



City of Palm Coast

Agenda

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, March 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.
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CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

PUBLIC PARTICIPATION

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

MINUTES

- 1 MINUTES OF CITY COUNCIL:**
February 20, 2018 Business Meeting
February 27, 2018 Workshop

PROCLAMATIONS

- 2 PROCLAMATION RECOGNIZING MARCH AS AMERICAN RED CROSS MONTH**
- 3 PROCLAMATION RECOGNIZING MARCH AS MULTIPLE MYELOMA AWARENESS MONTH**

CONSENT

- 4 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT (#FSA16-VEF12.0) WITH HALL-MARK RTC FOR THE PURCHASE OF A FIRE TRUCK IN ACCORDANCE WITH THE FLEET REPLACEMENT SCHEDULE**
- 5 RESOLUTION 2018-XX APPROVING A PURCHASE ORDER WITH TOM EVANS ENVIRONMENTAL, INC. FOR THE PURCHASE OF SUBMERSIBLE PUMPS AND A CONTROL PANEL**
- 6 RESOLUTION 2018-XXX APPROVING A WORK ORDER WITH TAYLOR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE WALKER WATERWAY MAJOR CROSSING AT BELLE TERRE PARKWAY REHABILITATION PROJECT**
- 7 RESOLUTION 2018-XX APPROVING FDOT LAP AGREEMENT FOR SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT**

PUBLIC PARTICIPATION

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

DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

ADJOURNMENT

- 8 CALENDAR/WORKSHEET**

City of Palm Coast, Florida Agenda Item

Agenda Date : 3/6/2018

Department	CITY CLERK	Amount
Item Key		Account #
Subject	MINUTES OF CITY COUNCIL: February 20, 2018 Business Meeting February 27, 2018 Workshop	
Background :		
Recommended Action : Approve MINUTES OF CITY COUNCIL: February 20, 2018 Business Meeting February 27, 2018 Workshop		



**City of Palm Coast
Minutes
CITY COUNCIL
BUSINESS MEETING
AMENDED AGENDA**

City Hall
160 Lake Avenue
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**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

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Present and responding to roll call were the following:

Council:

Robert Cuff
Nick Klufas
Steven Nobile
Heidi Shipley
Milissa Holland

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

D. PUBLIC PARTICIPATION

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Robert MacDonald – Requested a meeting with Code Enforcement and CM Nobile. Public Records Request for work orders relating to the 30 concrete slab replacements on Ravenwood to include how much dirt was used; how much the cost was; how much the concrete costs and the cost of the labor. Also, requested when will the City be fixing all of the side road corners of roadways- Belle Terre and Whiteview, Rymfire and Ravenwood, Whiteview and Ravenwood.

Responses to Public Comments:

Mayor Holland: Mr. Landon, will you please have all this information supplied to Mr. MacDonald.

Ans: Mr. Landon - I will have the appropriate staff will do so.

E. MINUTES

1. MINUTES OF THE CITY COUNCIL:

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

Pass

Motion made to Approved as amended made by Council Member Nobile and seconded by Vice Mayor Cuff

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

CM Klufas requested the Broadband PowerPoint be added to the minutes and shared with all. Ms. Smith explained they are attached in the software retention system, but will forward the PowerPoint to Council.

F. PROCLAMATIONS

2. PROCLAMATION - RARE DISEASE DAY

Mayor Holland asked that the proclamation be read toward the end of the meeting because the requestor may arrive later due to an unforeseen conflict in his schedule. The agenda moved to Item G3. Mayor Holland read the Proclamation into the record. The Proclamation will be sent to the appropriate parties.

This proclamation was heard after the consent agenda since it is time sensitive.

G. ORDINANCES FIRST READ

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

Attorney Reischmann read the title into the record. Mr. Landon provided a brief overview to this item. Mr. Jose Papa and Mr. Brian Matthews provided a PowerPoint presentation, which is attached to these minutes.

Mayor Holland - In working with the water management districts is there a methodology that they determine . . . when the conversation began about the desalinization plant many years ago and I knew they were looking for collaborative partners in different communities and I served on the Regional Planning Council at this time, and yet there was development after development that was approved outside of our boundaries without the same requirements to actually partner with a desal plant in the region. If we were ever to revisit that conversation, I am still not sold on the thought process of building a desal plant with the energy costs in mind. I would really need to do a deep analysis whether that made sense or not. It was always confusing why the requirement wasn't the same for other communities and they kept issuing permits after permits in the region but did not require them to partner in this effort. that they regarding the desalinization? Ans: Mr. Matthews- A couple of things have occurred since 2008, 09 and 10. When we were as a function of the Flagler county water supply plan outcome which identified several different means by which to provide water. Rather than looking at Crescent Lake to the west, it was suggested we look to the east and maybe consider desal and then we would have a drought proof supply. For us and our 11 fellow partners it made a lot of sense regionally for us to be the folks in charge of it, that water supply. Many other communities did not have the wear with all. They were too small. Developments were being approved. One of things that has happend since then is minimum flows and

levels, which ties back to the aquifer's hydrostatic pressure and how much water is available for the spring. Those folks are being told today. Yup, we let you grow big then but not anymore. They are having very severe restrictions today based on what they were allowed to do ten years ago. And we slowed down considerably to some degree so we could relook and to your point of the carbon footprint and the energy consumption of a desal facility. We anticipate by the time we are looking at that again, the technology will be such that the energy supply will be significantly less.

Mayor Holland: Currently, are all of our public areas whether it be parks or medians, we are utilizing reuse in? Are there any areas we are not using irrigations purposes. Ans: Mr. Matthews- Yes. We do not have reuse to all the parks at this time. We are considering, if you will, if it makes sense to use reuse. We are using reuse on golf courses. The Palm Coast Golf Course does use stormwater which is a water of lesser quality than reclaim water. I would rather put the reclaim water back in the wellfield and have aquifer charge with it. We do use reuse for golf course irrigation for common medians and for several parks we have several components. We are moving in that direction for sure. Ans. Mr. Landon: We also have a five year masterplan for where the reuse lines will be extended. Because of Wastewater Plant II, is extending reuse lines to Indian Trails Sports Complex.

Mayor Holland: Have we determined from a cost benefit analysis of what the cost would be if we put those lines in (to residential neighborhoods)? Ans: Mr. Landon - Correct me if I am wrong Brian, but we do not use any potable water to irrigate our parks. If there is a pond, which there usually is, we draw out of the pond. Some of the locations, we actually have wells. As far as cost, if there is a reuse line close by than that is definitely the way we want to go. If it is miles and miles to get a mainline to that one park, that is not cost efficient. We have to have a masterplan, just like any other infrastructure, as to where those capital dollars where we can get the biggest benefit by extending our system.

CM Klufas: To piggyback off of the Mayor's question. Have we done an analysis whether or not the feasibility for putting reuse lines into neighborhoods would make sense and my second question would be, have we performed any kind of analysis on the amount of water we lose through leaks and irrigation systems at homes that are malfunctioning? Is there a way to determine how much water is wasted? If we could eliminate the waste, would that be able to extend out how many gallons we are required per day because we are removing that from our total? Ans: Mr. Landon - I get a quarterly report on the amount of water that comes out of the plant vs. how much we have metered. The report tells you what is wasted between our plant and all the meters. As far as individual homes, that is usually your utility bill. We do everyday we help customers why is there utility bill going up. Do you have a leak? And how we assist them with trying to make sure they are not wasting water? Just a running toilet, it is amazing just how much water that will use. As far as the waste between our plant and the meters in our system. It is very, very low. The industry standard needs to be below 10% and we are 2% or 3% in that range.

