City's consumptive use permit, and shall consider the latest final version of the SJRWMD Water Supply Plan to develop the WSFWP.

Policy 5.1.2.3 – The City shall coordinate with the SJRWMD and other pertinent entities to evaluate additional potential water supply sources and recovery technologies for the City potable water service area when considering new or expanding facilities. Water supply sources and recovery technologies may include, but shall not be limited to: reuse, use of surface water and stormwater (when permitted and practicable), reverse osmosis, membrane softening, and desalinization of brackish groundwater.





Policy 5.1.5.2 – ~~The City shall continue to participate in the Coquina Coast Cooperators Desalination Project and, if necessary, enter into an interlocal agreement in order to investigate and develop a seawater desalination project, either land or sea based. The City shall investigate the use of advanced treated wastewater as an alternative source for aquifer recharge, continue to recover and treat concentrate for delivery as potable water, to expand the reclaimed water distribution system where economically feasible and determine the degree of influence the stormwater collection system has on the wetland and aquifer systems in the Palm Coast wellfields.~~

GOAL 5.2: SANITARY SEWER FACILITIES

Protect the health, safety and welfare of the public by ensuring wastewater treatment facilities and services are environmentally sound, effective, and meet the City's current and future demands.

FINDING: *During the first six months of 2017, the average day flow through the wastewater treatment plant was 5.9 mgd representing 86% of the plants' design capacity of 6.83 mgd. The second wastewater treatment plant began construction in October 2016 and is projected to be put online in early 2018. The initial plant capacity will be 2.0 mgd with expansion to 4.0 mgd planned for in 2023. Total system design capacity will be 8.83 mgd while average day flows are projected at 6.4 mgd. This represents approximately 2772 percent of the total permitted treatment capacity. With an additional expansion of 2.0 mgd projected for 2023, the total permitted design capacity will be 10.83 mgd so the projected Max ~~three-month~~three-month average day flow is not expected to exceed this design capacity until 2033. Expansion of wastewater treatment plant #1 is currently planned for ~~in~~ 2031.*

Policy 5.2.1.2 - The City shall adopt and enforce the following minimum LOS standards for wastewater as the basis for determining the availability of facility capacity and planning for the demand generated by a development:

- A. An average daily flow of 82 gallons per capita per day LOS shall be utilized.
- B. A maximum daily flow of 93 gallons per capita per day LOS shall be utilized.
1. The Equivalent Residential Unit (ERU) shall be based on 2.4 persons per ~~capita/day~~ERU.



ORDINANCE - EXHIBIT A

City of Palm Coast 2035 Comprehensive Plan - Goals, Objectives, and Policies



~~**Policy 5.4.1.5** — The City shall continue to participate in the Coquina Coast Cooperators Desalination Project and, if necessary, enter into an interlocal agreement in order to investigate and develop a seawater desalination project, either land or sea based.~~





Exhibit 5.1 – 2035 Water Supply Facilities Work Plan Update

Introduction

The City of Palm Coast adopted the 2020 Water Supply Facilities Work Plan (WSFWP) in December of 2007 as required by the Florida Legislature. The 2020 WSFWP was prepared for a 14-year (2007 – 2020) planning period. The latest University of Florida Bureau of Economic and Business (BEBR) population projections are significantly lower than the projections that were used in preparing the 2020 WSFWP in 2007. The slower growth of the area due to the recent economic conditions has resulted in significantly lower population projections. This requires that the 2020 WSFWP be updated to reflect the current growth conditions. ~~The 2010 WSFWP update is~~ prepared for a 25-year planning period to 2035 reflecting the City's ~~long-term~~ water supply strategy and in conjunction with the Comprehensive Plan ~~Amendment~~. This update is prepared for a 17-year planning period ending in 2035 and will be adopted into the Palm Coast Comprehensive Land Use Plan as required by the 2017 North Florida Regional Drinking Water Supply Plan.

		Population	Water Demand (MGD)		Water Supply (MGD)	
			Finished	Raw	Traditional ²	Alternative ³
2010	Within City	<u>75,258</u> 76,070	<u>6.56</u> 7.68	<u>7.31</u> 8.53	<u>7.67</u> 88.95	0.00
	Outside ¹	<u>3,730</u> 3,723	<u>0.32</u> 50.38	<u>0.36</u> 30.42		
	Total	<u>789</u>8879,793	<u>6.88</u>8.06	<u>7.67</u>88.95		
2015 ^a	Within City	<u>79,858</u> 93,822	<u>7.02</u> 89.46	<u>7.41</u> 940.51	<u>7.81</u> 311.02	0.00
	Outside ¹	<u>4,245</u> 4,596	<u>0.37</u> 40.46	<u>0.39</u> 40.51		
	Total	<u>84,104</u>98,419	<u>7.40</u>19.92	<u>7.81</u>311.02		
2020	Within City	<u>90,076</u> 113,800	<u>7.93</u> 611.56	<u>8.71</u> 013.01	<u>9.32</u> 811.02	<u>0.00</u> 2.63
	Outside ¹	<u>6,390</u> 5,587	<u>0.56</u> 30.57	<u>0.61</u> 80.64		
	Total	<u>96,466</u>119,387	<u>8.49</u>912.13	<u>9.32</u>813.65		
2025	Within City	<u>110,640</u> 133,124	<u>9.74</u> 713.66	<u>10.69</u> 915.50	<u>12.02</u> 11.02	<u>0.00</u> 5.24
	Outside ¹	<u>7,849</u> 6,546	<u>0.69</u> 10.67	<u>0.75</u> 90.76		
	Total	<u>118,489</u>139,670	<u>10.43</u>814.33	<u>11.45</u>816.26		
2030	Within City	<u>129,064</u> 151,530	<u>11.37</u> 115.68	<u>12.48</u> 018.14	<u>13.02</u> 11.02	<u>1.08</u> .01
	Outside ¹	<u>9,156</u> 7,460	<u>0.80</u> 70.77	<u>0.88</u> 50.89		
	Total	<u>138,220</u>158,990	<u>12.17</u>716.45	<u>13.36</u>619.03		
2035	Within City	<u>146,960</u> 168,999	<u>12.94</u> 717.60	<u>14.21</u> 120.88	<u>13.02</u> 11.02	<u>2.01</u> 0.89
	Outside ¹	<u>10,426</u> 8,324	<u>0.91</u> 90.87	<u>1.01</u> 1.03		
	Total	<u>157,385</u>177,323	<u>13.86</u>618.47	<u>15.21</u>921.91		



ORDINANCE - EXHIBIT A

City of Palm Coast 2035 Comprehensive Plan - Goals, Objectives, and Policies



<p>¹The projected population and water demand figures reflect both retail customers and bulk water agreements outside city limits.</p> <p>²Traditional water supply includes groundwater from the Confined Surficial Aquifer and Upper Floridan Aquifer and the amounts reflect the allocation requested in the CUP modification application. The existing CUP allocation for 2015 is <u>11.029-54</u> MGD.</p> <p>³Alternative water supply includes brackish groundwater from the Upper Floridan Aquifer and Lower Floridan Aquifer, surface water, <u>treated concentrate and reclaimed or wastewater sea water</u>.</p> <p>^aThe City <u>is currently applying for received</u> a CUP permit with a 2015 allocation of 11.02 MGD.</p>						

As part of the current Consumptive Use Permit (CUP) modification application, the City is conducting a groundwater hydraulic modeling study to determine the availability of additional groundwater from ~~existing sources and~~ new alternative ground water supply sources, including brackish groundwater. Due to the City's designation as a Priority Water Resource Caution Area (PWRCA), the City anticipates that alternative water supplies will be needed at some point in the future to meet projected demands. The WSFWP assumes that groundwater sources, including brackish water, will be available to meet the water demands ~~until beyond 2019~~ 2035. The WSFWP further assumes that additional water demands beyond ~~2019~~ 2029 will be met by alternative water supplies.

The attached ~~2010-2018-2014~~ 2022 short-term work plan (Table 5.1) and the ~~2015-2023-2035~~ 2027 long-term work plan (Table 5.2) lists the projects necessary to meet the projected demands based on the assumptions discussed above.

Traditional Water Supply

The City owns and operates three (3) water treatment plants (WTPs). WTP No. 1 is classified as a lime-softening treatment plant with a permitted design capacity of 6.0 MGD. WTP No. 2 is classified as a membrane softening treatment plant with a current permitted design capacity of ~~6.38~~ 47.58 MGD. WTP No. 3 is classified as a low pressure reverse osmosis treatment plant with a permitted design capacity of 3.0 MGD.

The current raw water source supplied to the three water treatment plants is defined as the Traditional Raw Water Supply, which consists of the confined surficial aquifer water for WTP No. 1 and WTP No. 3, and the upper Floridan aquifer water for WTP No. 2. The City is currently permitted for a total of ~~9.51~~ 11.02 MGD from the Traditional Supply. This allocation is only sufficient to meet the City demand until ~~2044~~ 23. The City is in the process of modifying the current Consumptive Use Permit (CUP) to ~~increase the~~ add an allocation of ~~the Traditional~~ alternative Supply ~~from 9.51 MGD to 11.023 MGD~~ to meet the projected demands through 20435. Please note that while the City is currently seeking an alternative source allocation,



ORDINANCE - EXHIBIT A

City of Palm Coast 2035 Comprehensive Plan - Goals, Objectives, and Policies



they plan to seek as much additional fresh water as safely allowed by modeling and the resulting impact analysis.

Reuse Water

Reuse of reclaimed water for irrigation is a form of alternative water supply which replaces ground water or potable water for irrigation of residential and other public accessible areas. The City has been implementing reclaimed water reuse projects since 1995. Currently, reclaimed water is being used for irrigation at the Hammock Dunes golf course development, Grand Haven golf course development, Town Center development, ~~and~~ several other residential developments along Old Kings Road along with ~~and miscellaneous~~ common areas within the City.

City ordinance requires that all new residential and commercial developments use reclaimed water for landscaping irrigation if reclaimed water is available. The implementation of reclaimed water reuse has significantly reduced potable water demands. During the past three years, The City has completed a new reclaimed water pump station at WWTP No. 1 and reclaimed water mains to supply reclaimed water to the developments along Old Kings Road and to Cigar Lake. A reclaimed water distribution pump station has ~~recently~~ been constructed at Cigar Lake to pump the stored reclaimed water to Town Center and other reuse sites for irrigation. A reclaimed water main has been constructed along Old Kings Road to the north to provide irrigation water to the Conservatory golf course and the DCDD Creek course. The main continues along Matanzas Woods Parkway to US Highway No.1 to supply reclaimed water to future residential and commercial developments along US Highway No.1. Currently, reclaimed water from WWTP No.1 is supplied to a distributed spray irrigation system along both sides of US Highway No.1 for aquifer recharge and is designed to provide up to one million gallons per day of flow.

The WWTP No. 1 is permitted to reuse up to ~~about~~ 11.07 MGD of public access irrigation. The ~~current~~ 2016 annual average day usage of reuse water by the existing developments is ~~approximately 3.60~~ 142 MGD. An additional 879,106,000 was used for aquifer recharge. Future WWTP No. 2, which is scheduled to be ~~under construction in the fall of 2010~~ placed online in early 2018, will treat wastewater to advanced standards. The reclaimed water from WWTP No. 2 ~~can will~~ be used for irrigation of new residential, commercial and golf course developments along US Highway 1 north of Palm Coast Parkway. The projected reclaimed water reuse capacity for WWTP No. 2 is estimated to be about ~~7.80~~ 5.0 MGD when the facility is built out.

Alternative Water Supply

The City of Palm Coast ~~is~~ participated ~~ing~~ in the Coquina Coast Seawater Desalination Alternative Water Supply Project (Coquina Coast). ~~which plans on~~ The project was based on utilizing seawater as raw water source for the region. As a key member of the Coquina Coast project, the City ~~is~~ actively participated ~~ing~~ in the feasibility study and the preliminary design of the project. The study and preliminary design phase of the project ~~is~~ was sponsored by the St. Johns River Water Management District (SJRWMD) and a group of eleven regional suppliers. The Coquina Coast project ~~currently under study~~ planned to have a capacity of about 50 Million Gallons per Day (MGD) to meet the demands of the region beyond the year 2050.



ORDINANCE - EXHIBIT A

City of Palm Coast 2035 Comprehensive Plan - Goals, Objectives, and Policies



After completing a one year Phase 1 study, the consultant of the Coquina Coast project recommended that a land based seawater desalination plant be designed and constructed along the Flagler County coast rather than an off-shore vessel based facility. The Coquina Coast regional suppliers, including Palm Coast, decided during the second phase of planning that the Coquina Coast project was not economically feasible and that other alternative sources should be considered prior to desalination of seawater. ~~are working with its consultant to finalize the scope for Phase 2 preliminary design phase. The Phase 2 preliminary design is scheduled to be completed by 2014. The Coquina Coast project consultant suggests that the construction of the Coquina Coast project may be completed and be on line between 2017 and 2019 to supply water. The Coquina Coast project is being included in the upcoming SJRWMD 2010 Drinking Water Supply Plan. If the Coquina Coast project is successfully implemented it is expected that it may be on line to supply the drinking water to the region between the year 2017 and 2019. This WSWFP incorporates the potential availability of the alternative water supply from the Coquina Coast project in 2019.~~

The City has implemented ~~is also investigating~~ projects to recover the drinking water byproduct (DWB) generated from the WTP No. 2 and WTP No. 3 membrane softening process to be utilized as an additional alternative water source. The DWB ~~is would then being~~ treated to be utilized as finished drinking water. The City ~~plans to investigate~~ is diverting the DWB from WTP No. 3 and blending it with WTP No. 1 raw water prior to treatment at WTP No. 1. At ~~the~~ WTP No. 2, the City is ~~investigating~~ treating the DWB produced from the membrane softening process with lime softening followed by microfiltration to recover the DWB as drinking water. Both projects could eliminate the wasteful discharge of DWB to surface waters and could ultimately recover up to about 1.95 MGD of water as drinking water or as raw water.

The City has installed a reuse irrigation system along both sides of US Highway ~~No. 1~~ in order to provide up to 1 MGD of reuse for aquifer recharge. The wetland monitoring plan will be utilized to determine the success of this project. The reuse water for this system can be sourced from either WWTP No. 1 or No. 2.

The City has completed an aquifer performance test of the brackish upper Floridan Aquifer system in the northern wellfield. The data acquired from these tests have been modeled to determine the feasibility of receiving an allocation of brackish water in the CUP. The SJRWMD is reviewing the model outcome and will complete an impact analysis in order to determine an acceptable allocation in early 2018.

The City plans to investigate additional means of aquifer recharge utilizing advanced treated wastewater from WWTP No. 2. This method of indirect potable reuse has the potential of providing up to 2 MGD of additional fresh allocation in advance of utilizing the more costly brackish water in the upper Floridan aquifer.

The City plans to investigate the benefits of adding storage to the stormwater collection system in an effort to mitigate wetland impacts due to withdrawals from the Confined Surficial Aquifer.





Conservation and Reuse Practices

The City's current per capita (88.1 gpdpc) of distributed water use is lower than the majority of jurisdictions within the St. Johns River Water Management District. The City will continue to implement the ongoing water conservation and reuse practices listed below in order to maintain the relatively low per capita use.

- Technological, Procedural, and/or Programmatic Improvements Management
 - Water Treatment Plant Technologies
 - Water Use Monitoring
 - Free Water Conservation Plumbing Retrofitting Kits for Residential Customers
 - Indoor Conservation Programs
 - Develop and Enforce Water Efficient Landscape Ordinance (in cooperation with SJRWMD)
 - Irrigation Design Requirements
 - Requiring Individual Metering
 - Requiring the Use of Low-Volume Plumbing Devices
- Reuse Conservation Practices
 - Requiring New Development to Install a Reuse Water Distribution System
 - Requiring Connection to the Reuse Water System
 - Requiring Individual Metering
- Customer and Employee Education
- Use of Conservation based Rate Schedule





Table 5.1 – Short Term Work Plan (FY 2018-2022)

Project Name	Purpose of Project	Responsible Party	Funding Source ¹	Fiscal Year Estimated Costs					Estimated Total Cost	Estimated Year of Operation
				2018	2019	2020	2021	2022		
GENERAL IMPROVEMENTS										
Citation/OKR/SR100 Water Main Loop	Improve and increase water distribution capacity	City of Palm Coast	UCPF	\$1,500,000					\$1,500,000	2018
Old Kings Road Water Main Extension to Eagle Lakes		City of Palm Coast	UCPF	\$150,000					\$150,000	2018
Distribution System Improvements		City of Palm Coast	UCPF	\$905,000	\$975,000	\$1,095,000	\$1,125,000	\$1,275,000	\$5,375,000	
Old Kings Road Water Mains (Phase 2)		City of Palm Coast	UCPF		\$500,000				\$500,000	2019
Malacompra Drainage Project main relocate		City of Palm Coast	UCPF	\$150,000					\$150,000	2018
TRADITIONAL WATER SUPPLY										
WTP No. 1										
Plant Miscellaneous Improvements (Construction)	Improve plant performance	City of Palm Coast	UCPF	\$280,000	\$675,000	\$500,000		\$500,000	\$1,955,500	
Well SW-43 Replacement	Maintain well capacity	City of Palm Coast	UCPF	\$480,000	\$200,000				\$680,000	
Replacement Well Construction	Improve well capacity	City of Palm Coast	UCPF	\$300,000	\$400,000	\$400,000	\$400,000	\$500,000	\$2,000,000	
WTP No. 2										
Plant Miscellaneous Improvements	Improve Plant Performance	City of Palm Coast	UCPF	\$50,000	\$500,000	\$500,000		\$300,000	\$1,350,000	
Well Field Expansion – add 3 additional wells	Increase well capacity	City of Palm Coast	UCPF	\$2,100,000					\$2,100,000	2018
WTP No. 3										
Concentrate Pump	Maintenance of alternative supply	City of Palm Coast	UCPF	\$120,000					\$120,000	2018
CUP Modification for fresh water supply	Increase raw water capacity	City of Palm Coast	UCPF				\$100,000		\$100,000	2021





Table 5.1 – Short Term Work Plan (FY 2018-2022)- *continued*

Project Name	Purpose of Project	Responsible Party	Funding Source ¹	Fiscal Year Estimated Costs					Estimated Total Cost	Estimated Year of Operation
				2018	2019	2020	2021	2022		
ALTERNATIVE WATER SUPPLY										
CUP Modification and Alternative Water Study	Modify CUP – Add Brackish Source Allocation	City of Palm Coast	UCPF	\$100,000					\$100,000	2018
REUSE WATER SUPPLY										
Reclaimed water main extension to Indian Trails Sports complex	Add distribution of reuse water	City of Palm Coast	UCPF	\$1,000,000					\$1,000,000	2018
Aquifer Storage and Recovery Investigation and Land Acquisition		City of Palm Coast	UCPF			\$750,000		\$100,000	\$850,000	2022
Wastewater Treatment Plant No. 2 (WWTP #2) Expansion – Planning and Engineering	Develop additional reuse water	City of Palm Coast	UCPF					\$500,000	\$500,000	

¹Funding Source Acronym Definitions:
UCPF = Utility Capital Projects Fund





Table 5.2 – Long Term Work Plan (FY 2023 - 2035)*

Project Name	Purpose of Project	Responsible Party	Funding Source	Estimated Cost	Project Development Phase Timing			
					Planning	Engineering/ Design	Permitting	Construction
TRADITIONAL WATER SUPPLY COMPONENT								
WTP No. 3 Plant Expansion	Increase the treatment capacity from 3.0 MGD to 6.0 MGD; increase the storage capacity and the higher service pumping capacity and other process equipment	City of Palm Coast	TBD ¹	\$4,500,000	2022	2023	2023	2024
North and South Wellfield Property Acquisition	Provide additional well-sites for capacity development	City of Palm Coast	TBD	\$2,000,000	2023			
Well Construction Replacements	Maintain adequate and sustainable water supply	City of Palm Coast	UCPF	\$2,500,000				
REUSE WATER COMPONENT								
WWTP No. 2 Reuse for Aquifer Recharge – Non Potable Reuse	Mitigate freshwater withdrawal impacts on wetlands	City of Palm Coast	TBD	\$1,700,000	2023	2023	2024	2025
Expand Reuse Transmission to Developments of Regional Impact to the West	Distribution of additional reuse water for irrigation and aquifer recharge	City of Palm Coast	TBD	TBD	2023	TBD	TBD	TBD
Expand WWTP No. 2 to 4.0 MGD	Allow for additional advanced treated wastewater for reuse	City of Palm Coast	TBD	\$13,500,000	2022	2022	2022	2023
ALTERNATIVE WATER SUPPLY COMPONENT								
Develop Brackish water supply	Increase raw water capacity	City of Palm Coast	TBD	\$4,500,000	2023	2024	2025	2025-2030
WTP No. 3 Plant Expansion	Add 3.0 MGD of brackish source treatment capacity	City of Palm Coast	TBD	\$4,500,000	2023	2024	2025	2025-2035

*Additional improvements to the water distribution system will be needed depending on the completion of the system hydraulic modeling.
¹TBD: Funding source to be determined upon completion of future financial feasibility study





CHAPTER 6 CONSERVATION AND COASTAL MANAGEMENT ELEMENT

Policy 6.1.1.5 - The City shall support FDEP in its implementation and enforcement of the State and Federal air pollution laws, rules and regulations by placing conditions, where appropriate, on applicable development approvals, in accordance with law, to require developers to consult the FDEP on methods to control fugitive emission.

FINDING: *Groundwater resource supply protection is becoming increasingly important because of growth and in development patterns within the City. With increased development comes the potential for increased contamination, which may threaten the drinking water quality.*

Groundwater from the Floridan and Confined surficial aquifer systems is currently the sole source of drinking water available to the residents and businesses. Flagler County, including the City, is identified by the St. Johns River Water Management District (SJRWMD) as a “Priority Water Resource Caution Area” (PWRCA) which means that

“existing and reasonably anticipated sources of water may not be adequate to supply water for all existing legal uses and anticipated future needs while sustaining water resources and related natural systems”.

The City finds that it has legal rights that have vested in the City and which predate and have priority over other water users. The City has invested considerable time and resources to attain prior legal right status.

As the City continues to grow rapidly, traditional sources of water may be limited in the future. Development of alternative water supplies, expansion of reuse systems, conservation efforts, wellhead protection, and other water resource management strategies are critical to meeting future water demand needs.

Policy 6.1.2.4 – The City shall encourage SJRWMD, FDEP, and other applicable regulatory agencies to pursue additional groundwater monitoring studies on the quality of the Confined surficial and Floridan water resources within the City.

Policy 6.1.4.2 – The City shall continue to ~~participate in the Coquina Coast Cooperators and continue to investigate and develop a seawater desalination project, either land or sea~~



ORDINANCE EXHIBIT B

City of Palm Coast
2035 Comprehensive Plan - Goals, Objectives, and Policies



based develop reuse alternatives for treated wastewater and investigate the use of the stormwater collection and storage system as a source for aquifer recharge.





CHAPTER 7 INTERGOVERNMENTAL COORDINATION ELEMENT

In June 2008, the City entered into a Memorandum of Agreement to become part of the Coquina Coast Seawater Desalination Project. This multi-jurisdictional effort will analyze the feasibility of a desalination plant in order to use seawater as a long-range water supply source. The investigation of providing for a regional solution to fresh water shortages by desalination of seawater was concluded in 2010. Of the original 11 cooperators only 2 existed in 2010, being Palm Coast and Lake County. While it was determined that a land based facility was more economically feasible than a sea based vessel, it was also determined that the project was not financially supportable at this time due to the slowdown in regional growth. It was finally determined that all other fresh or brackish groundwater sources should be exhausted before pursuing a seawater conversion solution in the future. The City is located within the North Florida Regional Water Supply Plan (NFRWSP) planning area. The NFRWSP identifies solutions, including alternative water supply, water conservation and other potential project options to meet the current and future water use needs of the region.

Policy 7.1.3.5 – The City shall continue to participate with other local governments and utilities as part of the North Florida Regional Water Supply Plan Coquina Coast Seawater Desalination Project to develop ~~a desalination as a regional~~ alternative water supply sources, water reuse, and conservation projects.

Policy 7.1.3.6 – The City shall coordinate and cooperate with local governments and other entities to which the City provides potable water service by taking actions which include, but are not limited to, the following:

- A. Coordinate water demand projections for those areas to which the City provides potable water service.
- B. When requested, provide technical data and analysis related to water supply availability for Future Land Use Map Amendments, Rezonings, and other development approvals in those areas to which the City provides potable water service.
- C. Continue to implement the numerous interlocal agreements between the City and other local governments and entities.
- D. If necessary, develop intergovernmental agreements to address water supply concurrency requirements for those areas to which the City provides potable water service.
- E. ~~Continue to investigate regional water supply solutions, including the Coquina Coast Seawater Desalination Project, with other local governments and entities.~~





-
- F. Continue to share technical data and analysis with State, regional, and other local governments and entities to maximize efficient water use and conservation and minimize public expenditures.