CM Klufas: Do we have an amount that we credit back to customers each month? Is it in the thousands? Tens of thousands? Ans: Mr. Landon - If the

bill is substantially over their average, we do give them credit back a portion of that. I don't have a total of that but I bet we could determine that. As far as the other question goes, the idea of taking reuse and taking it into our neighborhoods. It will not be cost efficient. Each one of those yards has to be refitted with an irrigation system that would tie into this.

CM Klufas: How about smart metering? That is something that I had done research on. I don't have a real number in my head but what do you think the percentage of water use is, probably from leaks and such, 5%? 3%? Ans: Mr. Landon - I could add. Our smart meters are next stage and what we are looking at right now and we are looking at a fixed based reading. It is not just for us but that is where a customer will be able to go online and see how much water they use everyday. That could have a real impact and would also help them if they have a leak or how much does it really cost to run the dishwasher every night.

CM Klufas-If a new build puts in the technology that will reduce water consumption per household, will there be an incentive to do so? Ans: Mr. Landon - Our code does give them a financial incentive to build green. Ans: Mr. Matthews - If I could add, there is a huge incentive in our rates, if you use few gallons you pay less dollars per thousand gallons. If you can get your water use down to a lesser tier, you can save quite a bit of money.

Comments:

George Mayo- Good water in Palm Coast, fracking issue and how long would a desal plant take to start up? Is desal still an option?

Responses to Public Comments:

Desal plant projection-Ans: Mr. Matthews- Probably around 2050. At full build out of Palm Coast, it is conceivable that we will need a couple million more gallons beyond the fresh aquifer and possible brackish aquifer would be able to provide for that. Despite the other reuse opportunities that we might have to consider using desal. As far as timeframe to implement desal, unless something changes dramatically in the regulatory community, it would be a long implementation period. If it was on an emergency basis, you could bring in something that is used in Tsunami events for the fracking issue. That is very far out.

Mayor Holland: Colbert Lane with all the new developments going on, reuse water? Ans: Mr. Mathews - We are looking at putting a line down there. Any place where there is a future population center, it makes sense. Ans: Mr. Landon - What we did in Grand Landings, South we required them to install the reuse irrigation systems so it was ready to go. When we got the mainline down there, we hooked it up to that.

CM Klufas: Is there an average cost per mile of mainline lead? Ans: Mr. Mathews: There is but I am afraid I am not the construction people so I cannot answer that for you.

Mayor Holland: Do we contact our residents if we are detecting an unusual high usage pattern within the home? Ans: Mr. Landon - We don't know either until we go out and read the meter.

Pass

Motion made to Approved on first reading made by Vice Mayor Cuff and seconded by Council Member Nobile

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

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

R20180025

Mayor Holland read the title of the resolution into the record. Mr. Landon gave a brief overview of the item. Mr. Hoover reviewed his presentation with Council.

CM Klufas - If they are exiting onto Old Kings, making a right turn . . . where would they turn around if they wanted to in the other direction? Ans: Mr. Hoover - That is a full median opening right now. Ans: Mr. Landon - So the best thing to do would be taken the frontage road.

Public Comments:

Mr. Nielebock- Concerns with traffic around the school and the location of this project relative to the school.

Responses to Public Comments:

School traffic and location of project- Ans: Mr. Landon - No this is on the north side of State Road 100, whereas, the school is on the south side. I tend to agree with the gentleman. But that is true of every school with drop off and pick up time. Recently we convinced Flagler County, which controls that signal and FDOT to put in a left turn arrow, that helps. The entire area was redone recently so they have put an effort to improve it.

Pass

Motion made to approve made by Council Member Klufas and seconded by Council Member Nobile

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

I. CONSENT

There were no public comments on the consent agenda.

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**

R20180021

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

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

R20180026

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

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

R20180030

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

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**

R20180022

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

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

R20180023

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

- 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.**

R20180028

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

- 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.**

R20180027

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

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

R20180024

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

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

R20180029

Pass

Motion made to Adopt on consent made by Council Member Klufas and seconded by Council Member Nobile

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

J. PUBLIC PARTICIPATION

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

There were no public comments. The agenda moved to Item F 2.

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

CM Shipley- Mr. and Mrs. Freeman have approached me through their friend, Stephanie Capehart. The state has the ruling on it that we have to have the handicap spots and how many and where. We need an ordinance here that unifies them. When someone parks in a handicap spot and then gets a ticket and goes to court, it will sometimes get thrown out because the signage is not uniform and they can see they didn't see this or I was in front of this sign and not that sign. It might make it easier for people to obey the signs and actually have some kind of a penalty that will stick. I was hoping we could get it on a workshop so we can get it uniform. Ans: Mayor Holland - Let's do this. I don't know if it requires a workshop discussion on the item. I am curious to understand why there is no uniformity for the signs. I wasn't aware that there was not. Ans: Mr. Landon - I am not sure there isn't. Except for history, if they went up 20 years ago, they may be different than today. I can find out if there is a standard today and if it is controlled by the state or whether we can have some control here. Let me get together with Mr. Flanagan and if there is something we can do in the future to make sure that it is very clear and consistent. For the most part, these are private parking lots and these are signs that would be a code enforcement issue and as far as requiring them to have the appropriate signs in their private parking lot. It is not a City sign issue. If it is one of our parking lots, then we would do it ourselves.

Mayor Holland: Can we bring this back at our next meeting? Ans: Mr. Landon - We will take a look at it and get back to you. Can't promise you it will be the next meeting but it will be soon.

Mayor Holland-Active shooter issue. Do we have a coordinated plan and has the Sheriff reached out as to what his response would be to provide safety and structure. Ans: Commander Carman- Right after this happened, the Sheriff put deputies at each school. We got a lot of positive feedback on it. One of the things we are doing is we are looking at working with the School Board and giving some active shooter presentation with them. We are the only city in the State of Florida, that I am aware of, that the City Manager made it mandatory for the staff to have active shooter presentation. The Sheriff is in talks in the School Board. We have updated our presentations and training. Our deputies receive training on how to handle it.

CM Nobile-What are we doing or is the Sheriff putting together some sort of plan to stop it. vs. react to it? Ans: Commander Carmen - He has a lot of ideas. He has talked to us about it. At all of our events, we have beefed up security. He has started a homeland security division, where we meet on events. There is a meeting today.

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

Nothing at this time.

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

It is spring time. March kicks off a lot of spring events. Food truck Tuesday starts on March 20. Movies in the Park starts on March 9.

The Grand Opening of the Community Center will be March 23, 2018 @ 5:00 p.m.

Mayor holland-How was the Birding Festival? Ans: Mr. Landon-It was very good. It grows every year.

N. ADJOURNMENT

*The meeting adjourned at 10:13 a.m.
Respectfully submitted by
Virginia A. Smith, City Clerk*

14. CALENDAR

15. ATTACHMENTS TO MINUTES



City of Palm Coast Minutes CITY COUNCIL WORKSHOP

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Vice Mayor Robert G. Cuff
Council Member Steven Nobile
Council Member Nick Klufas
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Tuesday, February 27, 2018

9:00 AM

CITY HALL

City Staff

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A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

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

D. PUBLIC PARTICIPATION

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There were no comments.

E. PRESENTATIONS

1 ORDINANCE 2018-XX PROPOSED AMENDMENTS TO THE CITY CHARTER

Attorney Reischmann presented a PowerPoint presentation, which is attached to these minutes.

Mayor Holland: Did you write te the summary, Bill? "Amended to delete obsolete sections?" seems rather I would say confusing to someone going to a voting booth. Is there a way to phrase it that is a little bit more direct? Ans: Attorney Reischmann - There are two limitations. There are two limitations: we are limited to 15 words in ther title and the summary you are limited to 75 words.

CM Klufas-The one concern I had was there is no context around "establish Council salaries by resolution." I know how that is going to be portrayed by people reading that, "they are trying to slip something in there so they can give themselves as much money as they want." Ans: Mr. Landon - It actually falls under the out of date. The issue is that the charter today has the original salaries. It has been amended at least once. The figure is no longer relevant in the Charter. Ms. Crotty's suggestion is that anything not relevant or out of date should be deleted. You could leave the salary out all together you are not changing or proposing to change how salaries are establish.

Attorney Reischmann provided revised language: "The Charter shall be amended to remove outdated portions of the charter to replace the current legal boundary descriptions, with the general boundary statement and to revise requirements for consistency with state laws." Council was more comfortable with the proposed language.

Attorney Reischmann proposed the following language re: Charter Review Committee: - A Charter Review Committee shall be appointed by represenatives to be appointed by each Council Member from the district they represent and the Mayor appoint one at large.

CM Shipley - It says the charter review process to include an Advisory Charter Committee. In ten years, someone is going to say you could do it or it is included in the Charter Review. I want to make sure it is set in stone that is the only way a Charter Review can be done in the future or will we be doing the same thing ten years from now? Ans: Attorney Reischmann - we are still pre-empted by State Statute. There is nothing we can put in here. This is where we were before. We got Statute 166.031. Ans: Mr. Falgout. - This provides that there is not this gray area whether a Charter Review shall be done by a Charter Review Committee. It is very clear direction, if adopted, that a Charter Review

must at least be conducted every ten years by a Charter Review Committee. It does not preclude Council from making changes as they come up before the ten years. It does make it mandatory requirement that a Charter Review happen every ten years whereas before, the language was rather vague.

CM Klufas: If we even do what CM Nobile and CM Shipley are saying, will we still be trying to circumvent pre-emption? Ans: Attorney Reischmann- No. What CM Nobile is saying in the process of the Charter Review Committee, in addition to a Charter Review Process, he would like to have this Council consider more detail in the process, in the Charter Review Committee.

Mayor Holland: If someone passes away the day after they are elected, three years is a long appointment for a Council to make? Ans: Attorney Reischmann - The current process divides the four year term by two. If there is a vacancy for whatever reason during the first two years of the four year term, currently, the Council shall appoint someone to fill the vacancy until the next regular election. Not until the term is over but the next election. To your example, should a Council Member get elected, sworn in and passed away, that vacancy would be filled by appointment for a maximum of two years.

Mayor Holland Does our Communications Team . . . are they developing a plan to get this out? Ans: Mr. Lanond - We will. We will be working with legal on language when we communicate following state laws.

Mayor Holland: Can we spend money? Is that against the law? Ans: Attorney Reischmann - You can't advocate. You can spend resources on giving the facts. Ans: Mr. Landon - We have to make sure we follow the law and the direction of legal counsel.

CM Nobile- We have two public meetings on this. How will people before that see the changes that are going to be made? Ans: Attorney Reischmann - It gets to them on an agenda. You will have a proposed ordinance for first reading. And you will have what is in your agenda packet today, which will be modified. Ans: Mr. Falgout - In addition, for the folks that were involved in the process, charter page on the website. We will post them on the page as well. Ans. Attorney Reischmann - For clarification purposes, until Council takes it final decision we are not going to head out and spread the final word until the second reading.

2 RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT (#FSA16-VEF12.0) WITH HALL-MARK RTC FOR THE PURCHASE OF A FIRE TRUCK IN ACCORDANCE WITH THE FLEET REPLACEMENT SCHEDULE

Mr. Landon provided a brief overview to this item. Deputy Chief Forte, Captain Kyle Berryhill and Lt. Brian Mugford presented a PowerPoint presentation, which is attached to these minutes.

Mayor Holland-What is our response time? Ans: Deputy Chief Forte-6 minutes and 23 seconds.

Mayor Holland - How tall is the ladder? Ans: Captain Berryhill - Approximately 10 feet.

Mayor Holland- You had mentioned earlier that we were going to start the review of fire impact fees since we have not done that evaluation in a long time? Are those impact fees - are we able to purchase vehicles with those funds? Ans: Attorney Reischmann - New vehicles, not replacements. It would have to be an additional vehicles.

CM Klufas- Were there any compromises or trade offs that you guys had to make with the basic cookie cutter model on moving into this process. Is there anything that this truck is lacking that would enable you to do your job better or more effectively. Ans: Captain Berryhill - I think we have selected the things we need. There are a couple of options. . . every time you buy a firetruck, you are trying to meet the new industry standard and new regulations, such as, emission standards. I think we feel confident that we have the things we need to do our job well. There are always a couple of things that are "want to" but I think we can figure out how to operate with this. I think it is a really good truck. I think the guys will love it.

Mayor Holland: Life expectancy? Ans: Capt. Berryhill - We expect to get 30 years out of this truck.

Mayor Holland -Station is 22, that is obviously our oldest station. I know we looked at doing some upgrades or renovations. Are we going to look at modernizing it so that it would fit the equipment we are looking at housing today. Ans: Mr. Landon - Two years ago, we did some renovations, out in the bay and basically, did a redo in the living quarters. With the idea, that station functionality desing would be for at least 10 to 15 years. There is nothing practice about expanding it for another engine or another piece of equipment. If you are going to do that, we are better off just moving to a replacement station. There is a lot of talk of replacement stations at this time we are better to continue with the current program we have today.

F. WRITTEN ITEMS

3 RESOLUTION 2018-XX APPROVING FDOT LAP AGREEMENT FOR SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT

Mr. Landon provided a brief overview to this item.

CM Shipley-So the \$187K is grant dollars or is that how much we spend and then we get grant dollars? Mr. Landon - The grant is for \$187 a little over that . . . we will get you a follow-up with the estimated cost of the project.

CM Klufas Will this be a stright and then a left? Ans. Mr. Landon - This will add a dedicated left turn lane which will create the right turn lane and then straight. I am not positive if the right turn lane will also go straight. The total cost of the project is \$224,000.

4 RESOLUTION 2018-XXX APPROVING A WORK ORDER WITH TAYLOR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE WALKER WATERWAY MAJOR CROSSING AT BELLE TERRE PARKWAY REHABILITATION PROJECT

Mr. Landon provided a brief overview to this item.

5 RESOLUTION 2018-XX APPROVING A PURCHASE ORDER WITH TOM EVANS ENVIRONMENTAL, INC. FOR THE PURCHASE OF SUBMERSIBLE PUMPS AND A CONTROL PANEL

Mr. Landon provided a brief overview to this item.

CM Shipley-Are these ones we need or we are getting to put aside? Ans: Mr. Landon - This is going to address the well. Ans: Mr. Ashburn-We are upgrading the pumps and when we upgrade the pumps, you have to upgrade the panel. It is a package deal and will increase the efficiency in the performance of the wastewater.