CHAPTER 8
CAPITAL IMPROVEMENTS ELEMENT

Policy 8.1.1.2 - The Capital Improvements Element shall concentrate on the first five (5) years of capital needs, shall be financially feasible and shall be reviewed and updated annually by ~~December~~October 1. (See 5-year Capital Improvements Program for the schedules of improvements for each facility element in **Exhibit 8.2, Exhibit 8.3, and Exhibit 8.4**).

Policy 8.1.1.3 - The Capital Improvements Element includes, by reference, the Flagler County School District ~~2014~~2017-201~~85~~ Work Plan, adopted on September 1~~96~~, ~~2014~~2017 by the Flagler County School Board

Policy 8.1.2.3 – The CIP shall be updated annually, by ~~December~~October 1, to reflect the adopted budget and include those projects identified in the first five years of the Water Supply Facilities Work Plan.



City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/18

Department Item Key	PLANNING	Amount Account #
Subject	RESOLUTION 2018-XX APPROVING A PARTIAL VACATION OF ONE-FOOT WIDE NON-VEHICULAR ACCESS AND LANDSCAPE EASEMENT IN KINGS POINTE COMMERCIAL SUBDIVISION REPLAT	
Background : The Kings Pointe Commercial Subdivision was originally approved by City Council in 2007. A replat was then approved by the City Council on February 28, 2008. Since these were prior to the City’s Land Development Code being adopted on August 19, 2008, Palm Coast was still utilizing Flagler County’s land development regulations. At that time, those regulations and practices required a one-foot wide non-vehicular access and landscaping easement to be located along roadways where no subdivision access was initially granted. The non-vehicular access portion of the easement was granted to the City of Palm Coast for governmental purposes and the landscaping easement was granted to the Kings Pointe Commercial Center Owners Association, Inc. for landscaping purposes. In late 2017, RaceTrac applied for a Technical Site Plan for a new convenience store with gas pumps on Lot 8 and a part of Lot 7, in the very southwest corner of the Kings Pointe Commercial Subdivision Replat. At that time, their engineer requested another vehicular access opening along Old Kings Road closer to the intersection of SR 100 (Moody Boulevard) for just a right-turn in/right-turn out access as the existing access was located over 700 feet north of the SR 100 edge of pavement. City Traffic Engineer Sean Castello has reviewed and approved this access request based upon applicable City engineering design standards subject to the City Council approving the vacation of this non-vehicular access and landscape easement. Due to its closeness to the intersection between Old Kings Road and SR 100, FDOT has also reviewed and approved the new access. Additionally, Judith Gibbs registered agent for the Kings Pointe Commercial Center Owners Association, Inc. has signed off regarding the partial vacation of the landscaping easement. RaceTrac will construct a new northbound right-turn lane on Old Kings Road for motorists using the new access drive into the Kings Pointe Commercial Subdivision. Approval would vacate about 66 feet in length of the one-foot wide easement on Lot 7 to provide for the new access opening which will allow City staff to approve a Technical Site Plan and Development Order for the new RaceTrac.		
Recommended Action : Adopt Resolution 2018-XX approving the partial vacation of the one-foot wide non-vehicular access and landscape easement in Kings Pointe Commercial Subdivision Replat, as recorded in Plat Book 37, Pages 4 and 5, Flagler County, Application No. 3494.		

RESOLUTION 2018-____
KINGS POINTE PARTIAL VACATION OF NON-VEHICLE ACCESS
AND LANDSCAPE EASEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE PARTIAL VACATION OF A PORTION OF A ONE-FOOT WIDE NON-VEHICULAR ACCESS AND LANDSCAPE EASEMENT DEDICATED ON THE KINGS POINTE COMMERCIAL SUBDIVISION REPLAT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kings Pointe Developers, LLC have petitioned the City of Palm Coast to partially vacate a portion of a one-foot wide non-vehicular access and landscaping easement dedicated jointly to the City for governmental purposes, and to Kings Pointe Commercial Center Owners Association, Inc., for landscape purposes, on the Kings Pointe Commercial Subdivision Replat, recorded in Map Book 37, Page 4, et. seq., in the Public Records of Flagler County, FL., as shown on Exhibit “A”; and

WHEREAS, Judith Gibbs, authorized representative for the Kings Pointe Commercial Center Owners Association, Inc., has provided a letter of no objection to the partial vacation; and

WHEREAS, the City Council of the City of Palm Coast, Florida, has determined that the vacating of said portion of the one-foot non-vehicular access and landscape easement is in the best interest of the City and the public; and

WHEREAS, this partial vacation will not affect the ownership or right of convenient access of persons owning other parts of the subdivision, and that there is no detriment to the public in such vacating.

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

SECTION 1. PARTIAL VACATION OF EASEMENT. That the portion of the one-foot wide non-vehicular access and landscape easement described and depicted more particularly on Exhibit “A” be and the same is hereby vacated and abandoned.

SECTION 2. RECORDING OF RESOLUTION. The City Clerk shall record this Resolution in the Public Records of Flagler County, Florida upon payment of the recording fees by the petitioner/applicant. The recordation of this Resolution shall be binding upon the lots referred to herein and, as a result of touching and concerning the said lands, shall run with said lands.

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20TH day of February 2018.

CITY OF PALM COAST, FLORIDA

Milissa Holland, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality

William E. Reischmann, City Attorney

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF LOT 7, KINGS POINTE COMMERCIAL SUBDIVISION REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES. 4 AND 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOW:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 7 FOR THE POINT OF REFERENCE; THENCE RUN NORTH 38°10'03" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 7, A DISTANCE OF 137.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 38°10'03" WEST, ALONG SAID SOUTHERLY LINE OF LOT 7, A DISTANCE OF 71.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THENCE DEPARTING SAID SOUTHERLY LINE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS LENGTH OF 28.16 FEET, A CENTRAL ANGLE OF 02°26'17", AN ARC LENGTH OF 1.20 FEET, A CHORD LENGTH OF 1.20 FEET AND A CHORD BEARING OF NORTH 85°15'16" EAST; THENCE DEPARTING SAID CURVE RUN NON-TANGENT TO SAID CURVE SOUTH 38°10'03" EAST PARALLEL TO AND 1.00 FOOT NORTHEASTERLY OF SAID SOUTHERLY LINE OF LOT 7, A DISTANCE OF 63.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVE A RADIUS LENGTH OF 28.00 FEET, A CENTRAL ANGLE OF 15°01'09", AN ARC LENGTH OF 7.34 FEET, A CHORD LENGTH OF 7.32 FEET AND A CHORD BEARING OF SOUTH 30°18'52" EAST TO THE POINT OF BEGINNING.

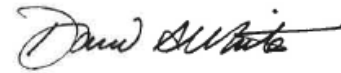
THE ABOVE DESCRIBED PROPERTY LIES IN THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA AND CONTAINS 65.99 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTHERLY LINE LOT 7, KINGS POINTE COMMERCIAL SUBDIVISION REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES. 4 & 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING NORTH 38°10'03" WEST,
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION L.B. #7808
DATE OF SIGNATURE: 11-28-2017

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

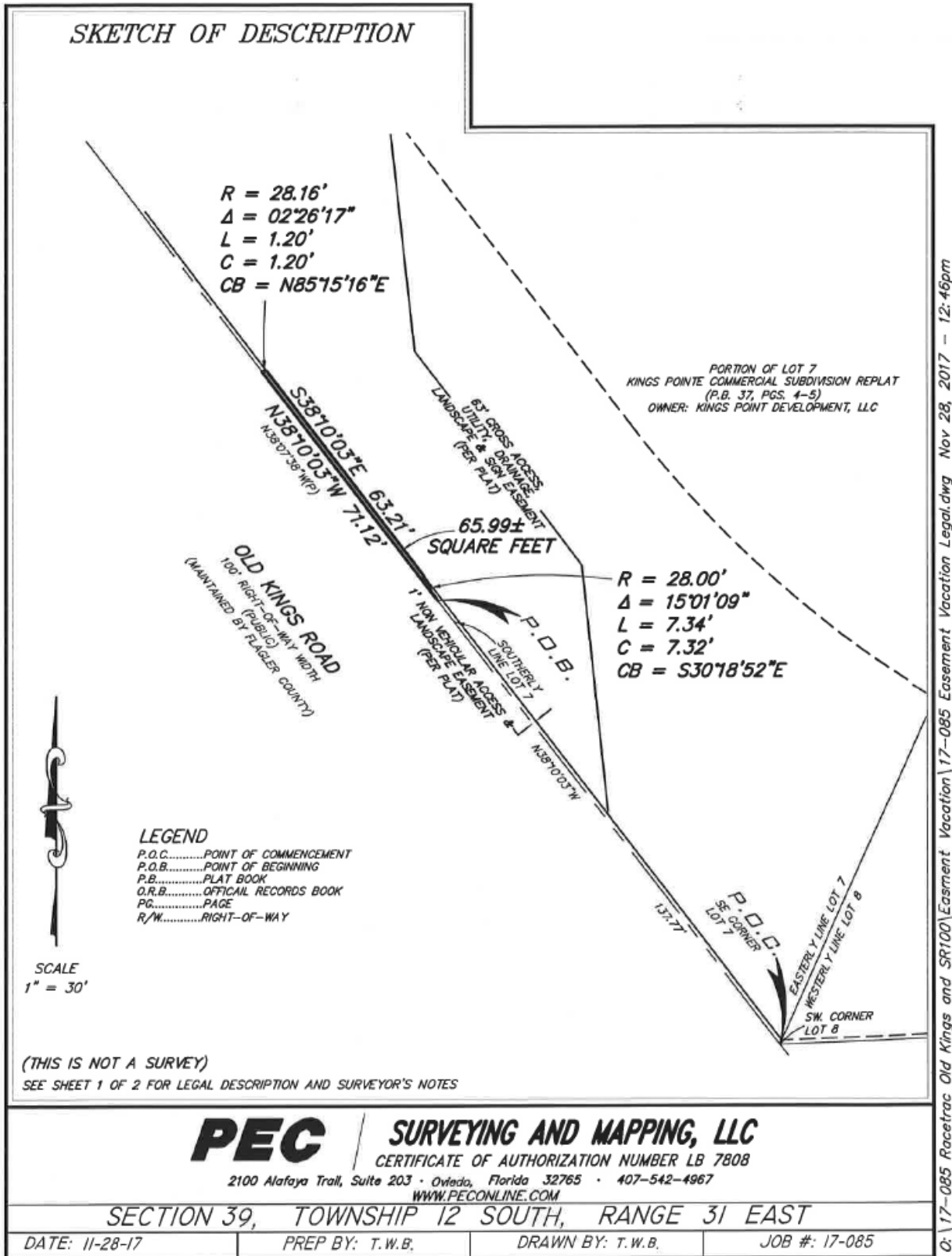
SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST

DATE: 11-28-17

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 17-085



Q:\17-085 Racetrac Old Kings and SR100\Easement Vacation\17-085 Easement Vacation Legal.dwg Nov 28, 2017 - 12:46pm

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

Return to:
Virginia Smith
City of Palm Coast
160 Lake Avenue, Ste. 225
Palm Coast, FL 32164

Tax Id: 39-12-31-3380-00000-0070



TERMINATION OF A PORTION OF EASEMENT
ON A PLATTED LOT

THIS TERMINATION OF A PORTION OF EASEMENT (hereinafter "Termination") is made and entered into this _____ day of _____, 20____, by and between Kings Pointe Developers, LLC, c/o Judith Gibbs, whose address is 1425 Ocean Shore Blvd., Unit 901, Ormond Beach, FL 32176, (hereinafter "Owner"), and the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Lake Avenue, Suite 225, Palm Coast, FL 32164 (hereinafter "City").

W I T N E S S E T H:

WHEREAS, Owner, is releasing a portion of the platted 1 foot wide non-vehicular access and landscape easement on the property located at 6125 Old Kings Road as more fully described below:

Lot 7, of the Kings Pointe Commercial Subdivision Replat, according to the plat thereof recorded in Map Book 37, Pages 4 and 5, of the Public Records of Flagler County, Florida.

WHEREAS, City has agreed to terminate only the portion of easement as shown on the attached **Exhibit "A" - Legal Description and Sketch** of the 1 foot wide non-vehicular access and landscape easement on Lot 7 of the Kings Pointe Commercial Subdivision Replat, as recorded in Map Book 45, Pages 4 and 5, of the Public Records of Flagler County, Florida, ("Easement"); and

WHEREAS Owner has granted the contracted purchaser of Lot 8 and a portion of Lot 7, permission to apply to the City for a site development plan and building permit to construct a convenience store with gas pumps on the site along with a new right-in/right-out access drive onto Old Kings Road where the Easement is being terminated; and

WHEREAS, the City has no objection to the Termination of Easement, and the City has received a letter of no objection for Termination of Easement from the Kings Pointe Commercial Center Owners Association, Inc., as the recipient of the 1 foot wide non-vehicular access and landscape easement for landscaping purposes; and

WHEREAS, the City agrees to terminate the portion of the 1 foot wide non-vehicular access and landscaping easement as shown on **Exhibit "A"** that lies along Lot 7, Kings Pointe Commercial Subdivision Replat but all other easements shown on Map Book 37, Pages 4 and 5 including the remaining portion of the 1 foot wide non-vehicular access and landscaping easement on Owner's Lot 7 will remain on Owner's property.

NOW, THEREFORE, in consideration of the foregoing premises set forth herein and the mutual benefit to be delivered therefrom, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above referenced recitals are incorporated herein by this reference as true and correct.

2. City hereby acknowledges, agrees and confirms that the portion of the 1 foot wide non-vehicular access and landscaping easement lying along a portion of Lot 7, as described and shown on the attached **Exhibit "A"**, is terminated. The 1 foot non-vehicular access and landscaping easement on the remainder of Lot 7 will remain, also shown on **Exhibit "A"**, as will any other easements previously granted.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

OWNER:

(Print Name)

Judith Gibbs

(Print Name)

Title

Address: 1425 Ocean Shore Blvd., Unit 901,
Ormond Beach, FL 32176

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (check one) ☐ who is/are personally known to me or ☐ who produced _____ as identification.

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

_____/_____/_____ Planning Manager

WITNESSES:

CITY OF PALM COAST

By: _____
Jim Landon, City Manager

(print)

ATTEST:

Virginia Smith, City Clerk

(print)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jim Landon, City Manager of the City of Palm Coast, Florida, who is personally known to me.

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

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF LOT 7, KINGS POINTE COMMERCIAL SUBDIVISION REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES. 4 AND 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOW:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 7 FOR THE POINT OF REFERENCE; THENCE RUN NORTH 38°10'03" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 7, A DISTANCE OF 137.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 38°10'03" WEST, ALONG SAID SOUTHERLY LINE OF LOT 7, A DISTANCE OF 71.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THENCE DEPARTING SAID SOUTHERLY LINE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS LENGTH OF 28.16 FEET, A CENTRAL ANGLE OF 02°26'17", AN ARC LENGTH OF 1.20 FEET, A CHORD LENGTH OF 1.20 FEET AND A CHORD BEARING OF NORTH 85°15'16" EAST; THENCE DEPARTING SAID CURVE RUN NON-TANGENT TO SAID CURVE SOUTH 38°10'03" EAST PARALLEL TO AND 1.00 FOOT NORTHEASTERLY OF SAID SOUTHERLY LINE OF LOT 7, A DISTANCE OF 63.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVE A RADIUS LENGTH OF 28.00 FEET, A CENTRAL ANGLE OF 15°01'09", AN ARC LENGTH OF 7.34 FEET, A CHORD LENGTH OF 7.32 FEET AND A CHORD BEARING OF SOUTH 30°18'52" EAST TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY LIES IN THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA AND CONTAINS 65.99 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION AND SKETCH OF DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTHERLY LINE LOT 7, KINGS POINTE COMMERCIAL SUBDIVISION REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGES. 4 & 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING NORTH 38°10'03" WEST,
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES



DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION L.B. #7808
DATE OF SIGNATURE: 11-28-2017

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST

DATE: 11-28-17

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 17-085

O: 17-085 Racetrac Old Kings and SR100 Easement Vacation | 17-085 Easement Vacation Legal.dwg Nov 28, 2017 - 12:40pm

SKETCH OF DESCRIPTION

$R = 28.16'$
 $\Delta = 02^{\circ}26'17''$
 $L = 1.20'$
 $C = 1.20'$
 $CB = N85^{\circ}15'16''E$

PORTION OF LOT 7
 KINGS POINTE COMMERCIAL SUBDIVISION REPLAT
 (P.B. 37, PGS. 4-5)
 OWNER: KINGS POINT DEVELOPMENT, LLC

$S38^{\circ}10'03''E$
 $N38^{\circ}10'03''W$
 $63.21'$
 $71.12'$
 $65.99 \pm$
 SQUARE FEET
 63' CROSS ACCESS
 UTILITY & DRAINAGE
 LANDSCAPE & SIGN EASEMENT
 (PER PLAT)
 1' NON VEHICULAR ACCESS
 LANDSCAPE EASEMENT
 (PER PLAT)
 SOUTHERLY
 LINE LOT 7
 P.O.B.
 N38^{\circ}10'03''W
 137.77'

$R = 28.00'$
 $\Delta = 15^{\circ}01'09''$
 $L = 7.34'$
 $C = 7.32'$
 $CB = S30^{\circ}18'52''E$

OLD KINGS ROAD
 100' RIGHT-OF-WAY WIDTH
 (MAINTAINED BY FLAGLER COUNTY)

LEGEND

P.O.C.....POINT OF COMMENCEMENT
 P.O.B.....POINT OF BEGINNING
 P.B.....PLAT BOOK
 O.R.B.....OFFICIAL RECORDS BOOK
 PG.....PAGE
 R/W.....RIGHT-OF-WAY

SCALE
 1" = 30'

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

WWW.PECONLINE.COM

SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST

DATE: 11-28-17

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 17-085

Q: 17-085 Racetrac Old Kings and SR100 Easement Vacation Legal.dwg Nov 28, 2017 - 12:46pm



KINGS POINTE COMMERCIAL SUBDIVISION REPLAT

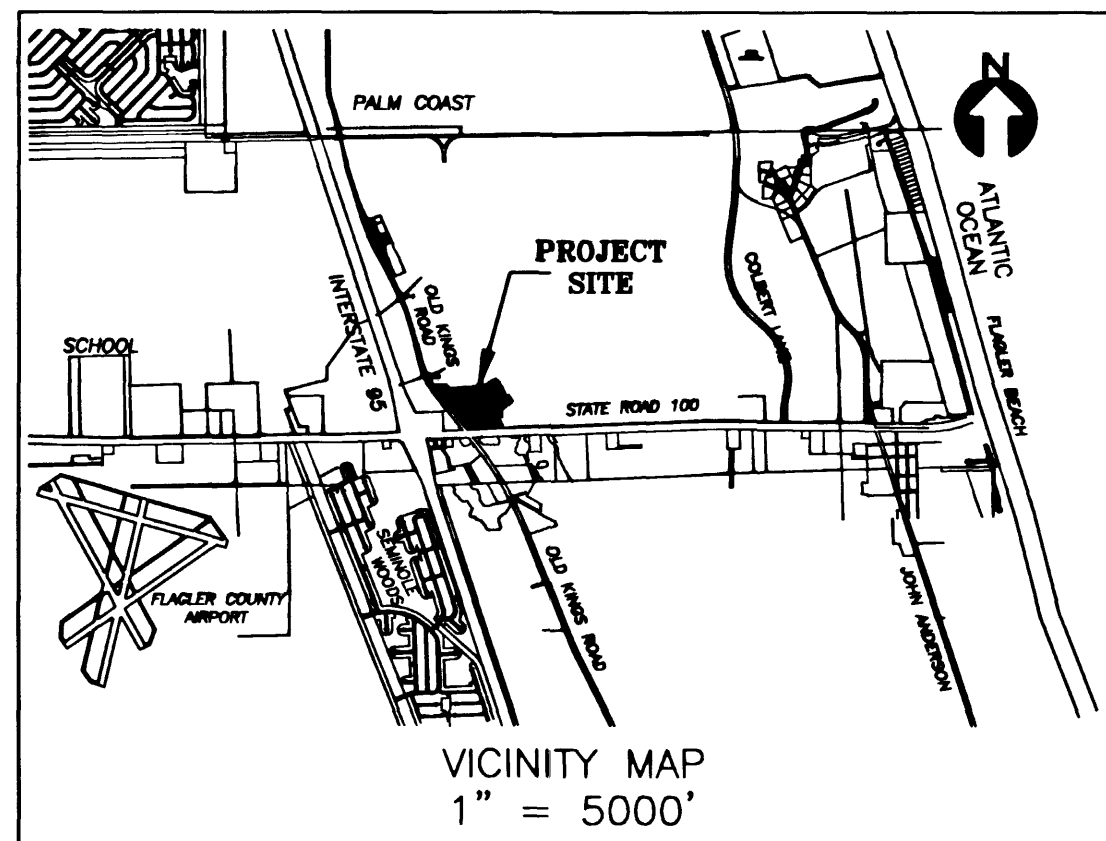
BEING A REPLAT OF KINGS POINTE COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 36, PAGES 59 & 60, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING A PORTION OF SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FR'S PELLICER GRANT, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

LEGAL DESCRIPTION:

BEING A PART OF FR'S PELLICER GRANT (SECTION 39) TOWNSHIP 12 SOUTH, RANGE 31 EAST, AS LIES NORTH OF STATE ROAD 100 (AS A 200 FOOT RIGHT-OF-WAY), AND EAST OF OLD KINGS ROAD, A 100 FOOT ROAD AS NOW IN USE, ALL BEING IN FLAGLER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY LINE OF OLD KINGS ROAD (A 100 FOOT R/W) AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100; THENCE N 38°07'38" W A DISTANCE OF 28.64 FEET FOR THE POINT OF BEGINNING; THENCE N 87°48'45" E PARALLEL WITH AFORESAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 966.70 FEET; THENCE THE FOLLOWING COURSES AND DISTANCES N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.33 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE S 87°48'45" W A DISTANCE OF 739.94 FEET; THENCE N 38°07'38" W A DISTANCE OF 123.59 FEET; THENCE S 87°48'45" W A DISTANCE OF 100.26 FEET; THENCE N 02°10'55" W A DISTANCE OF 38.00 FEET; THENCE S 87°48'45" W A DISTANCE OF 50.00 FEET; THENCE S 02°10'55" E A DISTANCE OF 38.00 FEET; THENCE S 87°48'45" W A DISTANCE OF 212.41 FEET TO A POINT ON THE EAST LINE OF AFORESAID OLD KINGS ROAD; SAID POINT BEING ON A CURVE, CONCAVE EASTERLY AND TO THE LEFT, THENCE ALONG SAID CURVE HAVING A RADIUS OF 1860.11 FEET, A CENTRAL ANGLE OF 04°44'26", A CHORD BEARING OF S 35°45'25" E, A CHORD DISTANCE OF 153.86 FEET, FOR AN ARC LENGTH OF 153.90 FEET; THENCE S 38°07'38" E A DISTANCE OF 1294.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 36.687 ACRES MORE OR LESS.



GENERAL NOTES:

SEVERAL NOTES SHOWN BELOW WERE ADDED AT THE DIRECTION OF THE CITY OF PALM COAST AND THE ATTORNEY'S REPRESENTING THE DEVELOPER. HOWEVER, MANY OF THESE NOTES ARE NOT SURVEY RELATED ITEMS AND ARE SUBJECT TO CHANGE AND NOT NECESSARILY THE OPINION OF THE PLATTING SURVEYOR.

1. ACCURACY: THE BOUNDARY DESCRIPTION OF CLOSURE IS 1:286,228.
2. BEARING STRUCTURE (S 38°07'38" E) ALONG THE CENTERLINE OF OLD KINGS ROAD (A 100 FOOT RIGHT-OF-WAY).
3. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT ANY UTILITY COMPANY WHO DAMAGES THE FACILITIES OF A PUBLIC UTILITY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. LANDSCAPING AND SIGN EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE, RESTORATION, REPAIR, REBUILD AND REPLACEMENT OF LANDSCAPING, SIGNAGE, LIGHTING AND SPRINKLER SYSTEMS. ALL UTILITIES SHALL BE LOCATED UNDERGROUND UNLESS OTHERWISE INDICATED ON THIS PLAT.

THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

4. THE KINGS POINTE COMMERCIAL CENTER OWNERS ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PALM COAST, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS LOCATED WITHIN THE PLAT, AS DETERMINED BY THE CITY OF PALM COAST, THE CITY IS DESIGNATED AN EASEMENT TO UTILIZE AND ENTER UPON THE FOLLOWING EASEMENTS AND TRACTS:
A. TRACT A;
B. THE 15' DRAINAGE EASEMENTS;
C. THE 63' WIDE CROSS ACCESS, UTILITY, DRAINAGE, LANDSCAPE & SIGN EASEMENT;
D. THE 39' WIDE CROSS ACCESS, UTILITY, DRAINAGE, LANDSCAPE & SIGN EASEMENT; AND
E. THE 63' CROSS ACCESS, UTILITY, DRAINAGE, LANDSCAPE & SIGN EASEMENT LYING ON LOT 11.