G. PUBLIC PARTICIPATION

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

Jack Carall - On the roundabout we have out here, how many accidents have occurred there? Why are so many of the concrete walkways being replaced so much? It is only bicycles and people that travel there?

Jon Netts-I want to commend the Palm Coast Fire Department. I have eleven years experience as a firefighter and 12 years years as a Fire Commissioner. I have purchased a number of firetrucks. I can tell you that the commercial trucks vs. the custom trucks - the price is almost double. What your department has done is, to use his term, to have a hybrid. In a sense, it is a standardized truck but has the special things they need without adding exorbitant costs. They have done a wonderful job.

Roundabout accidents- Ans: Mr. Landon - I don't know how many accidents. We can get that information. There are three roundabouts being proposed right now in the State System in Flagler County. Our roundabouts in Town Center and some other places as per the current standards. One of the things we have talked about is needing consistency when you go to a round about you know what to expect.

Concrete walkways-Ans: Mr. Landon-We have a very strong overlay program in our streets. We do have a strong maintenance program with our concrete walkways. We inspect them every year. When there are damages and cracks, we cut out that square and put in a new square. When you don't do that, for those of us on our bicycles, that chunk that falls out becomes head over handlebars. We have been sued and every city has been sued because they tripped over a crack. When you know you have cracks and holes and disrepair of your paths, we need to go out and fix them.

CM Shipley-Are we using the wrong material? Ans: Mr. Landon- Let's take Belle Terre for example. Where are the power poles? Sometimes those are being repaired by FPL or one of the other utilities that is causing the damage. Our equipment does the same thing too in order to maintain the swales, landscaping, etc. I think that is where the most damage is caused.

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

CM Shipley-St. Augustine is passing an ordinance regarding panhandlers in front of businesses. Can we pass an ordinance so that they cannot pan handle in front of our businesses? Ans: Mr. Landon-It is not allowed on public rights-of-way in the streets of Palm Coast.

CM Shipley - What about the medians? Ans. Mr. Landon - It is not allowed. When we know they are there, deputies are to move them along. You also see them at the entrance into a parking lot. Private businesses can allow, for example, the girl scouts. They are not allowed to panhandle in the streets and what happened in St. Augustine, it is a different environment. You go in the old area where you are walking and it is in the sidewalk and it is just a different environment. If they are on a sidewalk, in that shopping area, you have to have a different ordinance. This is a matter of just continuing to attempt to make sure they are not panhandling in our streets.

CM Shipley - Who should we call on that? Mr. Landon - Call Commander Harmon. He knows how to handle it and knows the right people to help out.

CM Klufas-Woodlands and the pigs. There are a ton of boars and the people that are living in the Woodlands feel that they are being pushed there from the development on Colbert Lane. They had a Fox35 reporter out there yesterday. The boars are getting more aggressive. They reached out to me and asked if there is anything the City can do about that? Ans. Mr. Landon - I am well aware of it. Barbara has been working on things. I will have Barbara get in touch with you. Ans: Commander Carmen - I have talked to Barbara about that. Her animal control guys cannot handle that but I told her I would talk to representatives from Fish and Wildlife.

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-To follow up on handicap parking spaces in commercial parking lots. We have been working with Bill and he has been working with some of our staff. Not surprising, you have to do the research first, the State has preemptive laws but it also gives us some options. Bill's first look at it is we could update the ordinance to be consistent with State law and we are making sure we know what we can and cannot do. And if there is anything that we need to update, we will bring it back to you. We are looking at two different areas. One is the enforcement side of it and the parking violations is a law enforcement issue and

that would be Sheriff. The other is the property owner responsibility to make sure they have the necessary signage and painting and designation required and that would be us as a code enforcement.

Other issue -I met yesterday with a whole team of AT&T cell tower deployment people. Something that our partners of Diamond Communications set up. I went to Lake Mary to meet with them. I met with their regional guys. They have acknowledged the City's Council Masterplan. They approved three deployments in Palm Coast and are considering some details on the fourth.

*World Tennis Day-Monday, March 5th at the Tennis Center
Two spring break camps March 12 through the 16th.
March 9-Movies in the Park.
March 20-Food Truck Tuesday.
March 23-Grand opening of the Community Center.*

K. ADJOURNMENT

*The meeting adjourned at 11:19 a.m.
Respectfully Submitted,
Virginia A. Smith, City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date : 3/6/2018

Department	CITY CLERK	Amount
Item Key		Account
		#
Subject	PROCLAMATION RECOGNIZING MARCH AS AMERICAN RED CROSS MONTH	
Background : The American Red Cross has requested Council proclaim March as American Red Cross Month.		
Recommended Action : Proclaim March as American Red Cross Month.		



PROCLAMATION

WHEREAS, the American Red Cross saw a record-breaking year in 2017 of challenging domestic and international response efforts. Through the support of its volunteers, in just 45 days the Red Cross responded to six of the largest and most complex disasters of 2017 including back-to-back hurricanes, the deadliest week of wildfires in California history, and the horrific mass shooting in Las Vegas. In addition, the Red Cross responded to nearly 50,000 home fires in 2017, providing casework assistance to help 76,000 families recover; and

WHEREAS, the Red Cross has a long history of helping our neighbors in need. The Florida's Space Coast Chapter, which serves Palm Coast, responded to 152 local disasters, assisting 198 families, and taught over 1,627 children fire safety in the past year alone. The Red Cross installed 3,216 free smoke alarms and provided fire safety information and created fire escape plans for those residents. The Chapter provided 2,011 case services to members of the Armed Forces, and taught First Aid/CPR/AED & Aquatics classes to 8,664 individuals; and

WHEREAS, March is American Red Cross Month, a special time to recognize and thank Red Cross volunteers and donors who give of their time and resources to help others in the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes here in Palm Coast who give of themselves to assist their neighbors when they need a helping hand; and

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small. It collects about 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration; and

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and the City Council of the City of Palm Coast, Florida, that March be officially designated

“AMERICAN RED CROSS MONTH”

in Palm Coast and encourage all residents to thank Red Cross volunteers and donors for supporting this organization and its noble humanitarian mission.

Signed this 6th day of March 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 : 3/6/2018

Department	CITY CLERK	Amount
Item Key	2681	Account
		#
Subject	PROCLAMATION RECOGNIZING MARCH AS MULTIPLE MYELOMA AWARENESS MONTH	
Background :	The International Myeloma Foundation is requesting the City proclaim the month of March as “Multiple Myeloma Awareness Month.”	
Recommended Action :	PROCLAIM MARCH AS MULTIPLE MYELOMA AWARENESS MONTH	



PROCLAMATION

WHEREAS, Multiple Myeloma (or myeloma), the second most common blood cancer worldwide and the fastest rising hematologic cancer, is a cancer of plasma cells in the bone marrow. It is called “multiple” because the cancer can occur at multiple sites; and

WHEREAS, In the United States, the lifetime risk of getting Multiple Myeloma is 1 in 143 (0.7 percent), with an estimated 30,770 cases expected to be diagnosed in 2018, and 12,770 losing their battle this year; and

WHEREAS, Once a disease of the elderly, it is now found increasingly in people under 65; and

WHEREAS, Because myeloma is a rare disease there can be delayed diagnosis, leading to delayed treatment. For this reason, an increased awareness of myeloma for clinicians and the general public will lead to earlier diagnosis allowing people to live longer; and

WHEREAS, Continued investment and innovation is critical to achieve early diagnosis and implement the most effective and safest treatments for myeloma patients; and

WHEREAS, Although we have seen important advances in the last decade, there is still no cure for myeloma; and

WHEREAS, the City of Palm Coast is committed to increasing awareness of myeloma and encouraging private efforts to enhance research funding and education programs;

NOW, THEREFORE, BE IT PROCLAIMED, by the City Council of the City of Palm Coast, Florida, that the month of March 2018 be officially designated as

MULTIPLE MYELOMA AWARENESS MONTH

in the City of Palm Coast.

Signed this 6th day of March 2018.

City of Palm Coast, Florida

Milissa Holland, Mayor

Attested by:

Virginia A. Smith, City Clerk

City of Palm Coast, Florida

Agenda Item

Agenda Date : 3/6/2018

Department	FIRE	Amount	\$50,000.00 (FY18) \$412,750.00 (FY 19)
Item Key		Account #	65010071-064000-46001
Subject	RESOLUTION 2018-XX APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT (#FSA16-VEF12.0) WITH HALL-MARK RTC FOR THE PURCHASE OF A FIRE TRUCK IN ACCORDANCE WITH THE FLEET REPLACEMENT SCHEDULE		
Background : <u>UPDATED BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u> This item was heard by City Council at their February 27, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u> The Fire Departments Vehicle Replacement Plan includes the replacement of a fire engine in the 2019 Fleet Fund Budget. Deputy Chief Forte and members of the Apparatus Team will present to Council an updated apparatus replacement schedule for Fire Department. The replacement schedule includes the replacement of a back-up engine. The replacement engine will become a front line apparatus.			
The Fire Departments Apparatus Team developed the specifications for the requested engine based on previously purchased apparatus utilizing the Florida Sheriff's Association bid specifications with Hall-Mark RTC. The total cost with deducts/additions is \$462,750.00. The total cost reflects the pricing and discounts available through the Florida Sheriffs Association Contract.			
City staff is recommending that City Council approve piggybacking the Florida Sheriffs Association Contract (#FSA16-VEF12.0) with Hall-Mark RTC for the purchase of a fire truck in accordance with the Fleet Replacement Schedule. Piggybacking existing competitively bid contracts is advantageous since the pricing is generally better than what the City could obtain on its own, and the City does not incur the expense and delay of soliciting a bid.			
The replacement cost has been funded by internal replacement allocations through the Fleet lease schedule, consistent with previous year's fire fleet replacements. A deposit will be required to begin construction of the truck which has budgeted for FY 2017/2018. The remaining cost will be budgeted for FY 2018/2019 and paid for upon completion and receipt of the truck.			
SOURCE OF FUNDS			
Fleet Fund-Vehicle/Equipment 65010071-064000-46001			\$ 50,000
Total Expended /Encumbered to Date			0
Deposit to be paid FY 2017/2018			\$ 50,000
Balance to be paid upon completion & receipt of truck (FY 2018/2019)			\$412,750

Recommended Action :

Adopt Resolution 2018-XX approving piggybacking the Florida Sheriffs Association Contract (#FSA16-VEF12.0) with Hall-Mark RTC for the purchase of a firetruck in accordance with the Fleet Replacement Schedule.

RESOLUTION 2018 - ____
PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION
CONTRACT FIRE TRUCK PURCHASE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT (#FSA16-VEF12.0) WITH HALL-MARK RTC FOR THE PURCHASE OF A FIRE TRUCK IN ACCORDANCE WITH THE FLEET REPLACEMENT SCHEDULE; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hall-Mark RTC has expressed a desire to provide a Pumper Fire Truck for the City of Palm Coast; and

WHEREAS, the Florida Sheriffs Association has a contract with Hall-Mark RTC for fire apparatus; and

WHEREAS, the City Council of the City of Palm Coast desires to piggyback the Florida Sheriffs Association Contract with Hall-Mark RTC to purchase a Pumper Fire Truck.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast approves the terms and conditions of the piggyback contract between Hall-Mark RTC and the Florida Sheriffs Association for the purchase of a fire truck.

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 6th day March 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Engagement Letter

Approved as to form and legality

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

Hall-Mark RTC

725 SW 46th Ave
Ocala, FL 34474



Apparatus Proposal

DATE: February 15, 2018

The Proposal has been prepared for:

**Palm Coast Fire Department
12502 Belle Terre Parkway
Palm Coast, FL 32164**

Hall-Mark RTC is pleased to offer Palm Coast Fire Department one (1) 2018 E-ONE Pumper on a Typhoon chassis. This unit is being quoted using the Florida Sheriff's Contract FSA16-VEF12.0 Specification #19, Level I Custom Pumper. This vehicle shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as requested by the fire department as detailed in the Hall-Mark Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately 311 Calendar days after receipt of chassis. Terms of payment shall be pre-payment or net 45 at delivery.

FSA 16-VEF12.0 – Spec #19 Level I Custom Pumper	\$324,859.94
Customer changes	<u>\$137,890.06</u>
Total	\$462,750.00

This quote is valid until March 31, 2018 unless extended in writing.

Sincerely,

Nate Gilman

Nate Gilman
Account Manager
Hall-Mark RTC
Q73321, R105



Administrative Services & Economic Development
Central Services Division

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

February 6, 2018

Nate Gillman
Account Manger
Hall-Mark RTC
725 SW 46th Ave.
Ocala, FL 34474

**RE: Engagement Letter Authorizing Piggyback
Fire Rescue Vehicles and Other Equipment**

Contract Name
FSA16-VEF12.0 Spec #19 Level 1 Custom Pumper

Contract Reference

Dear Nate Gillman,

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
Fire Rescue Vehicles and Other Equipment**

Contract Name
FSA16-VEF12.0 Spec #19 Level 1 Custom Pumper
Contract Reference

CITY OF PALM COAST

Signature

Print Name

Date

Hall-Mark RTC

DocuSigned by: *Nate Gilman*
8D071930350C4DA...

Signature

Nate Gilman

Print Name

Feb 7, 2018 | 5:45 AM PST

Date

In Progress

City of Palm Coast, Florida

Agenda Item

Agenda Date: 3/6/2018

Department	UTILITY	Amount	\$39,420.00
Item Key		Account#	54029082_63000_85003
Subject	RESOLUTION 2018-XX APPROVING A PURCHASE ORDER WITH TOM EVANS ENVIRONMENTAL, INC., FOR THE PURCHASE OF SUBMERSIBLE PUMPS AND A CONTROL PANEL		
Background : <u>UPDATED BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u> This item was heard by City Council at their February 27, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u> As a result of the recent hurricanes and storm events, staff has determined the need to upgrade critical pump stations to improve performance and pumping capacity in the Wastewater Collection System. These upgrades will also help to reduce the possibility of SSO's (Sanitary Sewer Overflows) in the system.			
The City has two approved pump manufacturers (Grundfos and Flygt). These manufacturers only sell directly through a single regional supplier each. The City solicited and received quotes from the two suppliers for two submersible pumps and one control panel for Pump Station CL-1.			
At this time, staff is recommending upgrading the pump station located on Colbert Lane by Daytona State College.			
City staff recommends that City Council approve a purchase order with Tom Evans Environmental, Inc. in an amount of \$39,420.00. The purchase order includes the purchase of two Grundfos pumps and a duplex control panel. The installation of the pumps and panel will be completed by City staff. The quotes are attached.			
SOURCE OF FUNDS WORKSHEET FY 2018 (UTILITY CAPITAL PROJECT- 54029082 063000 85003) \$2,130,000.00 Total Expenses/Encumbered to date \$82,749.94 Pending Work Orders/Contracts \$ Current Work Order \$39,420.00 Balance \$2,007,830.06			
Recommended Action : Adopt Resolution 2018-XX approving a purchase order with Tom Evans Environmental, Inc. for the purchase of submersible pumps and a control panel.			