IN ORDER TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE WET DETENTION SYSTEM AND STORMWATER COLLECTION SYSTEM (WET DETENTION POND, PIPES AND STRUCTURES) WITHIN THE AFORESAID TRACTS OF THE PLAT, THE CITY OF PALM COAST SHALL ALSO HAVE THE RIGHT TO LIEN ALL OWNERS OF THE RECORD PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT, AS DETERMINED BY THE CITY OF PALM COAST TO BE NECESSARY.

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

6. ALL MEASUREMENTS ON THIS PLAT IS IN UNITED STATES FOOT AND DECIMALS THEREOF. NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/125-328083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

7. THE GRANT OF COMMON AREAS TO THE KINGS POINTE COMMERCIAL CENTER OWNER'S ASSOCIATION, INC. IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

8. MONUMENTS SHALL BE SET AT ALL LOT CORNER'S POINTS OF INTERSECTION AND CHANGES OF DIRECTION WITHIN THE SUBDIVISION IN ACCORDANCE WITH SECTION 177.08(19) FLORIDA STATUTES.

9. FLOOD PLANE INFORMATION ACCORDING TO THE F.I.R.M. MAP, FLAGLER COUNTY, FLORIDA INCORPORATED PANEL NUMBER 231 OF 345 AND CITY OF PALM COAST PANEL NUMBER 120684, COMMUNITY - MAP PANEL NUMBER 12035002310, DATED JULY 17, 2006 AND NOTED AS FLOOD ZONE "X". THE FLOOD ZONE INFORMATION TAKEN FROM FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) MAPS AND IS SUBJECT TO CHANGE. CONTACT FEMA FOR CURRENT FLOOD ZONE INFORMATION.

10. ALL EMERGENCY AND PUBLIC SERVICE VEHICLES SHALL HAVE ACCESS OVER AND ACROSS ALL ACCESS EASEMENTS THAT MAY EXIST FROM TIME TO TIME.

11. NO IMPROVEMENTS CONSTRUCTED WITHIN TRACT B; THE 63' CROSS ACCESS, UTILITY, DRAINAGE, LANDSCAPE AND SIGN EASEMENT; THE 39' CROSS ACCESS, UTILITY, DRAINAGE, LANDSCAPE AND SIGN EASEMENT; AND THE CROSS ACCESS, UTILITY AND DRAINAGE EASEMENT LOCATED NORTH OF TRACT A SHALL INTERFERE OR CONFLICT WITH THE UTILITY SYSTEM OR THE CITY OF PALM COAST'S USE OF THESE EASEMENTS FOR UTILITY PURPOSES.

12. BE ADVISED THAT THIS PROPERTY IS ALSO SUBJECT TO THE FOLLOWING RECORDED ENCUMBRANCES THAT CANNOT BE DEPICTED IN GRAPHIC FORM. THE FOLLOWING LIST SHOULD NOT BE RELIED UPON AS EXHAUSTIVE OF ALL MATTERS AFFECTING TITLE TO THE PROPERTY.
A. SPECIAL ASSESSMENT DISTRICT CREATED IN CITY OF PALM COAST ORDINANCE NUMBER 2005-10 AS RECORDED IN OFFICIAL RECORDS BOOK 1213 PAGE 183 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
B. CITY OF PALM COAST DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1107, PAGE 613, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
C. DECLARATION OF RESTRICTIVE CONDITIONS AND GRANT OF EASEMENTS FOR KINGS POINTE COMMERCIAL CENTER RECORDED IN OFFICIAL RECORDS BOOK 1587, PAGE 177, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS MAY BE AMENDED FROM TIME TO TIME.

13. THE ALLOWABLE SQUARE FOOTAGE OF BUILDINGS MAY BE ASSIGNED BY RECORDED INSTRUMENT BY KINGS POINTE DEVELOPERS, LLC'S SUCCESSORS OR ASSIGNS, TO THE SEVERAL LOTS WITHIN THIS PLAT SO LONG AS THE TOTAL ASSIGNABLE SQUARE FOOTAGE DOES NOT EXCEED 223,173 SQUARE FEET, WHICH REPRESENTS AN OVERALL FLOOR AREA RATIO OF 0.20 FOR THIS PLAT.

IN WITNESS WHEREOF, COLONIAL BANK, N.A. A NATIONAL BANKING ASSOCIATION HAS CAUSED THIS DEDICATION AND RESERVATION TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS THEREUNTO DULY AUTHORIZED OF THIS

4 DAY OF February, 2008

BY: *Brenda L. Digby* COLONIAL BANK, N.A., PRESIDENT

PRINTED NAME: *Brenda L. Digby* Lloyd Collins, PRESIDENT

BY: *James W. Livingston*

PRINTED NAME: *James W. Livingston*

STATE OF FLORIDA, COUNTY OF FLAGLER

THE FOREGOING DEDICATION AND RESERVATION WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF February, 2008, BY LLOYD COLLINS, PRESIDENT OF COLONIAL BANK, N.A. AND WHO ACKNOWLEDGED THAT HE HAS FULL AUTHORITY TO EXECUTE THE FOREGOING PLAT ENTITLED "KINGS POINTE COMMERCIAL SUBDIVISION REPLAT" ON BEHALF OF THE LLC, THAT HE IS [] PERSONALLY KNOWN TO ME, OR [] HAS PRODUCED AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

Karolyn N. Sheehey KAROLYN SHEEHEY MY COMMISSION # 0031082 EXPIRES: June 21, 2008

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES:

STATE OF FLORIDA, COUNTY OF FLAGLER

THE FOREGOING DEDICATION AND RESERVATION WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF February, 2008, BY THOMAS GIBBS, MANAGER OF KINGS POINTE DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WHO ACKNOWLEDGED THAT HE HAS FULL AUTHORITY TO EXECUTE THE FOREGOING PLAT ENTITLED "KINGS POINTE COMMERCIAL SUBDIVISION REPLAT" ON BEHALF OF THE LLC, THAT HE IS [] PERSONALLY KNOWN TO ME, OR [] HAS PRODUCED AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

Karolyn N. Sheehey KAROLYN SHEEHEY MY COMMISSION # 0031082 EXPIRES: June 21, 2008

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES:

STATE OF FLORIDA, COUNTY OF FLAGLER

THE FOREGOING DEDICATION AND RESERVATION WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF February, 2008, BY THOMAS GIBBS, MANAGER OF KINGS POINTE DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WHO ACKNOWLEDGED THAT HE HAS FULL AUTHORITY TO EXECUTE THE FOREGOING PLAT ENTITLED "KINGS POINTE COMMERCIAL SUBDIVISION REPLAT" ON BEHALF OF THE LLC, THAT HE IS [] PERSONALLY KNOWN TO ME, OR [] HAS PRODUCED AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

Karolyn N. Sheehey KAROLYN SHEEHEY MY COMMISSION # 0031082 EXPIRES: June 21, 2008

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES:

STATE OF FLORIDA, COUNTY OF FLAGLER

THE FOREGOING DEDICATION AND RESERVATION WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF February, 2008, BY THOMAS GIBBS, MANAGER OF KINGS POINTE DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WHO ACKNOWLEDGED THAT HE HAS FULL AUTHORITY TO EXECUTE THE FOREGOING PLAT ENTITLED "KINGS POINTE COMMERCIAL SUBDIVISION REPLAT" ON BEHALF OF THE LLC, THAT HE IS [] PERSONALLY KNOWN TO ME, OR [] HAS PRODUCED AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

Karolyn N. Sheehey KAROLYN SHEEHEY MY COMMISSION # 0031082 EXPIRES: June 21, 2008

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES:

STATE OF FLORIDA, COUNTY OF FLAGLER

THE FOREGOING DEDICATION AND RESERVATION WAS ACKNOWLEDGED BEFORE ME THIS 4 DAY OF February, 2008, BY THOMAS GIBBS, MANAGER OF KINGS POINTE DEVELOPERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WHO ACKNOWLEDGED THAT HE HAS FULL AUTHORITY TO EXECUTE THE FOREGOING PLAT ENTITLED "KINGS POINTE COMMERCIAL SUBDIVISION REPLAT" ON BEHALF OF THE LLC, THAT HE IS [] PERSONALLY KNOWN TO ME, OR [] HAS PRODUCED AS IDENTIFICATION.

DEDICATION & RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT KINGS POINTE DEVELOPERS, LLC, AND CARO-BAMA ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP, HAVE CAUSED THIS DEDICATION AND RESERVATION TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS THEREUNTO DULY AUTHORIZED OF THIS

30th DAY OF January, 2008

BY: *May John Davis* CARO-BAMA ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP

PRINTED NAME: *May John Davis* PRINTED NAME: *Drada P. Hoover*

BY: *Glenn T. Varner*

PRINTED NAME: *Glenn T. Varner*

BY: *Shirley M. Dupuy* CARO-BAMA ASSOCIATES, A GEORGIA GENERAL PARTNERSHIP

PRINTED NAME: *Shirley M. Dupuy*

BY: *Margaret P. Cook* BY: *Charles P. Hill*

PRINTED NAME: *Margaret P. Cook* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

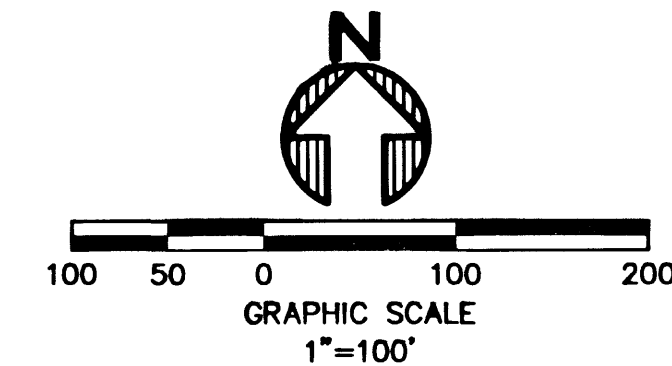
PRINTED NAME: *Charles P. Hill* PRINTED NAME: *Charles P. Hill*

BY: *Charles P. Hill* BY: *Charles P. Hill*

KINGS POINTE COMMERCIAL SUBDIVISION REPLAT

MAP BOOK 37 PAGE 5

BEING A REPLAT OF KINGS POINTE COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 36, PAGES 59 & 60, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. ALL BEING A PORTION OF SECTION 39, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FR'S PELLICER GRANT, CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA.

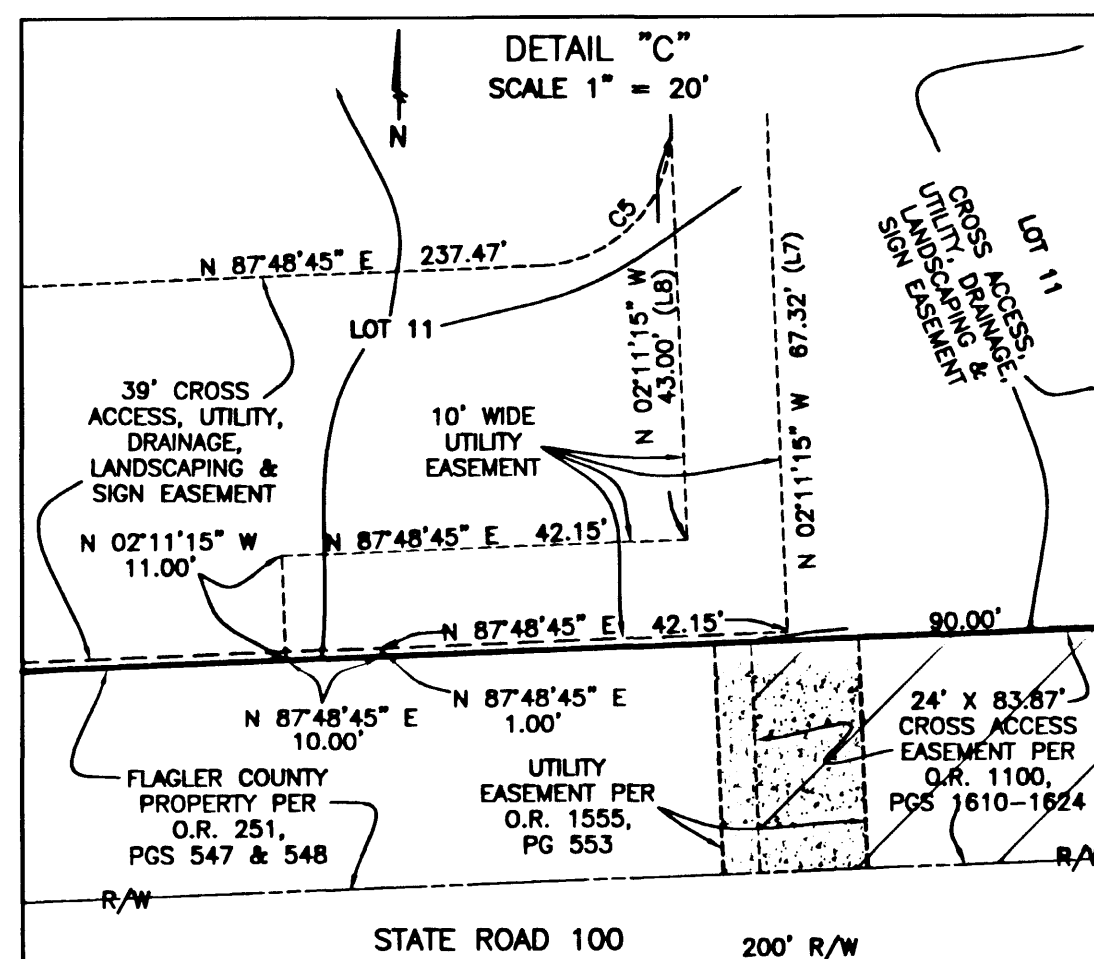
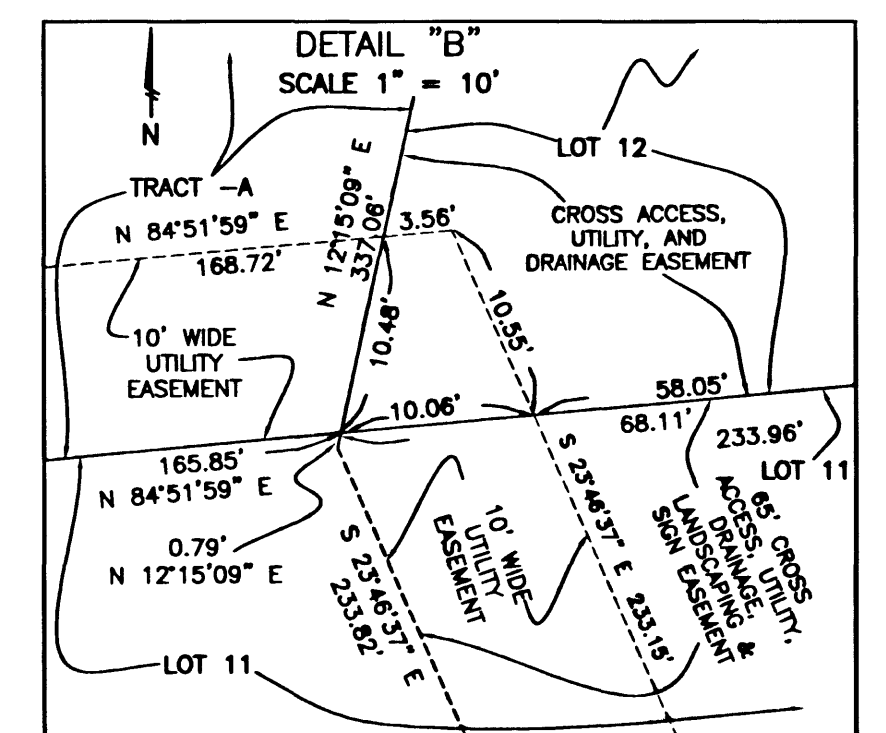
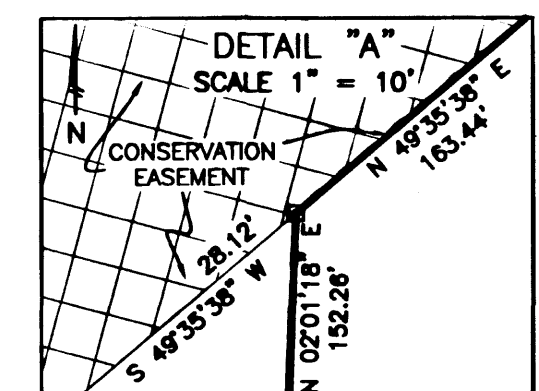


LEGEND

MONUMENTATION

- - DENOTES PERMANENT REFERENCE MONUMENT FOUND (AS NOTED)
- - DENOTES PERMANENT REFERENCE MONUMENT SET 4 X 4 CONCRETE MONUMENT STAMPED UPHAM INC. PSM 3905 AND LB 3612
- △ - DENOTES PERMANENT CONTROL POINT SET METAL DISK STAMPED PSM 3905
- - DENOTES SET 5/8" IRON ROD AND CAP LB 3612
- - DENOTES FOUND 5/8" IRON ROD AND CAP (AS NOTED)
- - DENOTES FOUND IRON PIPE (AS NOTED)
- - DENOTES FOUND NAIL AND WASHER STAMPED (AS NOTED)
- (R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
- (NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
- C - CENTER LINE
- Δ - CENTRAL ANGLE
- R - RADIUS
- CH - CHORD
- CB - CHORD BEARING
- FD - FOUND
- FPL - FLORIDA POWER & LIGHT
- PSM - PROFESSIONAL SURVEYOR AND MAPPER
- O.R. - OFFICIAL RECORD BOOK
- R/W - RIGHT-OF-WAY
- PUD - PLANNED UNIT DEVELOPMENT
- COP - CONCEPTUAL DEVELOPMENT PLAN
- MDA - MASTER DEVELOPMENT AGREEMENT
- PCD - PLANNED COMMUNITY DEVELOPMENT
- (A) - EASEMENT 1 BEARING OR DISTANCE
- L.L.C. - A FLORIDA LIMITED LIABILITY COMPANY
- PC - POINT OF CURVE
- POC - POINT ON A CURVE
- PT - POINT OF TANGENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	89.44'	N 87°48'45" E
L2	18.36'	N 87°48'45" E
L3	75.91'	S 54°48'19" W (NR)
L4	91.33'	N 54°48'19" E (NR)
L5	104.61'	N 87°48'45" E
L6	28.12'	S 49°35'38" W
L7	87.32'	N 02°11'15" W
L8	43.00'	N 02°11'15" W
L9	60.54'	N 49°27'01" W
L10	62.33'	S 40°57'18" W
L11	72.24'	S 59°18'10" W
L12	49.60'	N 51°15'57" W
L13	68.76'	N 56°56'09" W
L14	54.54'	N 24°16'58" W
L15	70.41'	N 31°03'26" W
L16	50.55'	N 37°02'17" W
L17	45.91'	N 29°08'33" W
L18	75.51'	N 22°31'20" W
L19	43.29'	N 01°57'44" W
L20	68.24'	N 07°35'20" W
L21	71.32'	N 65°48'58" W
L22	58.09'	N 29°37'42" W
L23	64.54'	N 35°59'26" W
L24	49.96'	N 49°25'39" E
L25	53.39'	N 41°19'38" E
L26	73.92'	N 57°42'16" E
L27	104.59'	N 48°33'15" E
L28	19.70'	N 07°30'50" W
L29	36.75'	N 23°24'26" W



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	04°44'26"	1860.11'	153.90'	153.86'
C2	02°58'42"	1860.11'	96.69'	96.68'
C3	01°45'44"	1860.11'	57.21'	57.21'
C4	54°03'37"	270.50'	255.23'	245.86'
C5	90°00'00"	14.00'	21.99'	19.80'
C6	21°25'34"	270.50'	101.16'	100.57'
C7	32°38'03"	270.50'	154.07'	152.00'
C8	00°18'29"	1860.11'	10.00'	10.00'

REVISED 2/07/2008
REVISED 1/10/2008
REVISED 8/13/2007

SHEET 2 OF 2

Upham, Inc.
Organization of Engineers, Surveyors & Landscape Architects
P.O. Box 1106 • 265 Kenilworth Avenue • Ormond Beach, Florida 32174
(386) 872-9615 • FAX (386) 873-8554 • LB# 0003612 • LC# 0003557
Visit us at: www.uphaminc.com



SCALE:	1"=100'
PROJECT:	024-091
DATE:	07/10/08
DRAWN BY:	SCP

Aerial Roadway Map
RaceTrac #1287
SR100 & Old Kings Rd. S.
Palm Coast, Florida



Tannath Design, Inc.
2494 Rose Springs Drive
Orlando, Florida 32825
407-982-9878
www.tannathdesign.com

FIGURE
A

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department	Community Development	Amount	\$131,000.00
Item Key		Account	#43000099-063000-66010
Subject	RESOLUTION 2018-XX APPROVING A CONTRACT WITH BBI CONSTRUCTION MANAGEMENT, A WORK ORDER WITH S&ME, AND A WORK ORDER WITH JPA, INC. FOR THE HOLLAND PARK PHASE 2 PROJECT		

Background:
Update for the February 20, 2018 Business Meeting
This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item. The BBI Contract is under review by staff and the City Attorney.

Original Background :
The City completed Phase 1 of Holland Park in June 2017. During this past year’s budget process, City Council accelerated funding in the Capital Improvement Plan (CIP) to start construction of Phase 2 this fiscal year.

Holland Park, Phase 2 includes, but is not limited to:

- Playground Zones (Construction Zone, The Hammock)
- Splash Pad (The Spring and The Shore)
- Pickleball Courts (2)
- Racquetball Courts (3)
- Exercise Fitness Station Area
- Sports Lighting for Horseshoe, Volleyball, Tennis, Racquetball, Pickleball and Shuffleboard
- Bocce Ball Court Rehabilitation and New Covering
- Maintenance Building
- Renovation of Pavilion 3 Restrooms
- Picnic Pavilions.

This agenda item includes three (3) related items for City Council consideration to accomplish Holland Park, Phase 2.

Construction Management-At Risk Contract
After experiencing issues with the general contracting model on Holland Park, Phase 1 and the success of the construction management-at risk model on City Hall and the Community Center, City staff solicited qualifications for a construction management firm to manage Holland Park, Phase 2.

City staff advertised and solicited for qualification in accordance with the City’s Purchasing Policy. The City received two (2) proposals which were responsive and responsible. The Evaluation Committee reviewed the proposals on the following criteria: (Firm Qualifications, Project Team’s Professional Qualifications, Project Team’s Splash Park Experience, Resolution of Litigations and Disputes, and Ability to Complete Projects on Time). Following the review of the proposals, the evaluation committee selected the top ranked firm and scheduled a site visit

and an interview with City staff. The evaluation committee determined BBI Construction Management, Inc. to be responsible and capable of providing construction management services for the City. The project bid overview and notice of intent to award are attached.

City staff has negotiated a scope & fee proposal and prepared a contract between the City and BBI Construction Management. The negotiated pre-construction lump fee is \$40,100.00 and the negotiated construction phase fee is 6.75% of the Guaranteed Maximum Price. City Staff has determined the cost for the Construction Management services for the Holland Park Phase 2 Improvements is reasonable and fair for the services to be provided and are consistent with these types of services for a project this size and scope. City staff recommend City Council approve a contract with BBI Construction Management to assist with finalizing the design & construction drawings and to establish a Guaranteed Maximum Price for construction associated with Holland Park Phase 2 Improvements. In addition, City staff are including adding pickle ball courts to Ralph Carter Park in the contract.

Work Order with S&ME, Inc.

The City had previously contracted with S&ME, Inc. for the design of the playground and splash pad. This item includes a Work Order with S&ME in the amount of \$60,900.00 to modify the design and update the drawings to provide a construction set of drawings for Holland Park Phase 2 Improvements as well as a design for adding pickle ball courts to Ralph Carter Park.

Work Order with JPA

The City had previously contracted Joseph Pozzuoli Architect (JPA) for the design of the existing building renovations and new building structures. This item also includes a Work Order with JPA in the amount of \$30,000.00 to provide a construction set of drawings for the Holland Park Phase 2 Improvements.

SOURCE OF FUNDS WORKSHEET FY 2018

Capital Projects Fund, Holland Park Renovations

43000099-063000-66010	\$975,000.00
Total Expenses/Encumbered to date	\$0
Current Work Orders/Contracts	<u>\$131,000.00</u>
Balance	\$844,000.00

Recommended Action :

Adopt Resolution 2018-Xx Approving a contract With BBI Construction Management, a work order with S&ME, and a work order with JPA, Inc. for the Holland Park Phase 2 Project.

RESOLUTION 2018 - ____
BBI CONSTRUCTION MANAGEMENT, INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENTS FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES WITH BBI CONSTRUCTION MANAGEMENT, INC., RELATING TO THE HOLLAND PARK PHASE 2 IMPROVEMENT PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS AND FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, BBI Construction Management, Inc. desires to provide the City of Palm Coast construction management at risk services for the Holland Park Phase 2 Improvement Project; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into an agreement with BBI Construction Management, Inc. for the above referenced services.

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

SECTION 1. APPROVAL OF AGREEMENT. That the City Council hereby approves the terms and conditions of the following agreements for construction management at risk services with BBI Construction Management, Inc., as attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. AUTHORIZATION TO EXECUTE. That the City Manager, or designee, is hereby authorized to execute the above said agreements and future amendments.

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately after its adoption.

DULY PASSED and ADOPTED at the meeting of the City Council of the City of Palm Coast on the 20th of February 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Attachments: Agreements with BBI Construction Management, Inc.



WORK ORDER
City of Palm Coast (Buyer)
Purchase Order #: _____

Supplier Name: SM&E	Date: 1/22/2018
Address: 1615 Edgewater Drive	Bid #:
City, State & Zip: Orlando, FL 32804	Project: Holland Park-Phase II
	Council Approval Date:

TOTAL COST: 60,900.00

ATTACHMENTS TO THIS WORK ORDER:

- ☒ Description of Services
☒ Drawings/Plans/Specifications
☐ Special Conditions
☐ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
☐ Not To Exceed
☐ Unit Price

TIME FOR COMPLETION: The obligation of SUPPLIER to provide services to CITY shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by May 31, 2018. Failure to meet the completion date may be grounds for termination of this WO and the underlying Master Services Agreement (MSA) for default. Time is of the essence.

INCORPORATION BY REFERENCE; CONFLICT. The provisions of the MSA are hereby expressly incorporated by reference into and made a part of this WO. In the event of a conflict between the terms and conditions of the MSA and this WO, the terms of the MSA shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this WO and any attachments, the terms of this WO shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this 24th day of January, 2018, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____
Printed Name JAY HOOD

Date: 1.24.18
Title DIRECTOR of LANDSCAPE ARCH.

CITY OF PALM COAST APPROVAL

By: _____
ASED DIRECTOR OR DESIGNEE

Date: _____

Project Mgr. Initials: _____



WORK ORDER
City of Palm Coast (Buyer)
Purchase Order #: _____

Supplier Name: Joseph Pozzuoli Architect	Date: 2/01/2018
Address: 314 Moody Boulevard	Bid #: RFSQ-CD-CME-18-12
City, State & Zip: Flagler Beach, FL 32136	Project: Holland Park Phase II
	Council Approval Date:

TOTAL COST: 30,000.00

ATTACHMENTS TO THIS WORK ORDER:

- ☒ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☒ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
- ☐ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of SUPPLIER to provide services to CITY shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying Master Services Agreement (MSA) for default. Time is of the essence.

INCORPORATION BY REFERENCE; CONFLICT. The provisions of the MSA are hereby expressly incorporated by reference into and made a part of this WO. In the event of a conflict between the terms and conditions of the MSA and this WO, the terms of the MSA shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this WO and any attachments, the terms of this WO shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this 5 day of FEB., 2018, for the purposes stated herein.

SUPPLIER APPROVAL

By: [Signature]
Printed Name Joseph Pozzuoli Architect

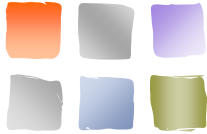
Date: 2.05.18
Title PRESIDENT

CITY OF PALM COAST APPROVAL

By: _____
ASED DIRECTOR OR DESIGNEE

Date: _____

Project Mgr. Initials: _____



JOSEPH POZZUOLI ARCHITECT

AR 13178 ID 4843

January 17, 2018

JPA Project No. 218102

City of Palm Coast
Carl Cote
Construction Management & Engineering Manager
160 Lake Avenue
Palm Coast, FL 32164
386-986-3748
CCote@palmcoastgov.com

RE: Holland Park Phase II: New Maintenance Building, Bocce Ball Courts, Large Pavilion-Toilet Room Renovation & Handball Courts

Dear Carl,

We appreciate the opportunity to present this proposal to **City of Palm Coast** ("Client") to provide **Architectural Design and Engineering Services** that are required for the development (**permitting**) of this exciting Holland Park Phase II Design. This letter will serve as my firm's proposal and upon acceptance will become our agreement. Thank you for this opportunity to be your Architect for this creative **Holland Park** venture.

Sincerely,
Joseph Pozzuoli Architect

We at JPA envision projects thoroughly tailored to the functional necessities of our clients, all the while exhibiting a freshness of form and innovative design on the leading edge of both construction and environmental technologies (Building Green). Based upon our knowledge of the Architectural program requirements for this project, along with our knowledge of the Permitting process within the **City of Palm Coast, FL**, **Joseph Pozzuoli Architect (JPA)** are confident that with the cooperation of the project's other Consultants, your project goals can be met on time and on budget. Our clients take part in the design process and benefit from a range of services such as feasibility studies, contractor selection, construction management, site observation and interiors.

Architecture Matters: Design, Create, Inspire.

"We're designing places where people want to be"

Services will commence promptly after the receipt of the executed Agreement and a \$ 0.00 deposit fee. The general provisions for this proposal are based on the applicable portions of General Provisions in the "Standard Form of Letter Agreement between Owner and Architect for Professional Services" as prepared by the American Institute of Architects. This proposal, the attached Exhibit "A" through "C", and the said general provisions represents the entire understanding between **City of Palm Coast** and **JPA** and may only be modified in writing signed by both parties. This proposal will be open for acceptance for 60 days, unless changed by JPA in writing. We look forward to getting started on this effort. Please telephone if you have questions relative to our proposal. If the above terms and conditions were acceptable to you, a signed return copy for our files and a retainer would be required to start work on this project.

ARCHITECTURE * PLANNING * INTERIORS

314 Moody Boulevard * Flagler Beach, FL 32136 * P: 386.439.5650 * F: 386.439.5651
* www.jpafloida.com *

January 17, 2018

JPA Project No. 218102

City of Palm Coast
Carl Cote
Construction Management & Engineering Manager
160 Lake Avenue
Palm Coast, FL 32164
386-986-3748
CCote@palmcoastgov.com

**RE: Holland Park Phase II: New Maintenance Building, Bocce Ball Courts, Large Pavilion-
Toilet Room Renovation & Handball Courts**

Sincerely,

Joseph Pozzuoli Architect



Joseph D. Pozzuoli, AIA, ID, ICAA
Principal

TABLE OF CONTENTS

Attachments:	Exhibit "A"	Scope of Professional Services	1-4
	Exhibit "B"	Schedule of Hourly Rates and Other Charges	5
	Exhibit "C"	Standard Provisions	6-9

Accepted and granting authority to proceed this _____ day of _____, 2018.

The undersigned, _____, is authorized to sign this Agreement on behalf of

City of Palm Coast and Joseph Pozzuoli Architect may rely on his/her representations.

By: _____
Carl Cote - Owner Representative

Title: Client

****Note**** Unsigned proposals are considered to be accepted in full if notified by phone or email to proceed with
Architectural and Engineering Services

cc File
JDP/lis- G1_01.17.18 /218102

JPA_____ CLIENT_____

EXHIBIT "A"
To the Letter Agreement Between
City of Palm Coast
and
Joseph Pozzuoli Architect
For
Holland Park - Phase II
January 17, 2018

SCOPE OF PROFESSIONAL SERVICES

The Design shall take into account all the Architectural program requirements according to our discussion on January 4, 2018 on Site. The Design & Detail of a **New Maintenance Building, Bocce Ball Courts Replacement, Bocce Ball Court Covering, Large Pavilion- Toilet Room Renovation & Handball Courts Recertification** which shall incorporate the following items:

Scope of Work

New Maintenance Building

- The Design and Detail of a New Maintenance Building - similar to the Indian Trails structure. JPA shall coordinate with City Staff to see if plan changes are needed to improve the facility.
- Reinforced Masonry structure with pre-engineered roof trusses on a monolithic foundation. Basis of Design Included.

Bocce Ball Courts Recertification

- The Design and Detail of two covered Bocce Ball Courts- Recertification to the New 2017 FBC. Basis of Design Included.
- Reinforced Masonry structure with timber-engineered roof trusses on a monolithic foundation.
- Included is cost for design/specifications to reconstruct Bocce Ball Courts.

Large Pavilion- Two Toilet Rooms Renovation

- The Re-Design and Detail of two existing Toilet Rooms (Men's & Woman's) at the Large existing Pavilion (south of the newly Designed Bocce Ball Courts Structure). This Renovation shall bring the toilet rooms up to current Florida Accessible Codes and Basis of Design Included.

Handball Courts Recertification

- The Design and Detail of three Handball Courts- Recertification to the New 2017 FBC. Basis of Design Included.
- Reinforced Masonry structure with a concrete slab sitting on compacted fill on a stemwall foundation.
- The Design shall incorporate means and methods of Green Build technology with Owners review and approvals where possible.

Phase One - Schematic Design (SD) Services

- JPA will meet and consult with the appropriate building department staff.
- JPA will complete a preliminary code research to obtain preliminary planning and zoning requirements.
- JPA will attend a kickoff meeting with City Staff and Construction Management Firm.
- JPA will prepare Schematic Design (SD) studies (3 if required, after that T & M till a SD is achieved) that explore new plan configurations. Each scheme will be developed to a minimum level to allow for City & Construction Management Firm review, comment and direction
- Based on the initial design review session, JPA will refine a final scheme and develop exterior elevations for owner approvals.
- JPA shall coordinate Design Development (DD) prior to the Construction Documents.

Schematic Design (SD) – The work product of this phase consists of drawings which define and depict the character, scale, and relationship of the project components.

Design Development (DD) Discussions – Drawings at this stage will define the materials required to construct the project.

Construction Document (CD) – In this phase, detailed drawings and specifications are produced for permitting.

Phase Two - Construction Document (CD) Services

JPA and our consultants will prepare a set of construction documents necessary to perform the work and obtain necessary permits. This work includes the following: 'as required'.

- Architectural
- Structural
- Mechanical
- Electrical
- Plumbing
- Reasonable Building Department required “Permit Revisions”
- Assistance in obtaining the customary approvals from the various governmental agencies having jurisdiction over the project. This does not include any rezoning, variance, or special exception submissions – Additional Services (see below).
- “Record Drawings” to be completed on an hourly rate during construction if initiated by Owner Requested Revisions (ORR) during the projects construction. The information shall be supplied by the G.C. and sub-contractor field mark-ups accordingly.

Phase Three – GMP Bidding Phase

JPA will assist the CM during the bidding phase by addressing Contractor RFI’s and issuing addenda as required.

Fee Proposal:

We propose the following: *Lump Sum Fee = \$ 23,000.00 for Custom Design & Coordination of Schematic Design, Design Development, Engineering Coordination, and Construction Documents for Permitting –*

- Final total payment due at the issuance of construction documents, Signed & Sealed for city permitting.

Lump Sum Fees Payable as follows:

1. New Maintenance Building	\$ 10,500.00
2. Bocce Ball Courts Recertification	\$ 4,250.00
3. Large Pavilion- Two Toilet Rooms Renovation	\$ 5,750.00
4. <u>Handball Courts Recertification</u>	\$ 2,500.00
Total	\$ 23,000.00

Services to be billed Hourly:

5. Reimbursable Expenses	\$ 3,500.00
6. <u>GMP (Bidding Phase)</u>	\$ 3,500.00
Total NOT-TO-EXCEED-FEE	\$ 30,000.00

Billing: Invoicing shall occur at the end of each month for each project Progress.

Printing is a Reimbursable Fee - after the (6) sets of S & S approved Documents have been issued

List of Drawings

But not limited to: - Each project shall vary -

- CS – Cover Sheet, Scope of Work
- GN – General Notes
- S-1 – Location Site Plan
- A- 1 –Foundation Plans & Details
- A- 2 – Floor Plans
- A- 3 – Exterior Elevations (2)
- A- 4 – Exterior Elevations (2)
- A- 5 – Roof Plan
- A- 6 – Roof Framing Plans
- A- 7 – 1/4 Building Sections (4)
- A- 8 – 3/4" Wall Sections
- A- 9 – 3/4" Wall Sections
- A-10 – Door and Window Typical Details
- A-11– Miscellaneous Details
- M-1 – Mechanical Plan
- E-1,2 – Electrical Plans - Power & Lighting Etc.
- P-1 – Plumbing Plans - Schedules & Risers Etc.

Upon Owners request, the following services can be provided at an hourly rate:

Phase Four - Construction Contract Administration

In this phase JPA will assist the General Contractor in providing administration of the construction contract as contained in the latest edition of The American Institute of Architects document. General Conditions – Articles 1 thru 14.

- Review of shop drawings and other submissions from the contractor.
- Appropriate interval visits to the site to determine in general if the work is proceeding in conformance with the construction documents.
- Preparing Change Orders.
- Reviewing contractors Application for Payment and issuing Certificates of Payment.
- Determine Substantial and Final completion.

Additional Services

Upon Owners request, the following can be provided at an hourly rate – Unless Noted Otherwise:

Interior Design, DRC Approvals, Site Plan Approvals, City/County Commission Approvals, Civil Engineering, Landscaping, Irrigation, Rezoning, Comprehensive plan amendment, variances, special exceptions, etc. Permit Fees, construction contract administration, application fees, soil borings, surveying, testing services, special inspector services, shop drawing reviews, construction cost budgeting, Civil Engineering certifications, construction contract administration, fire sprinkler drawings or calculations, parking layout, etc. storm water management system and drainage, drainage calculations and approvals from the DEP design, environmental assessments, concurrency reservation application, traffic engineering or studies, tree mitigation, bidding assistance, any taxes, fees, bonds, permitting services, design services and documentation required for LEED certification, design services commonly referred to “BIM”, use of Revit, or other specialized software, multiple or alternate system designs other than as discussed herein ("Record Drawings"), as-built documentation, design updates necessary to accommodate building code revisions which would be unreasonable to expect to be anticipated at the onset of design, and any services not specifically included in the scope of services.

Joseph Pozzuoli Architect will execute reasonable care and professional skill in preparation and execution of the documents according to this agreement, but does not guarantee perfect or flawless judgment.

A survey must be provided in paper format and/or electronic format which accurately identifies all above ground improvements within the project site.

Additional work not specifically outlined within the scope of services listed above is to be charged on an hourly rate based on the attached Exhibit "B". These rates will be in effect for at least one year from contract date. The monthly carrying charge will be at 1.55%. The above does not include any surveying fees, soil testing fees, permitting fees, out of pocket expenses, all of which will be billed at their respective cost.

JPA shall invoice the Client at the beginning of the month for all reimbursable expenses and work performed during the proceeding month. Invoices shall be paid within thirty (30) days of receipt of invoice. In the event that an invoice is not paid in full within sixty (60) days, JPA reserves the right to stop all work and claim of lien as authorized by Florida's Construction Lien Law, and notify the Client. Client also agrees to pay any costs associated with collections of outstanding invoices including reasonable attorney's fees.

Additional consultants or additional services by consultants, photocopies, postage, express mail, courier services, out-of-town travel - @ \$0.55/mile, and other miscellaneous costs will be reimbursable at actual cost.

Payment requirements for services rendered are outlined in the attached Exhibit "C". Client will be billed for the work performed and expenses incurred based on Exhibit "A". Payment for any "Additional Services", work not specifically described in Exhibit "A", will be billed as the number of hours spent on the work and under the fee schedule of Exhibit "B". At your written request, we will provide you with an estimated fee for performing the additional services and make such work subject to all the terms and conditions of this Agreement.

JPA shall furnish (6) sets of final approved signed and sealed drawings as part of the lump sum price. Additional blueprints & plots will be invoiced with an additional charge of 1.5 times the cost of any printing company invoices paid by JPA. In house printing will be invoiced at \$3.50 dollars per sheet (24"x36"), reproducible vellums at \$8.00 per sheet.

SCHEDULE: (Scheduled completion after notice to proceed)

Phase One – 4 weeks

Phase Two – 6 weeks

Phase Three – 6 weeks

Phase Four – Dependent upon construction schedule

EXHIBIT "B"
To the Letter Agreement Between
City of Palm Coast
and
Joseph Pozzuoli Architect
For
Holland Park - Phase II
January 17, 2018

SCHEDULE OF HOURLY RATES AND OTHER CHARGES

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
Principal	Hour	\$ 185.00
Project Consultant/PE	Hour	\$ 155.00
Project Architect	Hour	\$ 135.00
Project Manager	Hour	\$ 100.00
CAD Operator/ Manager	Hour	\$ 90.00
Engineer Tech	Hour	\$ 85.00
Administration/ Clerical	Hour	\$ 55.00
Out of Pocket Expense	Expense	1.5x
Deposition/Court Testimony	Hour	\$ 275.00
Colored Renderings	24" x 36"	\$ 1,500.00 (min.)
	30" x 42"	\$ 2,000.00 (min.)
Graphic Design	Hour	\$ 130.00
Interior Design	Hour	\$ 130.00
Feasibility Studies	Hour	\$ 150.00
Finance Charge on Past Due Account	Balance	See Exhibit "C"

* The above unit rates are in effect as of January 1, 2018 and will be subject to an increase anytime after one year from that date.

EXHIBIT "C"
To the Letter Agreement Between
City of Palm Coast
and
Joseph Pozzuoli Architect
For
Holland Park - Phase II
January 17, 2018

JOSEPH POZZUOLI ARCHITECT STANDARD PROVISIONS

1. JPA Scope of Services

JPA's undertaking to perform professional services and prepared documents necessary to obtain approvals by the applicable permitting agencies for the services specifically described in this Agreement. However, if requested by the Client and agreed to by JPA, JPA will perform additional services ("Additional Services") hereunder. JPA is also authorized, but not required, to perform Additional Services for services deemed appropriate by JPA in response to emergencies, unanticipated actions by the Client contractors, revised regulations, or requirements of authorities, if advance authorization cannot be obtained. JPA will notify the Client as soon as practical of the inception of such Additional Services.

2. Client's Responsibilities

In addition to other responsibilities described herein or imposed by law, the Client shall:

- a. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Arrange for access to the site and other private or public property as required for JPA to provide its services.
- c. Review all documents or oral reports presented by JPA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JPA.
- d. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of JPA's services.
- e. Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or JPA may reasonably request.
- f. Give prompt written notice to JPA whenever the Client becomes aware of any development that affects the scope and timing of JPA's services or any defect or noncompliance in any aspect of the project.
- g. Bear all costs incident to the responsibilities of the Client.

3. Period of Services

Unless otherwise stated herein, JPA will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to any circumstances that JPA does not control. Such a delay or suspension shall not terminate this Agreement unless JPA elects to terminate pursuant to other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively) for reasons beyond JPA's control, the various rates of compensation provided for this Agreement shall be renegotiated.

If the services covered by this agreement have not been completed within 24 months from the date that this contract was signed by both parties, through no fault of JPA or the design team, JPA compensation for the incomplete portion of the work shall be on a time and materials basis billed at the hourly rate of \$300.00 per hour.

4. Compensation for Additional Services

Unless otherwise agreed to in writing, the Client shall pay JPA for the performance of any Additional Services as amount based-upon JPA's current hourly rates plus an amount to cover certain direct expenses including in-house duplicating and blueprints, local mileage, telephone calls, electronic messaging, postage, and word processing. Other direct expenses will be billed at 1.5 times cost.

5. Method of Payment

Compensation shall be paid to JPA in accordance with the following provisions:

- a. Invoices will be submitted by JPA to the Client per Exhibit "A". Payment of each invoice will be due within 25 days of receipt. The Client shall also pay to JPA all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder. JPA shall be compensated in U.S. dollars. Interest will be added to accounts after 25 days at 1.5%. If the Client fails to make any payment due JPA for services and expenses within 30 days after JPA's transmittal of its invoice, JPA may, after giving 7 days written notice to the client, suspend services under this agreement until all amounts due are paid in full.
- b. If the Client objects to an invoice, it must advise JPA in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- c. If JPA initiates legal proceedings to collect payment, the prevailing party shall be entitled to payment by the other party of all reasonable cost, charges and expenses, including reasonable attorneys' fees relating to such action through all levels of proceedings, expended or incurred in connection therewith by the prevailing party.
- d. The Client agrees that the payment for services rendered and expenses incurred by JPA pursuant to this Agreement is not subjected to any contingency or condition.

6. Use of Documents

All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by JPA are related exclusively to the services described in this Agreement. Any modifications made by the Client to any of the JPA's documents, or any partial use or reuse of the documents without written authorization or adaptation by JPA will be at the Client's sole risk and without liability or legal exposure to JPA, and the Client shall indemnify, defend and hold the Construction harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting there from. Any authorization or adaptation will entitle JPA to further compensation at rates to be agreed upon by the Client and JPA.

7. Opinions of Cost

Because JPA does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. JPA cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the client wishes great assurance as to the amount of any cost, it shall employ an independent cost estimator. JPA's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, JPA shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by JPA as a result of such termination. If JPA's compensation is a fixed fee, the amount payable for services will be proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by JPA, to the total amount of services which were to have been performed, less prior partial payments.

9. Insurance

JPA is protected by Professional liability insurance for E & O and will exchange certificates of insurance upon request. If the Client directs JPA to obtain increased insurance coverage, or if the nature of JPA's activities requires additional insurance coverage, JPA will take out such additional insurance, if obtainable, at the Client's expenses. Following is a summary of JPA's insurance coverage:

- a. Professional Liability coverage in the amount of \$ 1,000,000.00 for each occurrence with \$1,000,000.00 general aggregate.
- b. General Liability Insurance coverage in the amount of \$ 1,000,000.00 for each occurrence with \$2,000,000.00 general aggregate.

10. Liability

In performing its professional services, JPA will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by JPA's undertaking herein or its performance of services, and it is agreed that JPA is not a fiduciary with respect to the client. JPA agrees that during the period in which an action otherwise could be brought against it JPA will hold the Client harmless from loss, damage, injury, or liability arising directly and solely from the negligent acts or omissions of JPA, its employees, agents, subcontractors and their employees and agents but only to the extent set forth as follows. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of JPA and JPA's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of JPA's or JPA's officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation received by JPA under this Agreement or \$25,000.00 whichever is greater. Under no circumstances shall JPA be liable for lost profits or consequential damages, for extra costs or other consequences due to change conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

ANY CLAIM FOR CONSTRUCTION DEFECTS IS SUBJECT TO NOTICE AND CURE PROVISIONS OF CHAPTER 588, FLORIDA STATUTES.

11. Certifications

Guarantees and Warranties: JPA shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence JPA cannot ascertain.

12. Expenses of Litigation

If litigation or arbitration related to the services performed is initiated against JPA by the Client, its contractors, or subcontractors, the prevailing party shall be entitled to payment by the other party of reasonable cost, charges and expenses, including attorney's fees relating to such action through all levels of proceedings, expended or incurred in connection therewith by the prevailing party.

13. Dispute Resolution

All claims by the either party arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

14. Hazardous Substances and Conditions

Unless stated in the scope of services, it is agreed that the Client does not request JPA to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law.

15. Construction Phase Services

- a. If JPA's services include the preparation of documents to be used for construction, JPA shall not be responsible for any interpretation of the intent of its documents if it is not retained and paid for periodic site visits. If JPA is contracted to perform inspections, it is JPA's responsibility to report and inform Client of contractor's progress of work and standard workmanship.
- b. JPA shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall JPA have any authority or responsibility to stop or direct the work of any contractor. JPA's visit will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by JPA. JPA neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its mean and methods; that the contractor shall indemnify the
- c. Client and JPA for all claims and liability arising out of job site accidents; and that the Client and JPA shall be made additional insured under the contractor's general liability insurance policy.

16. Assignment and Subcontracting

This Agreement gives no rights or benefits to anyone other than the Client and JPA and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and JPA. Neither the Client nor JPA shall assign or transfer any rights under or interest in this Agreement without the written consent of the other. However, nothing herein shall prevent or restrict JPA from retaining independent professional associates, subconsultants, and suppliers as JPA may deem appropriate.

17. Confidentiality

The Client consents to the use and dissemination by JPA of photographs of the project and to the use by JPA of facts, data and information obtained by JPA in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, JPA shall use reasonable care to maintain the confidentiality of that material.

18. Miscellaneous Provisions

This Agreement is to be governed by the law of the State of Florida. This Agreement shall bind, and the benefits, thereof shall inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This agreement can be supplemented or amended only by a written document executed by both parties. Any provisions in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19. Ownership of Design

All parties acknowledge and agree that all designs contemplated by or created pursuant to this agreement are instruments of service and shall remain the sole property of JPA. This agreement and fees quoted are for a single licensed use by the Client of the building plans and other documents created. JPA hereby grants to Client a license to use the building plans and other documents created under this agreement after payment in full is received of all fees and expenses. Any use of the plans, other than the single license use thereof, shall not be permitted without the advance, written consent of JPA.