RESOLUTION 2018-____
SUBMERSIBLE PUMPS AND CONTROL PANEL FOR PUMP STATION CL-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A PURCHASE ORDER WITH TOM EVANS ENVIRONMENTAL, INC. FOR THE PURCHASE OF SUBMERSIBLE PUMPS AND A CONTROL PANEL; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID PURCHASE ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tom Evans Environmental, Inc. has expressed a desire to provide two (2) Grundfos Submersible Pumps and one (1) Control Panel to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced products from Tom Evans Environmental, Inc.

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

SECTION 1. APPROVAL OF PURCHASE ORDER. The City Council of the City of Palm Coast hereby approves the purchase order relating to the purchase two (2) Grundfos Submersible Pumps and one (1) Control Panel , from Tom Evans Environmental, Inc.

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of March 2018.

CITY OF PALM COAST, FLORIDA

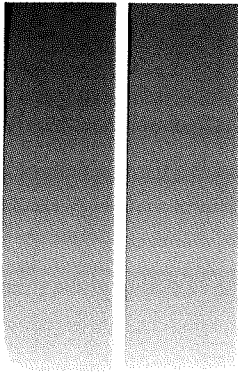
ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Approved as to form and legality

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



Tom Evans Environmental, Inc.

February 9, 2018

To: City of Palm Coast
Attn: John Croote

Subject: Palm Coast PS CL-1

We are pleased to offer the following equipment for your consideration and purchase for the subject project, per the Standard Terms & Conditions of Sale for Tom Evans Environmental, Inc. which are attached and are a part of this "Offer to Sell":

- (2) Grundfos S1.30.A40.270.4.54H.S.271.G.EX.D submersible wastewater pumps, 27hp, 3/460v, each with (2) 49' power cables & (1) 49' sensor cable. Pumps are provided with stainless steel lifting bails.
- (1) Duplex pump control panel to City of Palm Coast standards, 27hp, 3/460v.
 - NEMA 4X, type 316 stainless steel enclosure, with drip shield and 3-point latch.
 - Square D main & emergency circuit breakers with interlock.
 - Emergency generator receptacle per Palm Coast standards.
 - Square D pump motor circuit breakers.
 - Square D NEMA motor starters.
 - FAL circuit breakers for controls, RTU, site light, and GFI receptacles.
 - 24v float logic, standard 4 float operation.
 - Phase monitor, alternator, HOA switches, pump run lights, float level indicator lights, elapsed time meters.
 - Deadfront mounted GFI convenience receptacle.
 - Externally mounted GFI receptacle in weatherproof housing.
 - Alarm horn w/ silence button and alarm light for high level indication.
 - Terminal strip with dry contacts for pump 1 run, pump 2 run, power fail, pump 1 trip, pump 2 trip, and high level alarm. Spare terminals included.
 - Externally mounted NEMA 4X, 304 stainless steel 480/120v transformer (shipped as a separate part).
 - UL label.
- (1) NEMA 4X, 304 stainless steel, non-fused disconnect switch with neutral kit.
- (4) RotoFloat liquid level sensors, each with 60' of cable.
- (1) Day for startup services by a representative of this company.

Total Cost: \$39,420.00, plus applicable taxes, freight included.

PLEASE NOTE:

1. We do not include sales tax, pressure gauges, wire, cable, conduit, installation, hook-up, field testing, disconnect switches, junction boxes, or any other ancillary items which are not specifically stated in this scope of supply.
2. Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 30 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage unless outlined otherwise. Our pricing is valid for your purchase commitment within 30 days from the date of Offer.

3605 Ventura Drive East • Lakeland, FL 33811 • 863-619-3789 (Voice) • 863-619-8098 (Fax)

159 Corrine Place • Key Largo, FL 33037 • 305-451-2031 (Voice) • 305-451-1498 (Fax)

WWW.TOMEVANS.COM



Xylem Water Solutions USA Inc. / Flygt Products
2412 Birds Eye Court Orange Park, FL 32003
Phone: 239-825-8384 • Fax: 407-904-215-4079

To: City of Palm Coast

Date: February 14, 2018

Subject: PS #CL-1

Quote Number: 2018-APO-0151

We are pleased to offer the following equipment:

- (2) 6" Flygt NP3171.185/434 submersible waste water pumps, 30HP, 3/460V, with 50' of motor cable. Pumps standard construction with hardened high chrome wet ends.
- (1) Duplex 30HP/460V control panel, nema 4X 316 stainless steel enclosure four DEP logic w/square D circuitry, Terminal strip w/dry-contacts, generator receptacle, built per specifications.
- (1) Nema 4X 304 stainless steel 3kva non-fused disconnect.
- (4) Roto float liquid level sensors.

Price: \$60,172.00

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR NINETY (90) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2010)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: 100% NET 45 DAYS AFTER SHIPMENT DATE.
(Note: Partial billing will be made on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.apx> and incorporated herein by reference and made part of the agreement between the parties.

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

City of Palm Coast, Florida

Agenda Item

Agenda Date : 3/6//2018

Department	Community Development	Amount	\$95,053.00
Item Key		Account	#54225511-063000-55232
Subject	RESOLUTION 2018-XX APPROVING A WORK ORDER WITH TAYLOR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE WALKER WATERWAY MAJOR CROSSING AT BELLE TERRE PARKWAY REHABILITATION PROJECT		
Background : <u>UPDATED BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u> This item was heard by City Council at their February 27, 2018 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u> Walker Waterway Major Crossing at Belle Terre Parkway, immediately adjacent to the Buddy Taylor Middle School is inspected by the Florida Department of Transportation (FDOT) every two years. There is a growing concern that the three (3) 84” pipes under Belle Terre Parkway are in serious need of repair and rehabilitation. Rather than wait to have the pipes deteriorate to the point where they would have to be replaced, it is proposed to have the pipes lined as a preventative measure, thus extending their service life nearly indefinitely. In order to do so, it is necessary to remove the wooden boardwalk that provides pedestrian access to the school, to gain access to the construction area. As the wooden boardwalk itself is in need of repair, an on-grade multi use path (MUP) will replace it. In addition to lining and extending the three (3) 84” pipes, this project would require installing a retaining wall, with handrail, approximately 1000 feet long and providing some drainage features for Belle Terre Parkway. It is expected that this work will begin just after the 2018 school year and completed before the beginning of the 2019 school year. It is necessary to hire an engineering firm to perform the necessary studies, design and a set of construction plans with any other documents as needed. In accordance with the City's Purchasing Policy and Florida Statutes, specifically the Consultants' Competitive Negotiation Act, City staff requested qualification packages from previously qualified firms for marine engineering services. Two qualification packages were received: Dredging & Marine Consultants, LLC and Taylor Engineering, Inc. The qualification packages were reviewed and ranked by City staff. Taylor Engineering, Inc., was ranked the top firm. The project bid overview and notice of intent to award are attached to this agenda item. City staff negotiated a scope and fee not-to-exceed \$93,053.00 with Taylor Engineering, Inc. City staff has determined that the cost for the design services are reasonable and fair and are consistent with these types of services for a project of this size and scope. Funds for this project have been budgeted for out of FY 2018 control structure replacement account.			
SOURCE OF FUNDS WORKSHEET FY 2018 Major Canal Crossing 54225511-063000-55232			
			\$96,000.00

Total Expenses/Encumbered to date	\$
Pending Work Orders/Contracts	<u>\$95,053.00</u>
Balance	\$ 947.00

RESOLUTION 2018 - ____
WALKER WATERWAY MAJOR CROSSING
AT BELLE TERRE PARKWAY REHABILITATION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A WORK ORDER WITH TAYLOR ENGINEERING, INC. TO PROVIDE ENGINEERING DESIGN SERVICES FOR WALKER WATERWAY MAJOR CROSSING AT BELLE TERRE PARKWAY REHABILITATION PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Taylor Engineering, Inc. desires to provide design services for the Walker Waterway Major Crossing Rehabilitation Project for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a work order with Taylor Engineering 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 WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms and conditions of the work order with Taylor Engineering, Inc., for the Walker Waterway Major Crossing at Belle Terre Parkway Rehabilitation Project.