20. NOTWITHSTANDING any paragraph of this Letter Agreement, pursuant to Florida Statute Section 588.0035, as that statute may now exist or hereafter amended, an individual, employee, or agent of the Architect may not be held individually liable for negligence.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department	UTILITY	Amount
Item Key		Account#
Subject	RESOLUTION 2018-XX HAZARD MITIGATION GRANT PROGRAM PUMP STATION GENERATORS	
Background: <u>Update for the February 20, 2018 Business Meeting</u> This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item.		
<u>Original Background</u> In June 2017, City staff submitted eight grant applications to Florida Division of Emergency Management (FDEM) for 32 generators associated with City Hall, Community Center and 30 pump stations through the Hazard Mitigation Grant Program (HMGP) as a result of Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL). Prior to application, the referenced projects were integrated into the Flagler County Local Mitigation Strategy Plan (LMS) and subsequently prioritized with other community stakeholder projects in April 2017. The LMS working group approved 19 prioritized projects across the County for funding under Hurricane Matthew. The prioritizing of the projects and ensuring compliance with the LMS is a prerequisite of pursuing HMGP grant funding. The City of Palm Coast has received notification that, with the exception of the Community Center, all of the applications have been approved for cost share funding by the Federal Emergency Management Agency (FEMA). The Community Center did not meet project criteria during FDEM's review based on the benefit cost analysis and function. The pump stations serve as critical facilities in the wastewater collection system and these requested auxiliary power sources allow for normal operations during emergency events. The City of Palm Coast will receive six separate Federally-funded Subaward and Grant Agreements for the 30 pump station generators with five generators in each agreement. To date, the city has received three of these agreements, sample attached, with the remainder expected in February. The agreements have a start and range of end dates of from "upon execution thru December 31, 2019 to February 2020". FDEM serves as a Sub-Recipient, "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal Program", and will be managing contract compliance on behalf of FEMA. The total federal share obligation is \$1,196,777 (75% of the generator cost). The City's share for pump station generators has been budgeted for this fiscal year through the Utility Capital Projects Fund for \$450,000.		
Recommended Action : Adopt Resolution 2018-XX approving contract agreements between the City of Palm Coast and Florida Division of Emergency Management for the purchase and installation of generators at 30 pump stations.		

RESOLUTION 2018 - ____
HAZARD MITIGATION GRANT PROGRAM
PUMP STATION GENERATOR
CONTRACT AGREEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING CONTRACT AGREEMENTS WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, A PASS-THROUGH ENTITY TO THE FEDERAL EMERGENCY MANGEMENT AGENCY FOR GENERATORS TO SERVICE 30 PUMP STATIONS; PROVIDING AN EFFECTIVE DATE; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County and the State of Florida were directly impacted by Hurricane Matthew which resulted in a Presidential Disaster Declaration and availability of Hazard Mitigation Grant Program (HMGP) funding; and

WHEREAS, to qualify for HMGP funding, a project shall conform to the funding priorities for the disaster, as established in the appropriate Local Mitigation Strategy (LMS) Workgroup; and.

WHEREAS, the City of Palm Coast has actively participated as a LMS Workgroup stakeholder and has ensured that mitigation projects associated with weather and man-made hazards are incorporated into the LMS Plan; and

WHEREAS, the City of Palm Coast and other community stakeholders ranked LMS project priorities in April 2017 which included thirty generators for Wastewater collection system PEP stations (pump stations in the PEP areas) and Lift stations, determined to be critical facilities during emergency events; and

WHEREAS, the Six separate agreements of five generators each totaling thirty generators were awarded during December 2017, January and February 2018, for a federal share obligation of \$1,196,777.00 (75% of the generator cost); and

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

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the six associated FEMA Contract Agreements.

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

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th Day of February 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachment: Exhibit "A" – Federally-Funded Subaward and Grant Agreement

Approved as to form and legality

William E. Reischmann, Jr., Esq.

Agreement Number: H0026
Project Number: 4283-27-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of Palm Coast</u>
Sub-Recipient's unique entity identifier:	<u>59-3614294</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4283-FL</u>
Federal Award Date:	<u>December 4, 2017</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru December 31, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$208,067.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$208,067.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$208,067.00</u>
Federal award project description (see FFATA):	<u>City of Palm Coast – Generator Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Velma.noel@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Palm Coast, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subaward these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Velma Noel. Project Manager
Bureau of Mitigation
Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (850) 815-4571
Email: velma.noel@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Brian Matthews
2 Utility Drive
Palm Coast, Florida 32137
Telephone: (386) 986-2353
Fax: (386) 986-2393
Email: bmatthews@palmcoastgov.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

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

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on December 31, 2019, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$208,067.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and

promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. the Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources

- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant

or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in

addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Palm Coast

By: _____

Name and Title: _____

Date: _____

FID#: 59-3614294

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Wesley Maul, Interim Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: *Federal Emergency Management Agency: Hazard Mitigation Grant*

Catalog of Federal Domestic Assistance Number: 97.039

Amount of Federal Funding: \$ 208,067.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or “the Act”), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform the following eligible activities:

- Other projects that reduce future disaster losses

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to provide protection to PEP Station, Table 1 in Palm Coast, Flagler County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-27-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Palm Coast agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a HMGP project, the Sub-Recipient, shall purchase and install five (5) properly sized permanent generators, located in Palm Coast Florida 32164.

The HMGP project shall provide protection to the facility and shall be accomplished by the installation of five (5) permanent generators with an integrated automatic power transfer switch (ATS), at pump stations number PS23-1, PS26-1, PS28-1 PS29-1 and PS29-2 within the wastewater collection system along Palm Coast, Florida. The backup power supply is a self-contained system that includes fuel supply and remote monitoring capability that shall sense a loss of power to automatically start the generator and to shut off the normal power supply through the automatic power transfer switch to provide backup power to the pump station. The implementation of the project shall allow the pumps to continue to operate normally avoiding overflows.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Project Location(s):

- 1) PS23-1 93 Whippoorwill Drive
- 2) PS26-1 70 Pine Grove Drive
- 3) PS28-1 122 Point Pleasant Drive
- 4) PS29-1 29 Ryeclyff Drive
- 5) PS29-2 118 Ryan Drive

TASKS & DELIVERABLES:

A) Tasks

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall upgrade to meet Florida Building Code and/or Miami Dade Requirements, includes all exterior openings.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable –

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certify Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- g) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

The Division in coordination with the Sub-Recipient, if applicable, shall conduct review and approval of any third party in-kind services.

Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation Activities consist of purchasing and installation of five (5) properly sized permanent generators that shall provide protection to Table 1 PEP Station located in Palm Coast Florida 32164.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. The Division and FEMA shall approve a change in the scope of work *in advance regardless of the budget implications*.

- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) Project approval is with the condition that the tasks, deliverables, and conditions accomplished and submitted 30-days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

This is FEMA project number **HMGP-4283-27-R**, funded under FEMA-4283-DR-FL.

This project was awarded on December 04, 2017, and the Period of Performance or this project shall end on December 31, 2019.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State and Local Contracting:	3	Months
Design / Permitting:	3	Months
Bidding and Contracting:	3	Months
Construction / Installation:	12	Months
Final Inspection/Closeout:	3	Months
Total Period of Performance:	24	Months

BUDGET:**Line Item Budget***

	Project Cost	Federal Share	Local Share
Materials:	\$224,851.00	\$168,638.00	\$56,213.00
Labor:	\$51,625.00	\$38,719.00	\$12,906.00
Fees:	\$947.00	\$710.00	\$237.00
Total:	\$ 277,423.00	\$ 208,067.00	\$ 69,356.00

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share:	\$208,067.00	(75.%)
Local Share:	\$69,356.00	(25.%)
Total Project Cost:**	\$ 277,423.00	(100%)

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act Of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes

- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
 - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
 - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition, which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT NAME: City of Palm Coast

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: H0026

FEMA TRACKING #: 4283-27-R INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal 75%	Obligated Non-Federal 25%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL	\$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____ DATE
ADMINISTRATIVE COST	\$ _____	
APPROVED FOR PAYMENT	\$ _____	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Palm Coast

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for the First Three Months of Contract
For Example ADMINISTRATIVE COSTS (Include Secondary Administration)	
For Example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM**

SUB-RECIPIENT City of Palm Coast PROJECT #: 4283-27-R
PROJECT TYPE: Generator Project CONTRACT#: H0026
DISASTER NUMBER: 4283 QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): \$ _____

Provide reimbursement projections for this project:

July-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-June 20__ \$ _____
July-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-June 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____

Signature

Name and Title

Street Address

City, State, Zip

Date

City of Palm Coast

Sub-Recipient's Name

H0026

DEM Contract Number

4283-27-R

FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4283-27-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$208,067.00

OBLIGATION/ACTION DATE: December 4, 2017

SUBAWARD DATE (if applicable): _____

DUNS#: 174531107

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a HMGP project, the Sub-Recipient, shall purchase and install five (5) properly sized permanent generators, located in Palm Coast Florida 32164.

The HMGP project shall provide protection to and accomplished by the installation of five (5) permanent generators with an integrated automatic power transfer switch (ATS), at pump stations number PS23-1, PS26-1, PS28-1 PS29-1 and PS29-2 within the wastewater collection system along Palm Coast, Florida. The backup power supply is a self-contained system that includes fuel supply and remote monitoring capability that shall sense a loss of power to automatically start the generator and to shut off the normal power supply through the automatic power transfer switch to provide backup power to the pump station. The implementation of the project shall allow the pumps to continue to operate normally avoiding overflows.

The project shall provide protection against 142 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Project Location(s):

- 1) PS23-1 93 Whippoorwill Drive
- 2) PS26-1 70 Pine Grove Drive
- 3) PS28-1 122 Point Pleasant Drive
- 4) PS29-1 29 Ryeclyff Drive
- 5) PS29-2 118 Ryan Drive

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

Pt. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department	Community Development	Amount	\$329,000.00
Item Key		Account	#54029090-063000-81020 #21055011-063000-54507
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH DRMP, INC. FOR ADDITIONAL DESIGN PHASE SERVICES TO PROVIDE PHASED CONSTRUCTION DOCUMENTS FOR THE OLD KINGS ROAD WIDENING PROJECT		

Background :
Update for the February 20, 2018 Business Meeting
This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item.

Original Background
This project is a new facility project intended to connect two existing roads to serve as a major I-95 parallel facility and regional arterial. This project will provide additional capacity to assist during emergencies and evacuations. This 3.44 mile project provides for a four-lane divided urban arterial roadway with two 11-foot lanes in each direction, curb and gutter with a closed drainage system, a median, and a sidewalk on both sides of the road. The proposed improvements consist of reconstruction and widening of the existing pavement in both directions to accommodate roadway improvements.

The Florida Department of Transportation (FDOT) has funding currently allocated for the design phase of the project as part of their current approved budget. The project funding is from an FDOT County Incentive Grant Program (CIGP) which requires an Agreement directly between FDOT and Flagler County. A CIGP Agreement, dated May 21, 2013, was executed providing up to \$2,000,000.00 for the design phase of the project. On April 16, 2013, City Council approved an Interlocal Agreement between the City of Palm Coast and Flagler County for the Old Kings Road Widening Project. This agreement allows the City to facilitate the Design Phase of the Old Kings Road Widening project.

On March 14, 2014, City Council approved a contract with Dyer, Riddle, Mills & Precourt, Inc. (DRMP) to prepare a complete set of roadway construction contract plans, specifications, surveys, and other related tasks as necessary, for the Old Kings Roadway Widening Project to be used by a contractor to completely construct the improvements, and by the CITY to ensure the project is built as designed and to specifications. During the design phase the CITY pursued approval and funding from FDOT to extend the project limits approximately 1,500 feet south of Palm Coast Parkway so that the Old Kings Road Intersection with Palm Coast Parkway could be designed for final configuration so that the intersection traffic flow could be optimized. FDOT approved funding in the amount of \$125,000.00 and the Agreement between FDOT and Flagler County was approved and executed. On May 19, 2015, City Council approved a Change Order in the amount of \$175,532.27 for this additional design effort. On August 2, 2016, City Council approved a Change Order in the amount of \$200,000.00 to provide additional design phase services to provide utility design for relocation, adjustments and extension of water, sewer and re-use line services within the Old Kings Roadway project limits. The design is currently completed and approved by FDOT. Currently the City is pursuing right-

of-way acquisition needed for the project.

On October 4, 2017, the City and FDOT held a partnering meeting. During this meeting, FDOT indicated that are not any funds currently allocated for construction and that they recommended that the project be broken down into phases in order to reduce the project costs to amounts that FDOT could more easily fund. FDOT indicated that they could provide \$200,000.00 to assist in the non-utility portion of the design effort to provide phased construction documents. A supplemental amendment to the agreement was approved by the Flagler County Commission and the document has been fully executed by FDOT. City staff negotiated a scope and fee with DRMP for the roadway design effort and the utility design effort. This item is to approve a Work Order with DRMP in the amount of \$329,000.00 for additional design phase services to provide phased construction documents associated with the Old Kings Road Widening Project.

SOURCE OF FUNDS WORKSHEET FY 2018

Street Improvements Fund, Old Kings Road North Widening

21055011-063000-54507

Total Expenses/Encumbered to date

\$ 291,000.00

\$ 0.00

Pending Work Orders/Contracts

\$ 0.00

Current Work Orders/Contracts

\$ 291,000.00

Balance

\$ 0.00

Utility Capital Projects Fund, Improvements, Water Mains

54029090-063000-81020

\$1,800,000.00

Total Expenses/Encumbered to date

\$ 0.00

Pending Work Orders/Contracts

\$ 0.00

Current Work Orders/Contracts

\$ 38,000.00

Balance

\$1,762,000.00

Recommended Action :

Adopt resolution 2018-XX approving a work order with DRMP for additional design phase services associated with the Old Kings Road Widening Project.

RESOLUTION 2018 - _____
WORK ORDER
OLD KINGS ROADWAY WIDENING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH DYER, RIDDLE, MILLS & PRECOURT, INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE OLD KINGS ROADWAY WIDENING IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dyer, Riddle, Mills & Precourt, Inc. (DRMP), Inc. has expressed a desire to provide additional professional consulting services for the Old Kings Roadway Widening Project; and

WHEREAS, the City Council of the City of Palm Coast desires to execute a work order with DRMP for the above referenced services; and

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

SECTION 1. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of a Work Order with DRMP, 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 work order as depicted in Exhibit “A”.

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast,
Florida, on this 20th day of February 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA SMITH, CITY CLERK

Attachments: Exhibit “A” – Work Order with DRMP

Approved as to form and legality

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



WORK ORDER
City of Palm Coast (Buyer)
Purchase Order #: _____

Supplier Name: DRMP	Date: 2/08/2018
Address: 941 Lake Baldwin Lane	Bid #:
City, State & Zip: Orlando, Florida 32814	Project: Old Kings Road
	Council Approval Date:

TOTAL COST: \$329,000.00

Utility - \$38,000.00

Roadway - \$291,000.00

ATTACHMENTS TO THIS WORK ORDER:

- ☒ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☐ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
- ☐ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of SUPPLIER to provide services to CITY shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by 10/01/2018. Failure to meet the completion date may be grounds for termination of this WO and the underlying Master Services Agreement (MSA) for default. Time is of the essence.

INCORPORATION BY REFERENCE; CONFLICT. The provisions of the MSA are hereby expressly incorporated by reference into and made a part of this WO. In the event of a conflict between the terms and conditions of the MSA and this WO, the terms of the MSA shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this WO and any attachments, the terms of this WO shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

By: Colette Moss
Printed Name Colette Moss

Date: 2/8/18
Title Vice President

CITY OF PALM COAST APPROVAL

By: _____
ASED DIRECTOR OR DESIGNEE

Date: _____

Project Mgr. Initials: _____

Section 1
City of Palm Coast
Old Kings Road Widening Project Split
General Description of Services

A PURPOSE

The City of Palm Coast (City) is seeking professional services for design and construction plans to split the original construction plans into segments for constructions as 2 stand-alone projects.

Background/Description (Purpose and Need):

The design and construction plans for the Old Kings Road Widening from South of Kingswood Dr./Brighton Cir. To south of Forest Grove Dr. was completed in August of 2017. The City of Palm Coast is coordinating funding for the construction of the project with FDOT. The overall project length will be divided into 2 segments at logical termination points to allow for construction as portions of the overall project cost become available. The first segment is intended for construction funding within 18 months. The second segment will include an anticipated project split point (separation of quantities) for a future split as construction funds become available. The future division of segment 2 is included as optional services due to the unknowns associated with the construction funding amounts.

B OBJECTIVE

The general objective is for the Consultant to prepare a separate set of construction plans for each segment to be used by the City and Contractors to completely construct the proposed improvements, and by the City to ensure the project is built as designed and to specifications. The design will include the following:

Segment 1: Begin Project to Sta. 117+60

- Roadway Design (transitions to existing, MOT design)
- Signalization, Signing and Pavement Marking Design for transitions
- Lighting Design
- Utility Coordination
- Landscaping and irrigation revisions at transitions
- Quantities updates
- Plan Updates
- Permitting Coordination (Gopher Tortoise permit)

➤ STAFF HOURS: Segment 1	964
➤ FEE ESTIMATE: Segment 1	\$120,000.00

Segment 2: Sta. 117+60 to End project

- Roadway Design (transitions to existing, MOT design)
- Signalization, Signing and Pavement Marking Design for transitions
- Lighting Design
- Utility Coordination
- Quantities divide (theoretical project split)
- Plan Updates

➤ STAFF HOURS: Segment 2	935
➤ FEE ESTIMATE: Segment 2	\$115,000.00

Total Roadway, S&PM, Signals and Landscape Plan Split (2 segments): **\$235,000.00**

Watermain Plans Split and Gravity Sewer adjustments

- Utility Design (WM and Sewer)

➤ STAFF HOURS: Segment 1	(Sewer 143, WM 68)	211
➤ FEE ESTIMATE: Segment 1		\$25,000.00

➤ STAFF HOURS: Segment 2	(Sewer 0, WM)	107
➤ FEE ESTIMATE: Segment 2		\$13,000.00

Total WM and Sewer: **\$38,000.00**

TOTAL FEE ESTIMATE FOR 2 SEGMENT SPLIT: **\$273,000.00**

Optional Services

Additional services to provide 2 separate plan sets for Segment 2. This effort would be completed concurrently with the services above for the 2-segment split and result in 3 plan sets. These fees are in addition to the total fee estimate above and are only available at with written approval from the City of Palm Coast

Optional Services: **\$56,000.00**

All plans and design documents are to be prepared with Standard English values in accordance with all applicable FDOT manuals and guidelines.

C PROJECT SCHEDULE

6 month total duration from NTP for 2 segment split. Optional services for 3 project split must be initiated with 2 months of NTP.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department	Community Development	Amount	\$449,608.50
Item Key		Account	#43000099-063000-51005
Subject	RESOLUTION 2018-XX APPROVING THE PURCHASE OF MATERIALS AND RELATED EXPENSES FOR CONSTRUCTION OF THE SESAME BOULEVARD PATH FROM CITATION BOULEVARD TO SELMA TRAIL		
Background:			
<u>Update for the February 20, 2018 Business Meeting</u>			
This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item.			
<u>Original Background</u>			
As part of the Seminole Woods Path projects, the City has completed design of Phase 5 and recently received permitting from the Army Corp of Engineers. City Staff is ready to construct the project utilizing Community Development Block Grant (CDBG) funds. The area being constructed is on Sesame Blvd from Citation Blvd to Selma Trail (Approximately 6,100 ft.). The work will be performed by the City of Palm Coast Public Works Staff. The materials and expenses are estimated at \$408,735.00, which is attached. In addition, the city requests a 10% contingency of \$40,873.50. The total projects are estimated at \$449,608.50. City staff will utilize existing price agreements previously approved by City Council along with quotes for smaller purchases in accordance with the City's Purchasing Policy.			
SOURCE OF FUNDS WORKSHEET FY 2018			
Seminole Woods MUP – 43000099-063000-51005		\$	880,000.00
Total Expenses/Encumbered to date		\$	0.00
Pending Work Orders/Contracts		\$	0.00
Current Work Order		\$	449,608.50
Balance		\$	430,391.50
Recommended Action :			
Adopt Resolution 2018-XX approving the purchase of materials and related expenses for construction of the Sesame Boulevard Path.			

RESOLUTION 2018 - ____
PURCHASE OF MATERIALS AND RELATED EXPENSES FOR
CONSTRUCTION OF THE SESAME BOULEVARD PATH FROM CITATION
BOULEVARD TO SELMA TRAIL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PURCHASE OF MATERIALS AND RELATED EXPENSES FOR CONSTRUCTION OF THE SESAME BOULEVARD PATH FROM CITATION BOULEVARD TO SELMA TRAIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff will be constructing the Sesame Boulevard Path from Citation Boulevard to Selma Trail;

WHEREAS, the City Council of the City of Palm Coast desires to approve the purchase of materials and related expenses for construction of the Sesame Boulevard Path from Citation Boulevard to Selma Trail.

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

SECTION 1. APPROVAL OF PURCHASE. The City Council of the City of Palm Coast hereby approves the purchase of materials and related expenses for construction of the Sesame Boulevard Path from Citation Boulevard to Selma Trail, in the amount of \$449,608.50.

SECTION 2. 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 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of February 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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

Phase 5

Item	description	Quantity	Unit cost	Total
Phase 5				
Concrete/ Path	4000 psi (CY)	600	115.00	69,000.00
Silt Fence	Silt fence (LF)	5900	1.00	5,900.00
Sod	ROW (SF)	120,000	1.00	120,000.00
Striping	Cross Walks	4	1000.00	4,000.00
Bench & Plantings	Bench & Plantings	5	4000.00	20,000.00
Mats	Truncated domes	8	500.00	4,000.00
Hand Rail	Pedestrian (LF)	110	200.00	22,000.00
Headwalls	Trueline sheet piles (LF)	110	200.00	22,000.00
Headwall Concrete	Cell fill (CY)	33	115.00	3,795.00
Headwall Caps & Collars	4000 psi concrete	20	115.00	2,300.00
Pipes	17X13 (LF)	985	80.00	78,800.00
Pipes	58X36 (LF)	110	100.00	11,000.00
Pipes	50X31 (LF)	100	90.00	9,000.00
Basins	Grate top	2	1200.00	2,400.00
MES	4000 psi concrete (CY)	24	115.00	2,760.00
Rip Rap	Coquina	1	2000.00	2,000.00
Testing	Soil Profile	1	1500.00	1,500.00
Notification	News Paper	1	480.00	480.00
SJRWMD	Permit Fee	1	2000.00	2,000.00
Equipment	Rental (month)	4	5000.00	16,800.00
Roadway Repair	Pipe Crossings	2	6000.00	6000.00
Demolition	Pipes and crossing	1	3000.00	3,000.00

Total

408,735.00

Contingency

40873.50

TOTAL

449,608.50

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department	Community Development	Amount	\$903,000.00
Item Key		Account	#54029082-063000-82002
Subject	RESOLUTION 2018-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC. FOR THE CONSTRUCTION OF THE WWTP NO. 1 CLARIFIER MECHANICAL EQUIPMENT REPLACEMENT PROJECT		
Background : <u>Update for the February 20, 2018 Business Meeting</u> This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item.			
<u>Original Background</u> The City of Palm Coast Wastewater Treatment No. 1 utilizes six secondary clarifiers, two of which need rehabilitation. Clarifiers 1 through 4 have been previously rehabilitated. Clarifiers 5 and 6 were installed in the early 1980's and have reached their life expectancy. This project includes the removal and replacement of existing mechanical equipment in both clarifiers, new controls and yard piping, rehabilitation of the clarifier basins, and the removal and replacement of defective weirs and baffles in the clarifiers. The Construction Management & Engineering Division advertised the project (ITB-UT-16-20) and on January 25, 2018, received bids from six qualified contractors. City staff recommend awarding the contract to the low bidder PBM Constructors, Inc. of Jacksonville, for the amount of \$860,000.00 and a 5% contingency (\$43,000.00). The notice of intent to award and project bid overview are attached. This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2018-9.			
SOURCE OF FUNDS WORKSHEET FY 2018-19			
Utility Capital Project-WWP expansion- 54029082-063000-82002			\$ 4,770,000.00
Total Expenses/Encumbered to date			\$11,146.76
Pending Work Orders/Contracts			\$0
Current Work Order			<u>\$903,000.00</u>
Balance			\$3,855,853.24
Recommended Action : Adopt Resolution 2018-XX Approving a contract with PBM Constructors, Inc. in the amount of \$903,000.00 including a 5% contingency for the construction of the WWTP No. 1 Clarifier mechanical equipment replacement project.			

RESOLUTION 2018-_____
WASTEWATER TREATMENT PLANT NO. 1
CLARIFIER 5 & 6 MECHANICAL EQUIPMENT REPLACEMENT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC., FOR THE WASTEWATER TREATMENT PLANT NO. 1 CLARIFIER 5 & 6 MECHANICAL REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to remove and replace clarifiers 5 & 6 for Wastewater Treatment Plant No. 1; and

WHEREAS, the City Council of the City of Palm Coast desires to contract for the above reference services to install the mechanical replacements for Clarifiers 5 & 6.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract with PBM Constructors, Inc., for the Wastewater Treatment Plant No. 1 Clarifier's 5 & 6 Mechanical Equipment Replacement project, 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 any necessary documents.

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of February 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Contract with PBM Constructors, Inc.