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of March 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Work Order with Taylor Engineering, Inc.

Approved as to form and legality

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



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

Supplier Name: Taylor Engineering, Inc.	Date: 13 February 2018
Address: 10151 Deerwood Park Blvd., Bldg 300	Bid #: Continuing Services Contract
City, State & Zip: Jacksonville, FL 32216 Office (904) 731-7040 Mobile (904) 710-4309	Project: Walker Waterway Major Crossing Rehabilitation Project Council Approval Date:

TOTAL COST: \$95,053.00

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 January 1, 2019. 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: Jonathan T. Armbruster Date: 2/13/2018
Printed Name Jonathan T. Armbruster, P.E. Title Vice President

CITY OF PALM COAST APPROVAL

By: _____ Date: _____
ASED DIRECTOR OR DESIGNEE

Project Mgr. Initials: _____

PALM COAST BELLE TERRE PARKWAY RETAINING WALL AND PEDESTRIAN PATH

INTRODUCTION

The City of Palm Coast (City) wishes to replace the existing wooden boardwalk south of Buddy Taylor Middle School along Belle Terre Parkway with an on-grade path supported by a retaining wall. The project scope includes data collection, permitting, and engineering design to:

- Demolish and remove the existing boardwalk
- Construct a retaining wall that would run the length of the existing timber boardwalk
- Construct a concrete headwall where the boardwalk crosses the canal
- Extend the three existing 84" drainage culverts through the headwall
- Construct ADA compliant grade and sidewalk with 42" handrail between the retaining wall and the edge of pavement
- Construct drainage for stormwater runoff from Belle Terre Parkway and the sidewalk

Photograph 1 shows the existing conditions, and Figure 1 (Attachment 1) provides a graphic representation of the proposed project.



Photograph 1 – Existing Conditions/Boardwalk at Belle Terre Parkway

ASSUMPTIONS

- Retaining wall will consist of a tied-back wall of vinyl or composite sheet pile with helical anchor tie-backs.
- The headwall at canal location will consist of cantilever cast-in-place concrete retaining wall with constructed with on-grade footer.
- City has capability and latitude to control drainage flows and draw down the canal water levels.
- The project will include a temporary coffer dam. Taylor Engineering will specify the coffer dam performance requirements, and the construction contractor will complete detailed design of the coffer dam and dewatering system.
- The cofferdam will block off all or partial flow through the culverts during the installation of the slipliner. Detailed hydrologic or hydraulic calculations as required for design or permitting are not included in this scope of work.
- Construction of the concrete headwall will require dewatering and lowering of canal water levels. Taylor Engineering notes that this will likely require complete dewatering of the canal in the local vicinity. We estimate the project will require a water level drawdown of 8 to 9 ft lower than the elevations observed at the time of the preliminary site visit. Bathymetry of the canal was not available at the time this scope of work was prepared.
- This scope of work assumes canal water levels will be drawn down sufficiently for installation "in-the-dry." If project requirements change or evolve to requires construction of the wall "in-the-wet," Taylor Engineering will provide a modified scope of work and fee estimate for the project.
- All fees estimated herein are based on assumed geotechnical conditions of relatively stable sandy soils.
- Stormwater treatment for the roadway stormwater runoff is not required as none exist, now and the canal system is the stormwater detention/treatment system. Design of detention or retention facilities are not included in this scope of work.
- Drawings will be supplied in hardcopy and AutoCAD digital format.
- Specifications will consist of technical specifications only and shall be on the drawings in note form. All other bid and procurement documents such as the bid form, general conditions, supplementary conditions, notice to proceed, environmental protection, contract, etc. will be supplied by the City.
- Construction administration including bid review, submittal review, site visits, contractor questions, project certification, etc. is not included in this scope of work and fee estimate. Taylor Engineering will be available to provide this work through a future scope of service upon City request.
- This project will qualify for a *de minimis* exemption from state of Florida environmental resource permitting and a State Programmatic General Permit (SPGP) to satisfy federal dredge and fill permit requirements.

TASK 1 DATA COLLECTION

Taylor Engineering will engage our subconsultant — Dunkelberger Engineering and Testing, a Terracon Company — to perform a geotechnical investigation of the soils at the location of the proposed retaining wall. This will include two upland soil borings and muck probes in the canal bottom. Taylor Engineering

(one engineer and one biologist) will also conduct a detailed site visit to document existing conditions including delineation of on-site wetlands.

Notably, Taylor Engineering intends to apply and rely upon the survey information provided by the City in digital CAD format. This scope of work excludes professional survey services.

Task Deliverables:

- Signed and sealed geotechnical report
- Brief memorandum describing on-site natural resource conditions

TASK 2 PERMITTING

Based on our current understanding of the project, we anticipate that the project will meet the requirements for a *de minimis* exemption from state of Florida environmental resource permitting, processed through the Florida Department of Environmental Protection (FDEP) or the St. Johns River Water Management District (SJRWMD). Additionally, we also anticipate that the project will qualify for a SPGP to satisfy the federal regulatory requirements. The SPGP program is administered by the state environmental regulatory agency (i.e., FDEP or SJRWMD). Requests for *de minimis* exemptions and SPGP approval require preparation and submittal of an application to verify the exempt activity and SPGP approval. Taylor Engineering will prepare the application package to include a detailed summary of the proposed work, permit drawing set, natural resource information (e.g., wetland boundaries and characterizations), descriptions of proposed best management practices, and the proposed construction schedule.

If the project does not meet the state exemption and SPGP authorizations described above and requires a higher level of regulatory authorization, we will submit an additional scope of services and fee proposal for additional permitting services.

Task Deliverables:

Taylor Engineering will submit a draft application requesting a *de minimis* exemption and SPGP approval to the City for review. Following receipt of City comments, Taylor Engineering will revise the application package as necessary and submit the final application to the lead state agency for processing.

TASK 3 ENGINEERING DESIGN AND OPINION OF COSTS

Design

Taylor Engineering will provide engineering design, drawings, and technical specifications for approximately 1000 linear ft of retaining wall having an exposed height of approximately 5-8 ft. At the canal location, we will also design a cast-in-place concrete headwall about 50 ft in length having a height of approximately 12 ft from toe-to-crown with (3) 84-inch diameter culvert penetrations. Taylor Engineering will design and detail the culvert sliplining and the pipe extensions to extend the existing culvert pipe to the proposed wall. We will attempt to minimize or omit the demolition of the existing concrete headwall as practical. Other design elements include a concrete pedestrian walkway on grade and an FDOT approved handrail. We will specify and detail approximately 300 linear ft of new handrail for

an existing concrete wall located across the road for the project. We will also design drainage elements and piping system to convey stormwater from the road through the retaining wall into the existing stormwater facility/ditch. Taylor Engineering will develop technical specifications for these features and include these specifications on the drawings in note form. We anticipate the technical specifications will include but not be limited to: a) sheet pile b) concrete, c) tie-back anchors and d) slipliner.