Approved as to form and legality

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



City of PALM COAST

Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: ITB-UT-18-20 Waste Water Treatment Plant No. 1 Clarifier Mechanical Equipment Replacement

Date: January 29, 2018

Appeal Deadline: Appeals must be Filed by 5:00 PM on February 1, 2018

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$860,000.00
L7 Construction, Inc. Sanford, FL	\$955,700.00
SGS Contracting Services, Inc. High Springs, FL	\$966,000.00
Waterline Industries Corp. Bunnell, FL	\$987,677.00
Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL	\$1,019,690.00
TLC Diversified, Inc. Palmetto, FL	\$1,052,000.00
E&D Contracting Services, Inc. Savannah, GA	NO BID

The intent of the City of Palm Coast is to award ITB-UT-18-20 Waste Water Treatment Plant No. 1 Clarifier Mechanical Equipment Replacement to PBM Constructors, Inc.

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

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

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



ITB-UT-18-20 - Waste Water Treatment Plant No. 1 Clarifier Mechanical Equipment Replacement

Project Overview

Project Details	
Reference ID	ITB-UT-18-20
Project Name	Waste Water Treatment Plant No. 1 Clarifier Mechanical Equipment Replacement
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of selecting a contractor. The contractor shall furnish all labor, materials, equipment, tools, supervision, and any other items required for: the removing of existing equipment of two (2) clarifiers, numbers 5 & 6 of Waste Water Treatment Plant No. 1; furnish and installing new mechanical equipment in both clarifiers, new controls and yard piping.
Open Date	Nov 15, 2017 8:00 AM EST
Close Date	Dec 07, 2017 2:00 PM EST

Awarded Suppliers	Reason	Score
PBM Constructors Inc	Was a pre-qualified bidder and	0 pts



	was noted the bid winner in the Notice of Intent to Award.	
--	--	--

Seal status

Requested Information	Unsealed on	Unsealed by
Pre-Qualification Forms A-M	Dec 07, 2017 2:19 PM EST	Kelly Downey
Financial Statements Form N	Dec 07, 2017 2:19 PM EST	Kelly Downey
All Bid Forms - Section 00200	Jan 25, 2018 2:22 PM EST	Jesse Scott
Signed and Dated Addenda	Jan 25, 2018 2:23 PM EST	Jesse Scott

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg	Dec 09, 2017 12:09 PM EST	No



Alex Blake	Dec 11, 2017 8:39 AM EST	No
Danny Ashburn	Dec 11, 2017 7:36 AM EST	No
Patrick Henderspm	Dec 07, 2017 2:32 PM EST	No
Helena Alves	Dec 14, 2017 8:27 AM EST	No
Jesse Scott	Dec 07, 2017 3:21 PM EST	No



Project Criteria

Criteria	Points	Description
Pre-Qualification Forms	Pass/Fail	All Pre-Qualification Forms completed and received.
Pre-Qualification Review	Pass/Fail	Pre-Qualification Review
Financial	Pass/Fail	Financial Review
Pricing	0 pts	All Bid Forms - Section 00200
Signed and Dated Addenda	Pass/Fail	Signed and Dated Addenda
Bid Forms Section 00200 Less Price	Pass/Fail	Bid Forms - Section 00200 less Price Sheet
Total	0 pts	



Scoring Summary

Active Submissions

	Total	Pre-Qualification Forms	Pre-Qualification Review	Financial	Pricing
Supplier	/ 0 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 0 pts
PBM Constructors Inc	0 pts	Pass	Pass	Pass	0 pts (\$860,000.00)

	Signed and Dated Addenda	Bid Forms Section 00200 Less Price
Supplier	Pass/Fail	Pass/Fail
PBM Constructors Inc	Pass	Pass

Eliminated Submissions



	Pre-Qualification Forms	Pre-Qualification Review	Financial	Pricing	Signed and Dated Addenda
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	/ 0 pts	Pass/Fail
E&D Contracting Services, Inc	Pass	Mixed	Pass	0 pts	Mixed
L7 Construction, Inc.	Pass	Pass	Pass	0 pts (\$955,700.00)	Pass
Mack Concrete Industries	Mixed	Fail	Pass	0 pts	Fail
Petticoat-Schmitt Civil Contractors, Inc.	Pass	Pass	Pass	0 pts (\$1,019,690.00)	Pass
Sawcross Inc	Pass	Pass	Fail	0 pts	Mixed
SGS Contracting Services, Inc.	Pass	Pass	Pass	0 pts (\$966,000.00)	Mixed
TLC Diversified, Inc.	Pass	Pass	Pass	0 pts (\$1,052,000.00)	Pass
Waterline Industries Corp	Pass	Pass	Pass	0 pts (\$987,677.00)	Pass



	Pre-Qualification Forms	Pre-Qualification Review	Financial	Pricing	Signed and Dated Addenda
Supplier	Pass/Fail	Pass/Fail	Pass/Fail	/ 0 pts	Pass/Fail
ENVIRODYNE SYSTEMS INC	Fail	Fail	-	-	-

	Bid Forms Section 00200 Less Price
Supplier	Pass/Fail
E&D Contracting Services, Inc	Mixed
L7 Construction, Inc.	Pass
Mack Concrete Industries	Fail
Petticoat-Schmitt Civil Contractors, Inc.	Pass



	Bid Forms Section 00200 Less Price
Supplier	Pass/Fail
Sawcross Inc	Mixed
SGS Contracting Services, Inc.	Pass
TLC Diversified, Inc.	Pass
Waterline Industries Corp	Pass
ENVIRODYNE SYSTEMS INC	-



Reason

Supplier	Disqualified by	Reason
Sawcross Inc	Jesse Scott	Did not pre-qualify for the bid.
TLC Diversified, Inc.	Jesse Scott	Supplier was originally on the short list fr pre-qualification, however, was eliminated as a result of not being the successful winner of the bid.
Waterline Industries Corp	Jesse Scott	Supplier was originally on the short list fr pre-qualification, however, was eliminated as a result of not being the successful winner of the bid.
ENVIRODYNE SYSTEMS INC	Jesse Scott	non-responsive. Letter sent to Vendor 12/11/17.
L7 Construction, Inc.	Jesse Scott	Supplier was originally on the short list fr pre-qualification, however, was eliminated as a result of not being the successful winner of the bid.
E&D Contracting Services, Inc	Jesse Scott	Supplier was originally on the short list fr pre-qualification, however, was eliminated as a result of not being the successful winner of the bid. This supplier did not submit a bid even though pre-qualified to do so.



Supplier	Disqualified by	Reason
Mack Concrete Industries	Jesse Scott	Did not pre-qualify for the bid
Petticoat-Schmitt Civil Contractors, Inc.	Jesse Scott	Supplier was originally on the short list fr pre-qualification, however, was eliminated as a result of not being the successful winner of the bid.
SGS Contracting Services, Inc.	Jesse Scott	Supplier was originally on the short list fr pre-qualification, however, was eliminated as a result of not being the successful winner of the bid.

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department	Community Development	Amount	\$110,480.00
Item Key		Account	#54029088-063000-81019
Subject	RESOLUTION 2018-XXX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE SW-43 REPLACEMENT AND RAW WATER MAIN.		
Background:			
<u>Update for the February 20, 2018 Business Meeting</u>			
This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item.			
<u>Original Background</u>			
The City of Palm Coast entered into an agreement with Palm Coast Land, LLC, to exchange an existing wellsite, SW-43, for land and access to the wetlands off of US 1. The City will decommission existing well SW-43 located on the corner of US #1 and Matanzas Woods Parkway within 180 days of notification from the new owner. In preparation for future decommissioning, City staff has tasked Connect Consulting to drill a new well on the land donated by Palm Coast Land, LLC. Another task which remains is construction of the replacement well. McKim & Creed provided the engineering services for the design and construction of several well sites in the area and is familiar with the project.			
Staff recommends retaining McKim & Creed for design and construction engineering services for the SW-43R replacement and raw water main. Work will be performed on an hourly rate basis for a fee not to exceed \$110,480.00 Funds for this project are budgeted in the Utility 5-year Capital Plan.			
SOURCE OF FUNDS WORKSHEET FY 2018			
Utility Capital Project- 54029088-063000-81019			\$2,880,000.00
Total Expenses/Encumbered to date			\$648,087.70
Pending Work Orders/Contracts			<u>\$110,480.00</u>
Balance			\$2,121,432.30
Recommended Action :			
Adopt Resolution 2018-XXX approving a work order with McKim & Creed, Inc., in the amount not to exceed \$110,480.00 for engineering design and construction services for the SW-43 Replacement and Raw Water Main.			

RESOLUTION 2018-_____
WORK ORDER WITH MCKIM & CREED, INC.,
FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES
FOR SW-43R REPLACEMENT
AND RAW WATER MAIN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AN ADDENDUM TO THE WORK ORDER ISSUED TO MCKIM & CREED FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE SW-43R REPLACEMENT AND RAW WATER MAIN PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said contract to McKim & Creed for the above referenced engineering services relating to the design and construction of the SW-43R Replacement and Raw Water Main project.

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

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

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of February 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality

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



WORK ORDER-

City of Palm Coast (Buyer)

Purchase Order #: _____

Vendor Name: McKim & Creed, Inc.	Date: 1/29/18
Address: 160 Cypress Point Parkway, Suite C214	Bid #: RFQ-PW-U-14-05
City, State & Zip: Palm Coast, FL 32164	Project: Equip Well SW-43R and Raw Water Main Council Approval Date: 3/18/14

Email Invoices to:

AP@Palmcoastgov.com

Total Cost: \$ 110,480.00

ATTACHMENTS TO THIS WORK ORDER:

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

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

METHOD OF COMPENSATION:

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

Fixed Fee Basis
Not To Exceed
Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by April 30, 2018. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

(THIS SECTION TO BE COMPLETED BY THE CITY)

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

VENDOR APPROVAL

Officer with Corporate Signatory Authority _____ Date: _____

Printed Name _____ Title _____

WITNESS:

Signature _____ Printed Name _____

CITY OF PALM COAST APPROVAL

Authorized Signatory: _____ Date: _____
ASED DIRECTOR OR DESIGNEE

**CITY OF PALM COAST
EQUIP WELL SW-43R AND RAW WATER MAIN**

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

I. INTRODUCTION

The City of Palm Coast Utility Department desires to make improvements to the existing raw water supply system within the northern section of the City. SW-43 will be abandoned and replaced with a new well. Connect Consulting has been tasked with drilling the replacement well. The new well will be located on Matanzas Woods Parkway, east of U.S. Highway 1 and directly across the street from the Matanzas Woods Master Pump Station.

II. OBJECTIVE

The objective of this proposal is to provide engineering services for the design, permitting, bidding, and construction services in order to equip SW-43R.

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

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

III. SCOPE OF WORK

The CONSULTANT shall provide design, permitting, bidding, and construction services during construction to Equip Well SW-43R and Raw Water Main. A detailed listing of the Scope of Services is listed below.

Task 1: Project Kickoff and Data Collection

- CONSULTANT shall develop project documents that will include project setup, project schedule, hard and electronic filing systems, and conduct internal kickoff meeting with the design team. Management of the project will also be included with this task.
- CONSULTANT shall conduct a Project Kickoff Meeting with the CITY staff to discuss the overall project scope, approach, and schedule. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the kickoff meeting. Key team members will be identified and procedures for communication and data

collection will be established. Meeting minutes will be prepared by CONSULTANT and distributed to meeting attendees.

- CONSULTANT shall work with the CITY to coordinate gathering any existing drawings or other data that is pertinent to the design of the Project.

Task 2: Design Services

- CONSULTANT shall perform a specific boundary, topographic and tree survey for the specified SW-43R well site.
- CONSULTANT shall perform a topographic route survey of the new raw water main from the well site to U.S. Highway 1, within the right-of-way of Matanzas Woods Parkway.
- CONSULTANT shall perform a survey that will establish the limits of fencing at the well site.
- CONSULTANT shall conduct a computer analysis of the proposed and existing raw water manifold in order to determine pumping head and flow for the proposed well. All well sites that connect to the common manifold will be input into the analysis.
- CONSULTANT shall prepare the Project Manual to incorporate the latest front end documents and technical sections.
- CONSULTANT shall prepare 60%, 90% and 100% design drawings and will review the 60% and 90% Drawings with CITY staff. Comments and input from staff will be incorporated into the Contract Documents.
- CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost for the project. This information shall be presented to CITY staff for review at the 60%, 90%, and 100% design review stages.
- CONSULTANT shall include the services of a Geotechnical firm in order to perform soil testing along the proposed route of the new raw water main.
- CONSULTANT shall include the services of an Environmental Subconsultant to perform a wetlands and a preliminary wildlife evaluation. The area will be observed on transects of convenience to document cover types and document readily-observable wildlife in an effort to identify if protected species are present. A plant survey is not included in this Scope of Services.

- CONSULTANT shall provide electronic files of the Drawings and Project Manual to the CITY that is suitable for placement on the CITY'S website for bidders and suppliers.

Task 3: Prepare Permit Applications

- CONSULTANT shall prepare and submit well site plans to the CITY for comments from the Technical Review Committee.
- CONSULTANT shall prepare and submit a construction permit application to the Florida Department of Environmental Protection (FDEP). Response to one (1) Request for Additional Information (RAI) will be included in the proposal.
- All permit fees will be paid by the CITY.
- Task Nos. 1, 2 and 3 must be completed and submitted to the Utility Director within 90 days of the issuance of Notice to Proceed or Purchase Order.

Task 4: Negotiation and Bidding Services

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

Task 5: Post Design Construction Services

- CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
- For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of 180 (one hundred eighty) days, or 150 (one hundred fifty) days from the date of the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in

accordance with the proposed construction contract between the CITY and the Contractor.

- CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, layout personnel and construction quality control testing personnel. CONSULTANT will also review and monitor Contractor's construction schedule and advise the City of any anticipated project delays and/or early completion indicated through such review and through construction progress observation. For scope purposes, progress meetings will be held on a bi-weekly basis.
- CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents.
- CONSULTANT shall provide four (4) signed and sealed set of plans and one (1) electronic copy to the Contractor for submittal to the CITY's Technical Review Committee of the Planning Department. CONSULTANT will not be required to submit utilization plans direct to the City Engineering Department.
- CONSULTANT shall provide three (3) signed and sealed set and one (1) electronic copy of plans to the Contractor for City Building Permit requirements. Contractor to submit to the City Building Department.
- CONSULTANT shall retain the services of a Geotechnical firm in order to perform soil density testing of the backfill along the route of the raw water main.
- CONSULTANT shall retain the services of a Geotechnical firm in order to perform compressive tests on concrete cylinders taken for the well pier and the concrete driveway at the well site.
- CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.

- Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment, supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents.
- CONSULTANT shall make periodic visits to the work site to observe the progress and report to the CITY as to the amount of work completed, the overall quality of executed work, and observed impediments to the successful contract completion. CONSULTANT shall not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed work; CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto. CONSULTANT's efforts will be directed toward providing assurance to the CITY that the completed project will substantially conform to the contract, plans, and specifications, but CONSULTANT shall not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.
- CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.
- CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.

- CONSULTANT shall review Contractor provided record drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. CONSULTANT shall coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list preparation. CONSULTANT shall also prepare and furnish to the CITY one (1) set of signed and sealed Record Drawings and one electronic copy (AutoCAD format) of the record drawings showing those changes made during the construction based on the data noted above. CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the work, and submit statements in accordance with the Contract Documents, regulatory agencies, and CITY requirements.
- CONSULTANT shall provide certification of the project to FDEP.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.
- CONSULTANT, through its survey subconsultant, shall establish construction control points on the drawings for the Contractor's use during construction. CONSULTANT is not responsible for laying out the Contractor's work.
- This proposal includes sub consultant services for geotechnical testing (construction quality control); surveying, and environmental services. CONSULTANT shall coordinate with all the subconsultants during construction.
- No other subconsultant services are included.

IV. **FEES AND BILLING**

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the City of Palm Coast. Expenses for sub-consultants, printing, travel, telephone and all other related changes have been estimated and included in the above not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed \$110,480.00. A Fee Matrix showing the estimated hours and the rates is attached for your review.

FEE MATRIX
CITY OF PALM COAST
OCTOBER 2017
EQUIP WELL SW-43R AND RAW WATER MAIN
PROPOSAL FOR DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION SERVICES

STAFF CLASSIFICATION		Senior Project Manager		Senior Electrical Engineer		Senior Project Engineer		Project Engineer		CAD Designer II		Administrative Assistant		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE: HOURS	\$180 TOTAL	RATE: HOURS	\$170 TOTAL	RATE: HOURS	\$155 TOTAL	RATE: HOURS	\$135 TOTAL	RATE: HOURS	\$100 TOTAL	RATE: HOURS	\$60 TOTAL		
1	PROJECT KICKOFF & DATA COLLECTION														
1.1	In-House Project Management/Internal Kick-Off Meeting	2	\$360	2	\$340	6	\$930	2	\$270	2	\$200	20	\$1,200		
1.2	Kickoff Meeting with the City Staff					3	\$465					2	\$120		
1.3	Coordinate Data Collection					2	\$310								
TASK 1 SUBTOTAL			\$360		\$340		\$1,705		\$270		\$200		\$1,320		\$4,195
2	DESIGN SERVICES														
2.1	Topographic Survey for Raw Water Main and Well Site					2	\$310							\$2,355	
2.2	Hydraulic Flow Analysis					4	\$620	30	\$4,050						
2.3	Prepare Project Manual			4	\$680	12	\$1,860					16	\$960		
2.4	Civil/Mechanical Design					60	\$9,300			280	\$28,000				
2.5	Electrical/Instrumentation & Control Design			28	\$4,760					4	\$400				
2.6	30%, 60% and 90% Review Meetings with City Staff/Update Project			2	\$340	16	\$2,480								
2.7	Prepare an Opinion of Probable Cost at 60%, 90%, and 100% Design			6	\$1,020	12	\$1,860					6	\$360		
2.8	Geotechnical Services													\$1,650	
2.9	Environmental Services (Wetlands/Gopher Tortoise)													\$1,875	
2.10	Quality Assurance/Quality Control	32	\$5,760												
2.11	Provide Electronic Files to City									2	\$200	2	\$120		
TASK 2 SUBTOTAL			\$5,760		\$6,800		\$16,430		\$4,050		\$28,600		\$1,440		\$63,080
3	PREPARE PERMIT APPLICATIONS														
3.1	Technical Review Committee Submittals									2	\$200	2	\$120		
3.2	Submit FDEP Permit Application			1	\$170	4	\$620					2	\$120		
3.3	Provide Responses to FDEP RATs			1	\$170	4	\$620			2	\$200	2	\$120		
TASK 3 SUBTOTAL					\$340		\$1,240				\$400		\$360		\$2,340
4	NEGOTIATION AND BIDDING														
4.1	Pre-Bid Meeting					4	\$620					2	\$120		
4.2	Prepare/Distribute Addenda			2	\$340	6	\$930			6	\$600	4	\$240		
4.3	Bid Opening Meeting					2	\$310					2	\$120		
4.4	Prepare Bid Tabulation and Recommendation of Award Letter					2	\$310					4	\$240		
TASK 4 SUBTOTAL					\$340		\$2,170				\$600		\$720		\$3,830
5	POST-DESIGN CONSTRUCTION SERVICES														
5.1	Attend Pre-Construction and Project Meetings					40	\$6,200					12	\$720		
5.2	Review Shop Drawings and Other Submittals			6	\$1,020	8	\$1,240					4	\$240		
5.3	Provide Four (4) Sets of Signed & Sealed Drawings for City TRC Review			2	\$340	1	\$155			2	\$200	2	\$120		
5.4	Provide Three (3) Sets of Signed & Sealed Drawings for City Building Permit					1	\$155			2	\$200	2	\$120		
5.5	Assist City with Change Order Preparation					6	\$930			4	\$400	2	\$120		
5.6	Review Pay Request Applications					8	\$1,240					2	\$120		
5.7	Perform Site Visits					60	\$9,300							\$1,000	
5.8	Attend Substantial and Final Observations of Work					6	\$930					6	\$360	\$200	
5.9	Review As-Built Drawings			2	\$340	4	\$620								
5.10	Prepare Record Drawings					2	\$310			16	\$1,600				
5.11	Provide Project Certification			1	\$170	2	\$310					2	\$120		
5.12	Geotechnical Services					1	\$155							\$2,220	
TASK 5 SUBTOTAL					\$1,870		\$21,545				\$2,400		\$1,920		\$27,735
Subtotal		34	\$6,120	57	\$9,690	278	\$43,090	32	\$4,320	322	\$32,200	96	\$5,760	\$9,300	\$9,300
TOTAL TASK NOS. 1 - 5 + DIRECT EXPENSES															\$110,480

WORK ORDERS TERMS AND CONDITIONS

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

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

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



City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department	Community Development	Amount	\$95,870.00
Item Key		Account	#54029082-063000-85003
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH MCKIM & CREED, INC., FOR ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE PUMP STATION "D" IMPROVEMENTS PROJECT		
Background : <u>Update for the February 20, 2018 Business Meeting</u> This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item.			
<u>Original Background</u> The City of Palm Cost is planning to upgrade the existing sanitary sewer pump station located at 311 Palm Coast Parkway NE. The pump station is referred to by the City's Utilities as Pump Station "D". The pump station has been in service since 1980 and is in need of upgrades in order to better meet current service demands, accommodate wastewater flows from future development and eliminate sewage overflow caused by stormwater flooding and power outages. The primary improvements to the pump station will include: larger pumps, new plumbing, new top slab and hatches, upgraded power supply, new control panels and installation of a permanent standby generator. Staff negotiated a scope of services with McKim and Creed, a continuing contract consultant for the City, to provide: engineering design, permitting, bidding and construction administration services, for a not to exceed fee in the amount of \$95,870.00. Funds for this project are available in the current Utility Capital budget. Staff recommends retaining McKim and Creed for design and construction engineering services for the Pump Station "D" Improvements project.			
SOURCE OF FUNDS WORKSHEET FY 2017-2018			
Utility Capital Project- 54029082-063000-85003			\$2,130,000.00
Total Expenses/Encumbered to date			\$28,314.59
Pending Work Orders/Contracts			<u>\$95,870.00</u>
Balance			\$2,005,815.41
Recommended Action : Adopt Resolution 2018-XX approving a Work Order with McKim & Creed, Inc. for engineering design and construction services for the Pump Station "D" Improvements Project.			

RESOLUTION 2018-_____
WORK ORDER WITH MCKIM & CREED, INC.,
ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR THE PUMP
STATION “D” IMPROVEMENTS PROJECT.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A WORK ORDER ISSUED TO MCKIM & CREED FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR PUMP STATION “D” IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Palm Coast desires to issue a work order under said contract to McKim & Creed for the above referenced engineering design and construction services for the pump station “D” improvements project.

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

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

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of February 2018

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

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

Approved as to form and legality

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



WORK ORDER
City of Palm Coast (Buyer)
Purchase Order #: _____

Supplier Name: McKim & Creed, Inc.	Date: 2/2/2018
Address: 139 Executive Circle, Suite 201	Bid #: RFQ-PW-U-14-05
City, State & Zip: Daytona Beach, FL 32114	Project: Pump Station "D" Improvements Council Approval Date: 3/18/14

TOTAL COST: \$95,870.00 _____

ATTACHMENTS TO THIS WORK ORDER:

- ☒ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☐ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
- ☒ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of SUPPLIER to provide services to CITY shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by 7/15/2018. Failure to meet the completion date may be grounds for termination of this WO and the underlying Master Services Agreement (MSA) for default. Time is of the essence.

INCORPORATION BY REFERENCE; CONFLICT. The provisions of the MSA are hereby expressly incorporated by reference into and made a part of this WO. In the event of a conflict between the terms and conditions of the MSA and this WO, the terms of the MSA shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this WO and any attachments, the terms of this WO shall govern unless otherwise agreed to in writing by all parties.

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

SUPPLIER APPROVAL

By: _____
Printed Name _____

Date: _____
Title _____

CITY OF PALM COAST APPROVAL

By: _____
ASED DIRECTOR OR DESIGNEE

Date: _____

Project Mgr. Initials: _____

**CITY OF PALM COAST
PUMP STATION "D" IMPROVEMENTS**

SCOPE OF SERVICES

I. INTRODUCTION

The City of Palm Coast Utility Department desires to make improvements to one of its sewage pump stations located along Palm Coast Parkway east of Clubhouse Drive. Currently, additional development within the service area of Pump Station "D" has caused the facility to experience excessive run times. This project will be focused on installing larger pumps, new control panel and electrical gear, upgrade from 240V to 480V and incorporate a permanent standby generator. Additional improvements include new/larger riser and discharge pipes; new valves; new top slab with new hatch and safety gate; remove top slab of valve pit; remove existing piping, fill valve pit with flowable fill and move valve pit piping to above grade.

II. OBJECTIVE

The objective of this proposal is to develop design plans, permitting, bidding and construction services to upgrade and increase capacity of the existing Pump Station "D".

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

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

III. SCOPE OF WORK

The CONSULTANT shall develop design plans and provide permitting, bidding and construction services during construction for the Pump Station "D" Improvements. A detailed listing of the Scope of Services is listed below.

Task 1: Project Kickoff and Data Collection

- CONSULTANT shall develop project documents that will include project setup, project schedule, hard and electronic filing systems, and conduct internal kickoff meeting with the design team. Management of the project will also be included with this task.
- CONSULTANT shall conduct a Project Kickoff Meeting with the CITY staff to discuss the overall project scope, approach, and schedule. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the kickoff meeting. Key team members will be identified and procedures for communication and data

collection will be established. Meeting minutes will be prepared by CONSULTANT and distributed to meeting attendees.

- CONSULTANT shall work with the CITY to coordinate gathering any existing drawings or other data that is pertinent to the design of the Project.

Task 2: Design Services

- CONSULTANT shall perform a specific boundary, topographic and tree survey of the Pump Station "D" site.
- CONSULTANT shall prepare the Project Manual to incorporate the latest front end documents and technical sections.
- CONSULTANT shall prepare 60%, 90% and 100% design drawings and will review the 60% and 90% Drawings with CITY staff. Comments and input from staff will be incorporated into the Contract Documents.
- CONSULTANT shall prepare an Engineer's Opinion of Probable Construction Cost for the project. This information shall be presented to CITY staff for review at the 60%, 90%, and 100% design review stages.
- CONSULTANT shall provide electronic files of the Drawings and Project Manual to the CITY that is suitable for placement on the CITY'S website for bidders and suppliers.

Task 3: Prepare Permit Applications

- CONSULTANT shall prepare and submit a construction permit application to the Florida Department of Environmental Protection (FDEP). Response to one (1) Request for Additional Information (RAI) will be included in the proposal.
- All permit fees will be paid by the CITY.
- Task Nos. 1, 2 and 3 must be completed and submitted to the Utility Director within 105 days of the issuance of Notice to Proceed or Purchase Order.

Task 4: Negotiation and Bidding Services

- CONSULTANT shall prepare and distribute the contract documents for the pump station upgrade and assist the CITY'S staff in bidding the construction of the project.
- CONSULTANT shall schedule a pre-bid meeting to discuss the Project with prospective Contractors and answer questions they may have about the Project. CONSULTANT shall prepare and distribute any necessary clarifications or addenda during the bidding phase to all prospective bidders.

- CONSULTANT shall attend the bid opening, review and evaluate the bids for this Project, prepare a Bid Tabulation, and provide a Letter of Recommendation of Award.

Task 5: Post Design Construction Services

- CONSULTANT shall advise and consult with the CITY for post design and construction activities. CONSULTANT will act as the CITY's representative as provided in the General Conditions of the Contract Documents concerning construction administrative matters as hereinafter described.
- For the purposes of this Scope of Services, it is assumed construction phase services will occur over a period of 150 (one hundred fifty) days, or 120 (one hundred twenty) days from the date of the Notice to Proceed to Substantial Completion and 30 days from Substantial Completion to Final Completion, in accordance with the proposed construction contract between the CITY and the Contractor.
- CONSULTANT shall attend and represent the CITY at preconstruction, progress, and project closeout meetings with the Contractor, surveyors, layout personnel and construction quality control testing personnel. CONSULTANT will also review and monitor Contractor's construction schedule and advise the City of any anticipated project delays and/or early completion indicated through such review and through construction progress observation.
- CONSULTANT shall check and review shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents.
- CONSULTANT shall provide one (1) signed and sealed set of plans and one (1) electronic copy to the Contractor for submittal to the CITY's Technical Review Committee of the Planning Department. CONSULTANT will not be required to submit utilization plans direct to the City Engineering Department.
- CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). CONSULTANT shall act as interpreter of the terms and conditions of the Contract Documents and judge of the performance hereunder by the CITY and the Contractor and make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; however, CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.
- Based on CONSULTANT's on-site observations as an experienced and qualified design professional and review of the Contractor's applications for payment,

supporting data, and information received from the CITY, CONSULTANT shall determine the amounts owing to the Contractor and recommend approval in writing of payments to the Contractor in such amounts. Such recommendations shall constitute representations to the CITY, that are expressions of CONSULTANT's opinion, based on such observations and review, that the work has substantially progressed to the point indicated and that, to the best of CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents.

- CONSULTANT shall make periodic visits to the work site to observe the progress and report to the CITY as to the amount of work completed, the overall quality of executed work, and observed impediments to the successful contract completion. CONSULTANT shall not be required to make exhaustive or continuous on-site observations as to the quality or quantity of completed work; CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions incidental thereto. CONSULTANT's efforts will be directed toward providing assurance to the CITY that the completed project will substantially conform to the contract, plans, and specifications, but CONSULTANT shall not be responsible for the Contractor's failure to perform the construction work in accordance with said documents. Based on on-site observation as an experienced and qualified design professional, CONSULTANT will keep the CITY informed as to the progress of the work, will endeavor to guard the CITY against defects and discrepancies and shall coordinate with the CITY and the Contractor as to disapproving or rejecting work which fails to meet the project plans, specifications or other Contract Documents.
- CONSULTANT shall not provide a record of the Contractor's activities throughout the construction, nor notations on the nature and cost of any extra work or changes ordered during construction. CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, CONSULTANT shall rely on the CITY to provide information based on inspections conducted by the CITY.
- CONSULTANT shall, in conjunction with other CITY representatives, conduct punch list and final observations of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other Contract Documents. These observations shall form the basis for CONSULTANT's review and recommendation for payment on the Contractor's final pay request.
- CONSULTANT shall review Contractor provided record drawings/surveys and other as-built data for installed facilities and bring any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. CONSULTANT shall coordinate with the Contractor regarding provision of the construction record drawings prior to final on-site inspections and punch list

preparation. CONSULTANT shall also prepare and furnish to the CITY one (1) set of signed and sealed Record Drawings and one electronic copy (AutoCAD format) of the record drawings showing those changes made during the construction based on the data noted above. CONSULTANT will prepare statements of completion (qualified if necessary) certifying completion of the work, and submit statements in accordance with the Contract Documents, regulatory agencies, and CITY requirements.

- CONSULTANT shall provide certification of the project to FDEP.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the construction contract, or of others.
- CONSULTANT, through its survey subconsultant, shall establish construction control points on the drawings for the Contractor's use during construction. CONSULTANT is not responsible for laying out the Contractor's work.
- This proposal includes sub consultant services for surveying. CONSULTANT shall coordinate with all the subconsultants during construction.
- No other subconsultant services are included.

IV. FEES AND BILLING

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the base contract between CONSULTANT and the City of Palm Coast. Expenses for sub-consultants, printing, travel, telephone and all other related changes have been estimated and included in the above not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed \$95,870.00. A Fee Matrix showing the estimated hours and the rates is attached for your review.

FEE MATRIX
CITY OF PALM COAST
JANUARY 2018
PUMP STATION "D" IMPROVEMENTS
PROPOSAL FOR DESIGN, PERMITTING, BIDDING, AND CONSTRUCTION SERVICES

STAFF CLASSIFICATION		Senior Project Manager		Senior Project Engineer		CAD Designer II		Administrative Assistant		Subconsultant Services (Electrical)	Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	\$180	RATE:	\$155	RATE:	\$100	RATE:	\$60			
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL			
1	PROJECT KICKOFF & DATA COLLECTION											
1.1	In-House Project Management/Internal Kick-Off Meeting	4	\$720	16	\$2,480	2	\$200	16	\$960			
1.2	Kickoff Meeting with the City Staff			4	\$620	4	\$400	4	\$240			
1.3	Coordinate Data Collection			2	\$310					\$2,270		
TASK 1 SUBTOTAL			\$720		\$3,410		\$600		\$1,200	\$2,270		\$5,930
2	DESIGN SERVICES											
2.1	Topographic Survey for Pump Station "D" (ATS Land Surveying)			2	\$310						\$1,995	
2.2	Prepare Project Manual			12	\$1,860			24	\$1,440			
2.3	Civil Design			42	\$6,510	160	\$16,000	6	\$360			
2.4	Electrical Design			8	\$1,240					\$10,720		
2.5	30%, 60% and 90% Review Meetings with City Staff/Update Project			16	\$2,480							
2.6	Prepare an Opinion of Probable Cost at 60%, 90%, and 100% Design			16	\$2,480			6	\$360			
2.7	Quality Assurance/Quality Control	20	\$3,600									
2.8	Provide Electronic Files to City					2	\$200	2	\$120			
TASK 2 SUBTOTAL			\$3,600		\$14,880		\$16,200		\$2,280	\$10,720		\$36,960
3	PREPARE PERMIT APPLICATIONS											
3.1	Technical Review Committee Submittals					2	\$200	2	\$120			
3.2	Submit FDEP Permit Application			4	\$620	2	\$200	2	\$120			
3.3	Provide Responses to FDEP RAI's			4	\$620	4	\$400	2	\$120			
TASK 3 SUBTOTAL					\$1,240		\$800		\$360			\$2,400
4	NEGOTIATION AND BIDDING											
4.1	Pre-Bid Meeting			4	\$620			2	\$120			
4.2	Prepare/Distribute Addenda			6	\$930	6	\$600	4	\$240			
4.3	Bid Opening Meeting			2	\$310			2	\$120			
4.4	Prepare Bid Tabulation and Recommendation of Award Letter			2	\$310			4	\$240			
TASK 4 SUBTOTAL					\$2,170		\$600		\$720			\$3,490
5	POST-DESIGN CONSTRUCTION SERVICES											
5.1	Attend Pre-Construction and Project Meetings			40	\$6,200			12	\$720			
5.2	Review Shop Drawings and Other Submittals			6	\$930			4	\$240	\$2,500		
5.3	Provide Four (4) Sets of Signed & Sealed Drawings for City TRC Review					2	\$200	2	\$120			
5.4	Assist City with Change Order Preparation			4	\$620			2	\$120			
5.5	Review Pay Request Applications			6	\$930			2	\$120			
5.6	Perform Site Visits			64	\$9,920					\$1,500	\$1,000	
5.7	Attend Substantial and Final Observations of Work			8	\$1,240			6	\$360	\$1,000	\$200	
5.8	Review As-Built Drawings			4	\$620							
5.9	Prepare Record Drawings			2	\$310	16	\$1,600			\$1,000		
5.10	Provide Project Certification			2	\$310			2	\$120	\$225		
TASK 5 SUBTOTAL					\$21,080		\$1,800		\$1,800	\$6,225		\$24,680
Subtotal		24	\$4,320	276	\$42,780	200	\$20,000	106	\$6,360	\$19,215	\$3,195	\$73,460
TOTAL TASK NOS. 1 - 5 + SUBCONSULTANT SERVICES + DIRECT EXPENSES												\$95,870

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department Item Key	Community Development	Amount Account	\$75,400 #21055011-063000-54510
Subject	RESOLUTION 2018-XX APPROVING AN EASEMENT WITH THE AQUA INVESTMENT, CO. OF PALM COAST FOR THE OLD KINGS ROAD WIDENING PROJECT		
Background: <u>Update for the February 20, 2018 Business Meeting</u> This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item.			
<u>Original Background</u> Previously, City Council approved a Local Agency Program Agreement with the Florida Department of Transportation to fund the right-of-way acquisition phase for the Old Kings Road Widening Project. As right-of-way and easements are negotiated with property owners, City staff will bring those forward for City Council consideration.			
The Aqua Investment, Co of Palm Coast accepted the City’s initial appraised offer of \$75,400 for obtaining an easement for approximately 13,828 square feet of property fronting OKR. Acquisition of this easement is necessary for the planned widening of the existing pavement to accommodate drainage improvements and driveway connection. City staff recommends approval of this purchase to help facilitate the construction of the proposed improvements.			
SOURCE OF FUNDS WORKSHEET FY 2018			
Street Improvement Fund, Old Kings Road North Widening			
21055011-063000-54510			\$1,000,000.00
Total Expenses/Encumbered to date			\$ 3,100.00
Pending Work Orders/Contracts			\$ 0.00
Pending Work Orders/Contracts			<u>\$ 75,400.00</u>
Balance			\$ 921,150.00
Recommended Action : Adopt Resolution 2018-XX approving an easement with the Aqua Investment, Co. Of Palm Coast for the Old Kings Road widening project.			

RESOLUTION 2018-____
EASEMENT WITH AQUA INVESTMENT COMPANY OF
PALM COAST

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

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

WHEREAS, the City desires to obtain an easement from the Aqua Investment Company of Palm Coast for the Old Kings Road Widening Project; and

WHEREAS, the Aqua Investment Company of Palm Coast has agreed for the City to obtain an easement for the Old Kings Road Widening Project.

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

SECTION 1. APPROVAL OF THE EASEMENT. The City Council hereby approves the terms and conditions of the easement from the Aqua Investment Company of Palm Coast, 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 20th of February 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

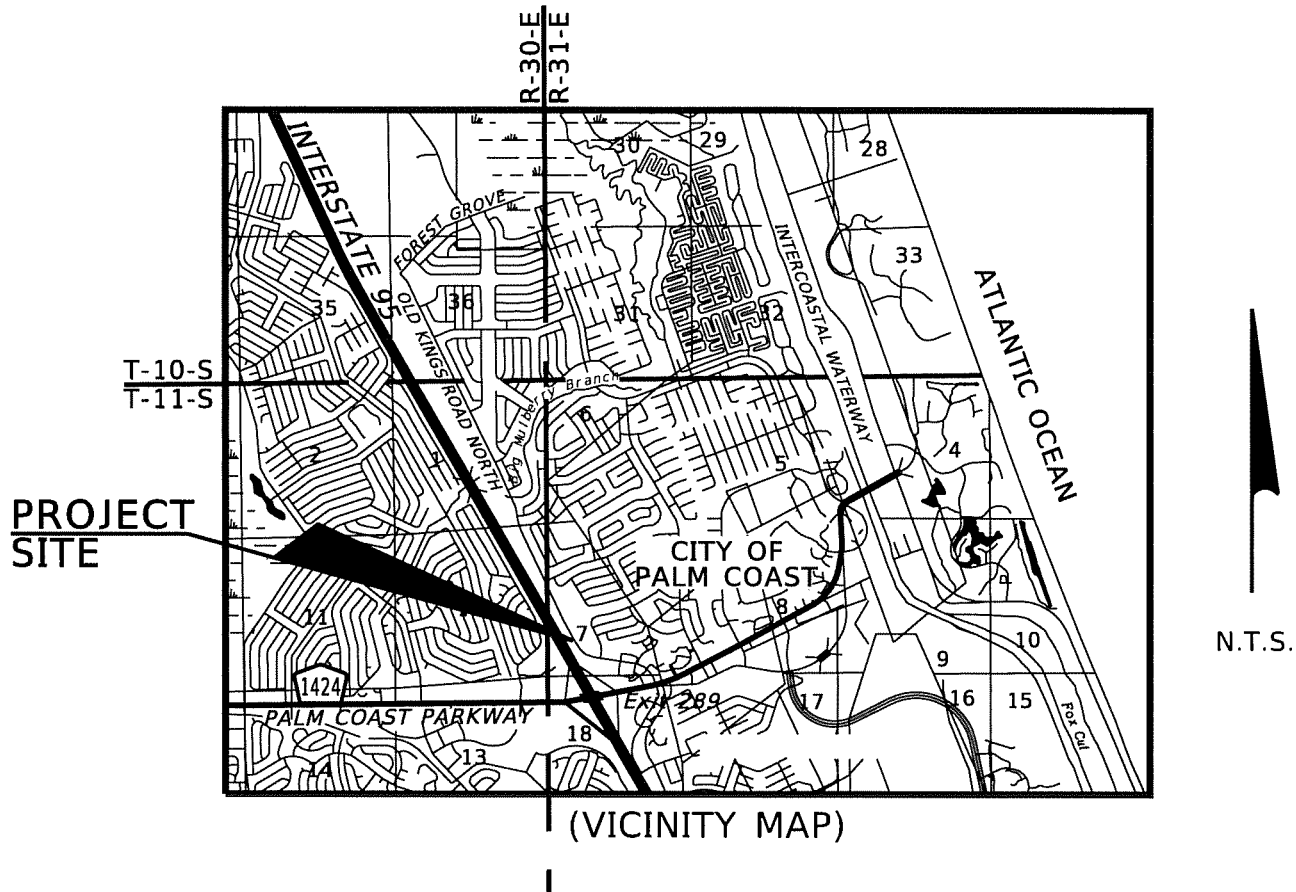
VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Easement Aqua

Approved as to form and legality

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

SKETCH AND DESCRIPTION OLD KINGS ROAD NORTH SECTION 7 TOWNSHIP 11 SOUTH, RANGE 31 EAST PARCEL 734



1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED TEMPORARY CONSTRUCTION EASEMENT.
3. THIS SKETCH IS BASED ON A SPECIFIC PURPOSE SURVEY BY DRMP, INC. DATED APRIL, 2017, PREPARED FOR THE CITY OF PALM COAST. THAT SURVEY IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011). THE COORDINATES WERE ESTABLISHED BY REAL TIME NETWORK OBSERVATIONS UTILIZING THE TRIMBLE VSR NOW NETWORK.
4. THE BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY DESCRIBED ABOVE IN NOTE 3. A BEARING OF N 81°27'31" W ALONG THE MONUMENTED BASELINE OF OLD KINGS ROAD NORTH, BETWEEN P.T. STATION 111+46.72 AND P.C. STATION 125+85.62 AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, EAST ZONE, (NAD83-2011).
5. SEE SHEET 2 OF 6 FOR LEGEND; SEE SHEET 5 OF 6 FOR DESCRIPTION AND SEE SHEET 6 OF 6 FOR SURVEYOR'S CERTIFICATION.

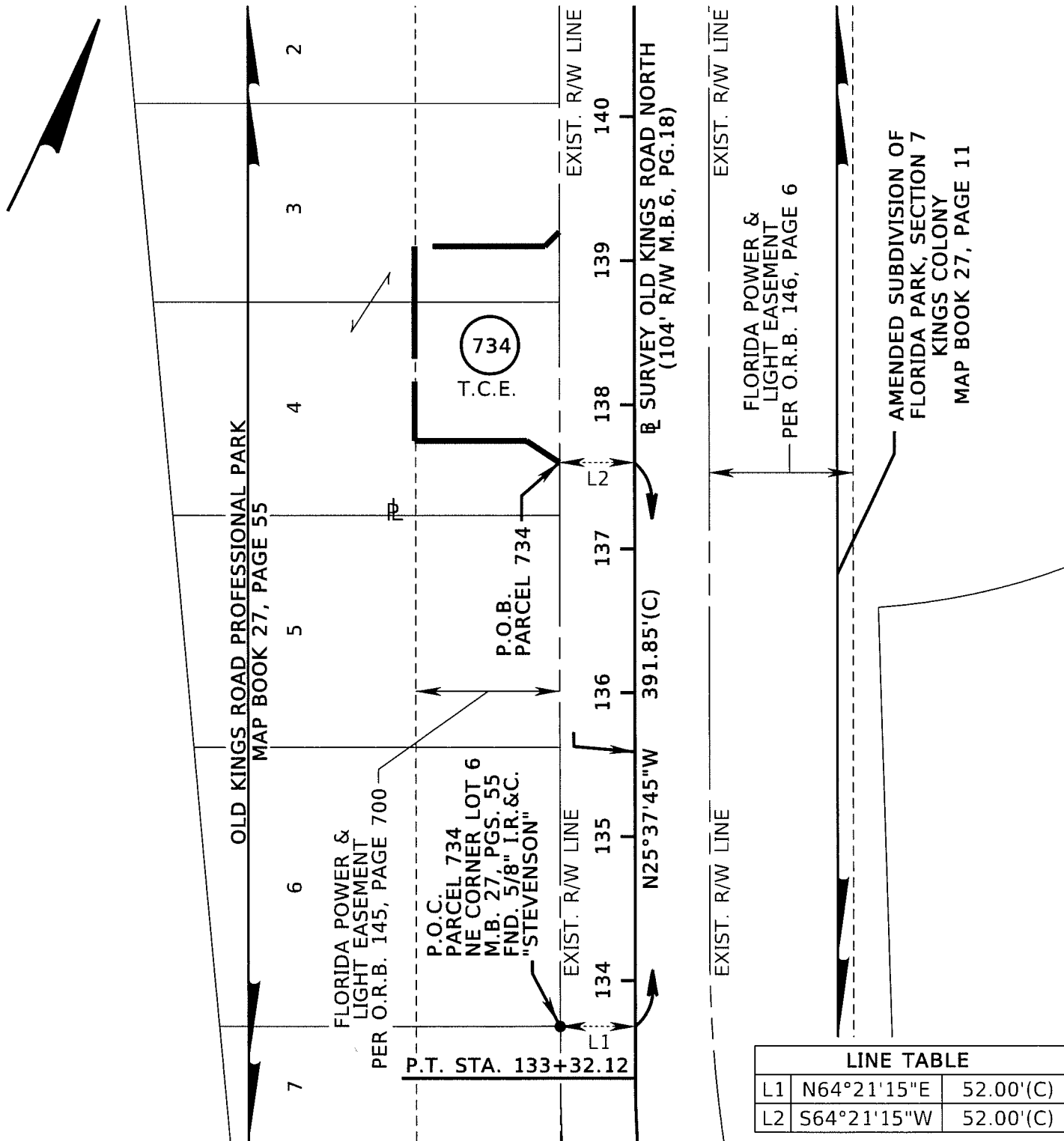
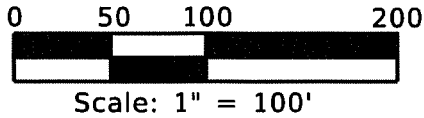
			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 734			FLAGLER COUNTY
			BY	DATE	PREPARED BY DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE 13-0282 000
			DRAWN	K.SCHMISEK	06-26-17	SCALE: N/A
			CHECKED	C.FAUST	06-26-17	DRMP JOB NO. 13-0282.000
						SECTION N/A
						SHEET 1 OF 6
REVISION	BY	DATE				

LEGEND

ALUM. = ALUMINUM
 A.P. = ASPHALT PAVEMENT
 & = AND
 B. = BASELINE
 (C) = CALCULATED
 C1 = CURVE DATA
 C.B. = CHORD BEARING
 C.D. = CHORD DISTANCE
 C.L.F. = CHAIN LINK FENCE
 C.M. = CONCRETE MONUMENT
 CONC. = CONCRETE
 COR. = CORNER
 C.C.R. = CERTIFIED CORNER RECORD
 C.R. = COUNTY ROAD
 Δ = DELTA
 E: = EASTING
 E.O.P. = EDGE OF PAVEMENT
 EXIST. = EXISTING
 (F) = FIELD DATA
 F.P. = FINANCIAL PROJECT
 FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
 FKA = FORMERLY KNOWN AS
 FND. = FOUND
 GOV. = GOVERNMENT
 INC. = INCORPORATED
 ID. = IDENTIFICATION
 I.R.&C. = IRON ROD & CAP
 L.B. = LICENSED (SURVEY) BUSINESS
 L.A. = LIMITED ACCESS
 L = ARC DISTANCE
 LT. = LEFT
 M.B. = MAP BOOK
 N: = NORTHING

N.A.D. = NORTH AMERICAN DATUM
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 O.R. = OFFICIAL RECORD
 O.R.B. = OFFICIAL RECORD BOOK
 (P) = PLAT
 P.B. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 P.E. = PERPETUAL EASEMENT
 PG. = PAGE
 PGS. = PAGES
 P.K. = "PARKER-KALON" BRAND
 P. = PROPERTY LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 P.T. = POINT OF TANGENCY
 R = RANGE/RADIUS
 R/W = RIGHT OF WAY
 ROW = RIGHT OF WAY
 RT. = RIGHT
 SJRWMD = ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
 SEC. = SECTION
 S.R. = STATE ROAD
 STA. = STATION
 T = TOWNSHIP
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 T.I.I.T.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
 W/ = WITH

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 734			FLAGLER COUNTY
			BY	DATE	PREPARED BY: DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	K.SCHMISEK	06-26-17	SCALE: N/A
REVISION	BY	DATE	CHECKED	C.FAUST	06-26-17	DRMP JOB NO. 13-0282.000 SECTION N/A SHEET 2 OF 6



LINE TABLE		
L1	N64°21'15"E	52.00'(C)
L2	S64°21'15"W	52.00'(C)

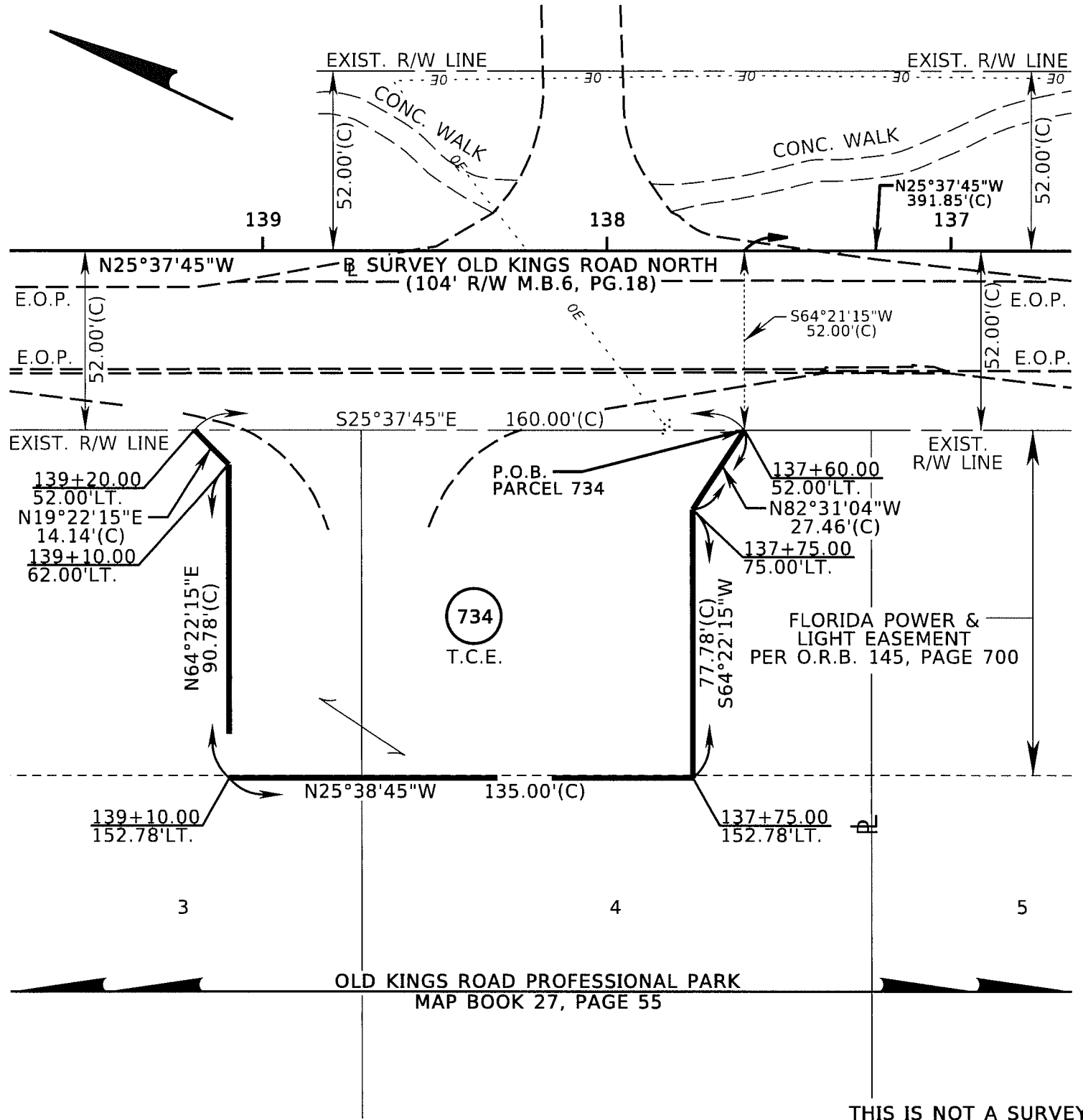
THIS IS NOT A SURVEY

			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A SURVEY				
			OLD KINGS ROAD NORTH - PARCEL 734				
				BY	DATE	PREPARED BY: DRMP INC 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648	DATA SOURCE: 13-0282.000
			DRAWN	KAS	06-26-17		SCALE: 1" = 100'
REVISION	BY	DATE	CHECKED	CWF	06-26-17	DRMP JOB NO. 13-0282.000	
						SECTION N/A	SHEET 3 OF 6

0 20 40 80



Scale: 1" = 40'



THIS IS NOT A SURVEY

			CITY OF PALM COAST, FLORIDA			
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY			
			OLD KINGS ROAD NORTH - PARCEL 734			
			BY	DATE	PREPARED BY DRMP INC 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648	DATA SOURCE 13-0282.000
			DRAWN	KAS	06-26-17	SCALE: 1" = 40'
			CHECKED	CWF	06-26-17	DRMP JOB NO. 13-0282.000
						SECTION N/A
						SHEET 4 OF 6
REVISION	BY	DATE				

Parcel 734
Temporary Easement
Old Kings Road North
Palm Coast, Florida

A Part Of Lots 3 And 4, As Per Old Kings Road Professional Park, As Recorded In Map Book 27, Page 55 Of The Public Records Of Flagler County, Florida, And Being Located In Section 7, Township 11 South, Range 31 East, Flagler County, Florida, Being More Particularly Described As Follows:

Commence At A 5/8" Iron Rod With Cap, "Stevenson", Marking The Northeast Corner Of Lot 6 Of Said Old Kings Road Professional Park, Said Point, Being On The Southerly Existing Right Of Way Line Of Old Kings Road (A 104 Foot Right Of Way) Per Old Kings Road Professional Park, As Recorded In Map Book 27, Page 55 Of The Public Records Of Flagler County, Florida; Thence North 64°21'15" East, A Distance Of 52.00 Feet To A Point On The Baseline Of Survey Of Old Kings Road North, (A 104 Foot Right Of Way, As Per Map Book 6, Page 18, Of The Public Records Of Flagler County, Florida); Thence North 25°37'45" West, Along Said Baseline Of Survey, A Distance Of 391.85 Feet; Thence South 64°21'15" West, A Distance Of 52.00 Feet To A Point On The Aforesaid Southerly Existing Right Of Way Line And Being The **Point Of Beginning**; Thence North 82°31'04" West, A Distance Of 27.46 Feet; Thence South 64°22'15" West, A Distance Of 77.78 Feet; Thence North 25°38'45" West, A Distance Of 135.00 Feet; Thence North 64°22'15" East, A Distance Of 90.78 Feet; Thence North 19°22'15" East, A Distance Of 14.14 Feet To Said Southerly Existing Right Of Way Line Of Old Kings Road; Thence South 25°37'45" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 160.00 Feet To The **Point Of Beginning**.

Containing 13,828 Square Feet, More Or Less.

			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY				
			OLD KINGS ROAD NORTH - PARCEL 734				FLAGLER COUNTY
				BY	DATE	PREPARED BY DRMP, INC 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE 13-0282.000
			DRAWN	K.SCHMISEK	06-26-17	SCALE: N/A	
REVISION	BY	DATE	CHECKED	C.FAUST	06-26-17	DRMP JOB NO. 13-0282.000	SECTION N/A SHEET 5 OF 6

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND ORIGINAL RAISED SEAL.

			CITY OF PALM COAST, FLORIDA				
			SKETCH AND DESCRIPTION - NOT A FIELD SURVEY				
			OLD KINGS ROAD NORTH - PARCEL 734				FLAGLER COUNTY
				BY	DATE	PREPARED BY DRMP, INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 LB#2648	DATA SOURCE 13-0282.000
			DRAWN	K.SCHMISEK	06-26-17	SCALE: N/A	
REVISION	BY	DATE	CHECKED	C.FAUST	06-26-17	DRMP JOB NO. 13-0282.000	SHEET 6 OF 6

City of Palm Coast, Florida

Agenda Item

Agenda Date: 2/20/2018

Department FIRE	Amount \$33,500.00
Item Key	Account# 10014000-034000
Subject RESOLUTION 2018-XX APPROVING PIGGYBACKING THE POLK COUNTY CONTRACT WITH LIFE EXTENSION CLINICS, INC. FOR FIRE EMPLOYEE PHYSICAL EXAMINATIONS	
Background : <u>Update for the February 20, 2018 Business Meeting</u> This item was heard by City Council at their February 13, 2018 Workshop. There were no changes suggested to this item. <u>Original Background:</u> The Fire Department underwent an inspection by the Bureau of Fire Standards and Training in March of 2013, as a result of the workers compensation claims made for previous years. A re-inspection was done in August 2013. One of the deficiencies noted in the inspection was the lack of physical examinations. National Fire Protection Association (NFPA) 1582, which calls for a physical examination for firefighters on an annual basis to include cardiopulmonary assessment, blood and laboratory tests, physical exam, cancer and disease assessment, solid organ ultrasound, fitness programming and medical clearances. The City began offering annual physical examinations through Life Extension Clinics by piggybacking the Polk County Contract with Life Extension Clinics. The previously piggybacked contract has expired and City staff are recommending piggybacking the new Polk County Contract with Life Extension Clinics (Contract RFP #17-601). Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid. Since the underlying contract is an agreement on a per unit price basis, City staff will make purchases on an as needed basis using budgeted funds appropriated by City Council. The Fiscal Year 2018 Budget includes available funding in the City's Fire Department budget to purchase physical examinations. City staff estimate that the City will expend approximately \$33,500 annually under this piggyback contract.	
Recommended Action : Adopt Resolution 2018-XX approving piggybacking the Polk County Contract with Life Extension Clinics, Inc. for fire employee physical examinations.	

RESOLUTION 2018 - ____
PIGGYBACKING POLK COUNTY CONTRACT WITH
LIFE EXTENSION CLINICS, INC.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE POLK COUNTY CONTRACT WITH LIFE EXTENSION CLINICS, INC. DBA LIFE SCAN WELLNESS CENTERS FOR PURCHASE OF COMPREHENSIVE PHYSICAL EXAMS FOR FIRE DEPARTMENT FOR FISCAL YEAR 2018; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Life Extension Clinic, Inc. dba Life Scan Wellness Center has expressed to provide contractual services for comprehensive examinations for the City of Palm Coast Firefighters; to provide and

WHEREAS, the City Council of the City of Palm Coast desires to approve a piggyback contract with Life Extension Clinics, Inc. on Polk County Contract for providing comprehensive physical examinations to the City of Palm Coast Firefighters.

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

SECTION 1. APPROVAL OF PIGGYBACK CONTRACT. The City Council of the City of Palm Coast approves the terms and conditions of the piggyback contract between Life Extension Clinic, Inc. dba Life Scan Wellness Center and Polk County for Annual Firefighter Comprehensive Physical Examinations.

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

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or 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 13th day February 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Engagement Letter

Approved as to form and legality

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



Administrative Services & Economic Development
Central Services Division

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

January 19, 2018

Patricia Johnson
CEO

Life Extension Clinic, Inc. dba Life Scan Wellness Center
1011 North MacDill Avenue
Tampa, FL 33607

**RE: Engagement Letter Authorizing Piggyback
Annual Firefighter Physicals Agreement**

Contract Name
17-601
Contract Reference

Dear Patricia Johnson,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with the approved pricing, terms and conditions. If agreed, please indicate approval by electronically signing below.

All invoices should be sent to the Accounts Payable Department, City of Palm Coast, 160 Lake Avenue, Palm Coast, Florida 32164, or to ap@palmcoastgov.com. Likewise, legal notices should be sent to the attention of the City Manager at the same address.

If you should have any questions, please don't hesitate to contact me the email address below.

Sincerely,

DocuSigned by:
Rose Conceicao
9C4ED497E51242A...
Rose Conceicao
Risk Management & Contract Coordinator
rconceicao@palmcoastgov.com

**Engagement Letter Authorizing Piggyback
Annual Firefighter Physicals Agreement**

	Contract Name
17-601	
	Contract Reference

Life Extension Clinc, Inc. dba Life Scan Wellness Center

CITY OF PALM COAST

Signature

Print Name

Date

DocuSigned by:
Patricia Johnson
BA2EA0AC7754423...

Signature

Patricia Johnson

Print Name

Jan 19, 2018 | 12:21 PM PST

Date

In Progress



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Life Extension Clinc, Inc. dba Life Scan Wellness Center

Project Name: Annual Firefighter Physicals Agreement

Bid/Reference # 17-601

Contract Type: Piggyback

Contract Value \$ 33500.00

Resolution # _____

City Council Approval Date: _____

Standard Contract Template (Y/N): N/A - Piggyback

If No, then Reviewed by City Attorney: N/A - Piggyback

Length of Contract: 09/30/2022

Renewable (Y/N): N

If Yes, # and length of renewals: _____

City's Project Manager Kay Spears

Brief Description/Purpose:

To utilize the pricing on the Polk County contract with Life Extension Clinics, Inc. dba Life Scan Wellness Centers for purchase Comprehensive Physical Exams for City employees.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

ASED Director _____

Date: _____

City Manager _____

Date: _____

#17-079

ANNUAL FIREFIGHTER PHYSICALS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and Life Extension Clinics, Inc. dba Life Scan Wellness Centers, a Florida corporation (the "Vendor"), 1011 N. MacDill Avenue, Tampa, FL 33607, and whose Federal Employer Identification Number is 59-3530228.

WHEREAS, the Vendor has considerable expertise in administering specific test required for annual physicals for firefighters; and

WHEREAS, the County desires to employ the Vendor to provide the necessary materials, equipment and personnel to perform onsite annual firefighter physicals to Polk County Fire Rescue Division; and

WHEREAS, the Vendor remains agreeable to providing the County the Vendor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Vendor hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall commence upon the Effective Date and remain in full force and effect through September 30, 2022, unless otherwise sooner terminated as provided herein.

2.0 Vendor Services

2.1 The County does hereby retain the Vendor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #17-601, to include all attachments and addenda, and (ii) the Vendor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 17-601"), all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Vendor in accordance with the costs identified in Exhibit "B" which is attached hereto and made a part of this Agreement.

3.1.2 At its option the County may choose to engage the Vendor to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Vendor in accordance with the rate schedules stated in the attached Exhibit "B."

3.1.3 All the Vendor's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Vendor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Fire Rescue Division
2470 East Clower Lane
Bartow, Florida 33830
Attention: Fiscal Officer

3.1.5 The Vendor will clearly state "Final Invoice" on the Vendor's final/last billing for the Services rendered to the County. The Vendor's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Vendor hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Vendor's performance of the Service or the County's acceptance of any work.

3.1.7 The Vendor's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

4.0 Vendor's Responsibilities

4.1 The Vendor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Vendor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Vendor's performance or nonperformance of this Agreement. The Vendor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Vendor's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Vendor's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Vendor for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Vendor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Vendor. Upon receipt of such notice, the Vendor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Vendor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Vendor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the 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.

8.0 Assignment

The Vendor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Vendor requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Vendor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Vendor utilizes any professional associates or subcontractors in the delivery of the Services then the Vendor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Vendor shall not relieve the Vendor of its obligations to the County under this Agreement.

10.0 Indemnification of County

Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person,

or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Medical Professional Liability. \$1,000,000 per claim, \$2,000,000 aggregate on a per policy year on claims made basis for bodily injuries, death, and personal injury resulting from any one occurrence. The occurrence date shall be retroactive to the date of the contract. Vendor shall be covered for any errors or omissions they may make in providing Services to firefighters.

12.0 Public Entity Crimes

The Vendor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Vendor.

13.0 Non-Discrimination

The Vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Vendor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Vendor shall designate or appoint one or more Vendor representatives who are authorized to act on behalf of and to bind the Vendor regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Vendor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Vendor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Vendor shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Vendor shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to

members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

**THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF
PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIASON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Vendor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Fire Rescue Division
2470 East Clower Lane
Bartow, Florida 33830
Attention: Fiscal Officer

For Vendor: Life Extension Clinics, Inc.
1011 N. MacDill Avenue
Tampa, Florida 33607
Attention: Patricia Johnson

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Vendor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Vendor under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Vendor Representations

25.1 The Vendor hereby represents and warrants the following to the County:

25.1.1 Vendor is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Vendor's performance under this Agreement will not violate or breach any contract or agreement to which the Vendor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Vendor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Vendor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Vendor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Vendor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Vendor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Vendor shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Vendor is authorized to do so.

26.0 Default and Remedy

If the Vendor materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Vendor receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Vendor, then the Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Vendor the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Vendor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

The Vendor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the Vendor shall deliver written notice to the County describing the event in reasonably sufficient detail and how the event has precluded the Vendor from performing its obligations hereunder. The Vendor's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Vendor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Vendor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Vendor shall keep the County duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Vendor shall notify the County if any of the Vendor's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Vendor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Vendor shall remove without consequence to the County any of the Vendor's Vendors, sub-contractors, sub-consultant, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Vendor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Patricia Johnson, CEO

Name: Pam Desmarais, ARNP-BC

32.0 Scrutinized Companies and Business Operations Certification; Termination.

a. Certification. By its execution of this Agreement, the Vendor hereby certifies the following to the County:

(i) the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel; and

(ii) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(iii) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(iv) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(v) the Vendor was not on any of the above-referenced Lists, nor engaged in a boycott of Israel, nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County with respect to Request for Proposals 17-601; and

(vi) the Vendor is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

b. Termination. The County may immediately terminate this Agreement if the Vendor:

(i) has submitted a false certification to the County with respect to whether the Vendor (A) is on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (B) has been engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria; or

(ii) is placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engages in a boycott of Israel, or engages in business operations in Cuba or Syria.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida :

By: Eni Valle
Deputy Clerk

By: R. Todd Dantzler
R. Todd Dantzler, Chairman
Board of County Commissioners



Date Signed By County 12/19/17 I. 11

Reviewed as to form and legal sufficiency:
Jandra B. Howard 12/18/17
County Attorney's Office Date

ATTEST:

Life Extension Clinics, Inc. dba Life Scan
Wellness Center
a Florida corporation,

By: Michael Terrana
Michael Terrana
PRINT NAME
CFO
TITLE

By: Patricia Johnson
Patricia Johnson
PRINT NAME
CFO
TITLE

Date: 12/8/2017

SEAL

EXHIBIT “B” RATES

Life Scan Wellness Centers 2018 Polk County Comprehensive Physical Exam	
<i>Physical Exam (NFPA 1582 Compliant)</i>	included
Vision (Titmus)	included
Hearing Exam	included
Skin cancer assessment	included
Personal Consultation with review of testing results	included
<i>Cardio Pulmonary Assessment</i>	
Echocardiogram (Heart Ultrasound)	included
Resting EKG	included
Treadmill Stress Test with EKG	included
Carotid Arteries Ultrasound	included
Aortic Aneurysm Ultrasound	included
Pulmonary Function Test	included
<i>Cancer and Disease Assessment</i>	
Thyroid Ultrasound	included
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds	included
Bladder Ultrasound	included
Pelvic Ultrasound for Women (external, Ovaries and Uterus)	included
Testicular Ultrasound for Men	included
Prostate Ultrasound for Men	Included
<i>Blood and Laboratory Tests</i>	
QuantiFeron Gold (TB Blood Test)	included
Hepatitis C Test	included
Hemoccult Test	included
Urinalysis	included
Lipid Panel	included
Diabetes Tests (Hemoglobin A1C and Glucose)	included
Complete Blood Count	included
Comprehensive Metabolic Panel	included
Thyroid Panel	included
PSA (men)	included
CA-125 (women)	included

QuantiFeron Gold	included
Testosterone (Men) NEW for this RFP (added \$20.00)	included
<i>Fitness Program (NFPA 1582 Guidelines)</i>	
Fitness and Agility Evaluation	included
Body Composition Analysis	included
Stretching/Flexability/Endurance Analysis	included
Nutrition and Diet Recommendations	included
Personal Fitness Recommendations	included
<i>Medical Clearances</i>	
OSHA Respirator Medical Clearance	included
Firefighter Medical Clearance	included
TOTAL	\$510.00

In Process

Polk County 2018 Additional Tests	
HAZMAT Tests (Cholinestrese and Heavy Metals)	\$120
Chest X-Ray with Radiologist review	\$65
Hepatitis A Test	\$55
Hepatitis B Test	\$55
Hepatitis A Titer	\$30
Hepatitis B Titer	\$30
Hepatitis A Vaccines each shot (2 series)	Each \$60
Hepatitis B Vaccines each shot (3 per series)	Each \$60
PPD	\$15
OSHA Respirator Mask Fit Testing (Portacount)	\$35



Meeting Calendar for 2/20/2018 through 3/24/2018

2/20/2018 9:00 AM

City Council
City Hall

2/21/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

2/22/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

2/27/2018 9:00 AM

City Council Workshop
City Hall

3/6/2018 6:00 PM

City Council
City Hall

3/7/2018 10:00 AM

Code Enforcement Board
City Hall

3/13/2018 9:00 AM

City Council Workshop
City Hall

3/14/2018 6:30 PM

Leisure Services Advisory Committee
City Hall



Meeting Calendar for 2/20/2018 through 3/24/2018

3/20/2018 9:00 AM

City Council
City Hall

3/21/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

3/22/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

#	File #	Item	Title	Staff
			Business 2/20/2018	
1		Resolution	FEMA Hazard Mitigation Grant for Pump Station Generators	Adams/Matthews
2		Resolution	Pump Station D Improvements	Blake
3		Resolution	Annual Purchase of Life Scans	Beadle
4		Presentation	National Citizens Survey	Bevan
5		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP#1	Blake
6		Resolution	Change Order Old Kings Road Widening	Cote
7		Resolution	Holland Park Phase II	Cote/Knopf
8		Resolution	Sesame Boulevard	Cote/Costello
9		Resolution	Aqua Investment Company of Palm Coast Easement	Dvornikova/Peel
11		Resolution	Kings Pointe Partial Vaca	Hoover
12		Resolution	WO for SW-43R	Kronenberg
13		Proclamation	Rare Disease Day	Lane
14		Ordinance	Comp Plan Amendment WSFWP	Papa
			Workshop 2/27/2018	
1		Resolution	FDOT LAP Agreement for Seminole Woods Blvd./Town Ctr. Blvd at SR 100 Project	Cote
2		Resolution	Belle Terre Bridge Pathway Rehabilitation	Cote
3		Ordinance	Draft Charter Amendments	Falgout
4		Resolution	Purchase Fire Truck	Forte
			Business 3/6/2018	
1		Resolution	FDOT LAP Agreement for Seminole Woods Blvd./Town Ctr. Blvd at SR 100 Project	Cote
2		Resolution	Belle Terre Bridge Pathway Rehabilitation	Cote
3		Ordinance	Draft Charter Amendments	Falgout
4		Resolution	Purchase Fire Truck	Forte
			Workshop 3/13/2018	
1		Resolution	Rebuild and Testing of SW-30	Adams
2		Presentation	Annual Progress Report	Bevan
3		Resolution	Right of Way Partial Vacation of Midway Drive	Cote
4		Resolution	Right of Way FPL Easements	Cote
5		Ordinance	Rezoning of the corner of Bulldog Drive and SR 100 (WAWA)	Tyner

			Business 3/20/2018	
1		Presentation	CAFR Presentation	Alves
2		Resolution	Right of Way Partial Vacation of Midway Drive	Cote
3		Resolution	Right of Way FPL Easements	Cote
4		Ordinance	Palm Town Center MPD (first read)	Hoover
5		Proclamation	Sexual Assault Awareness Month	Lane
6		Proclamation	National Crime Victims Rights Week	Lane
7		Proclamation	Florida Hospital Flagler Sponsorship	McDermott
8		Ordinance	Rezoning of the corner of Bulldog Drive and SR 100 (WAWA)	Tyner
9		Presentation	Water Distribution Award	Zaleski
			Workshop 3/27/2018	
1		Presentation	SAP Evaluation Workshop #1	Bevan
2		Proclamation	Water Conservation Month	Matthews
			Business 4/3/2018	
1		Ordinance 2nd	Palm Town Center MPD	Hoover
2		Proclamation	Fair Housing Month	Lane
3		Presentation	Citizen's Academy Graduation	Lane
			Business 4/24/2018	
1		Presentation	SAP Evaluation Workshop #2	Bevan
			Business 5/1/2018	
1		Presentation	SAP Proposed Updates and Additional Priorities Adoption	Bevan
			Business 5/8/2018	
4		Resolution	Presentation to City Council - Year to Date Budget Results 5/8	Alves/Williams
1		Presentation	SAP Proposed Updates and Additional Priorities Adoption	Bevan
			Business 5/15/2018	
1		Proclamation	Kids to Park Day	Lane
			Business 5/29/2018	
1		Presentation	Fund Accounting and Long Term Planning 5/29	Alves/Williams
			Business 6/5/2018	
1		Presentation	Citizen's Academy Graduation	Lane
			Business 10/16/2018	
1		Presentation	Citizen's Academy Graduation	Lane
			Future	
1		Resolution	Master Plan SCADA Telemetry Standardization	Adams/Hogan

2		Resolution	Annual Fire Inspection Fees	Alves
3		Presentation	Property Tax and Other Revenue 6/12	Alves/Williams
4		Presentation	General Fund and TRIM Rate 7/10	Alves/Williams
5		Resolution	Proposed Millage Rate 7/17	Alves/Williams
6		Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
7		Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
8		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
9		Presentation	Annual Progress Report 3/13	Bevan
10		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
11		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
12		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
13		Presentation	10 year Capital Improvement forecast 4/10	Cote
14		Presentation	Finalize 5 Year CIP 7/31	Cote
15		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
16		Resolution	Property Exchange NECGA	Falgout
17		Ordinance 1st	Coastal Trace FLUM	Papa
18		Ordinance 1st	Coastal Trace Rezoning	Papa
19		Ordinance	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
20		Ordinance	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
21		Ordinance	Rezoning Roberts Road - Smith Properties	Papa