Meetings

Taylor Engineering has budgeted time for two phone conference review meetings with the City, one after the 30%-complete submittal, and another after the 90%-complete submittal. Additional meetings will be billed on a time and materials basis.

Opinion of Cost

Taylor Engineering will develop an engineer's opinion of cost to assist the City in planning and budgeting for the project.

Task Deliverables:

Taylor Engineering will submit the retaining wall design and opinion of cost at a 30%-complete level and a 90%-complete level for City review. We have budgeted up to four (4) hours of engineer time and six (6) hours of CAD technician time to address City comments at each submittal. Once the City's comments have been addressed, Taylor Engineering will submit 100%-complete signed and sealed drawings and specifications, and an opinion of cost. Beyond these review cycles, additional time for City directed changes will be billed on a time and material basis.

CONTINGENCY MISCELLANEOUS WORK

At the City request, this scope of work includes a \$10,000.00 fee allowance for miscellaneous contingency work which may arise through the progress of the project. Taylor Engineering will only complete work under this task upon specific written (email will suffice) request by the City. We will invoice these services, if necessary, on a time and materials basis.

SUMMARY OF PROJECT DELIVERABLES

- Final copy of the natural resource investigation memorandum
- Signed and sealed geotechnical report
- Final copy of the *de minimis* exemption verification and SPGP approval application
- 100%-Complete Construction Drawings
- 100%-Complete Technical Specifications (on the drawings)
- 100%-Complete Engineering Calculations
- 100%-Complete Engineer's Opinion of Probable Construction Cost

ESTIMATED SCHEDULE

No.	Task	Months from Notice to Proceed											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Data Collection	■	■										
2	Permitting*		■	■	■	■	■	■	■	■			
3	Engineering Design			■	■	■	■	■	■	■	■		

*Schedule includes predicted agency review period. Taylor Engineering has no control over agency review schedules.

FEE ESTIMATE

Taylor Engineering will perform the services described in Attachment A, Task 1-3 for a fixed fee of \$85,053.00 as outlined in the table below.

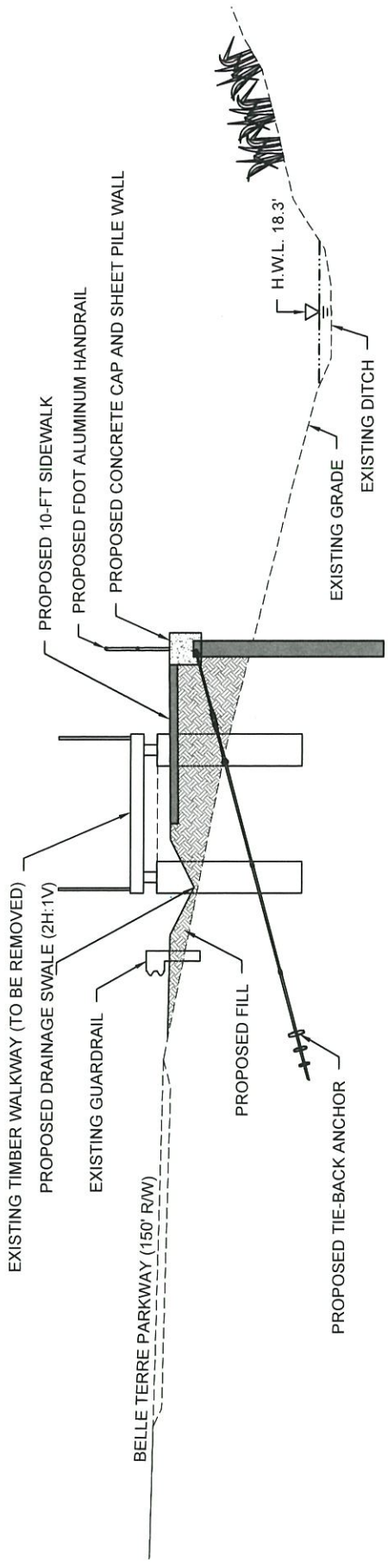
Taylor will complete activities authorized by the City as "Contingency Miscellaneous Work" on a time and materials basis for a maximum fee of \$10,000.00.

Therefore, fees associated with this scope of work total \$95,053.00.

TASKS	FEE
Task 1 Data Collection	\$14,173.00
Task 2 Permitting	\$4,944.00
Task 3 Engineering Design	\$65,936.00
TOTAL	\$85,053.00
Contingency Miscellaneous Work	\$10,000.00
Total with Contingency	\$95,053.00

ATTACHMENT 1

Figure 1 Proposed Retaining Wall and Pedestrian Path



SECTION
SCALE: 1" = 10'



TAYLOR ENGINEERING INC.
10151 DEERWOOD PARK BLVD
BLDG 300, SUITE 300
JACKSONVILLE, FLORIDA 32256
CERTIFICATE OF AUTHORIZATION #4815

FIGURE 1
PROPOSED RETAINING WALL AND PEDESTRIAN PATH
PALM COAST BELLE TERRE PARKWAY
CITY OF PALM COAST, PALM COAST, FLORIDA

PROJECT	CAS
DRAWN BY	CAS
SHEET	
DATE	1/24/18

PRELIMINARY DRAWINGS; THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



Administrative Services & Economic Development
Central Services Division

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

NOTICE OF INTENT TO AWARD

Project: LOI-CD-CME-17-46 Belle Terre Pkwy/ BTM Boardwalk Replacement Design

Date: July 19, 2017

Appeal Deadline: Appeals must be Filed by 5:00 PM on July 21, 2017

Firm	Ranking
Taylor Engineering, Inc Jacksonville, FL	1
Dredging & Marine Consultants, LLC. Port Orange, FL	2

The intent of the City of Palm Coast is to award LOI-CD-CME-17-46 to Taylor Engineering, 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 bidder 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.



LOI-CD-CME-17-46 - Belle Terre Pkwy/BTM Boardwalk Replacement Design

Project Overview

Project Details	
Reference ID	LOI-CD-CME-17-46
Project Name	Belle Terre Pkwy/BTM Boardwalk Replacement Design
Project Owner	Jacqueta Scott
Project Type	Other
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is seeking Letters of Interest (LOI-CD-CME-17-46) from professional engineering services for design and construction plans to replace the existing wooden boardwalk south of Buddy Taylor Middle School along Belle Terre Parkway. The project consists of designing: • A retaining wall that would run the length of the existing boardwalk • Extension of the existing three (3) 84" drainage culverts, through a headwall in the retaining wall. • ADA compliant grade and sidewalk with 42" handrail, between the retaining wall and the edge of pavement • Joint drainage structures for stormwater runoff from Belle Terre Parkway and the sidewalk
Open Date	Jun 07, 2017 8:00 AM EDT
Close Date	Jun 23, 2017 2:00 PM EDT

Awarded Suppliers	Reason	Score
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Taylor Engineering, Inc	highest points	79.5 pts
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Seal status

Requested Information	Unsealed on	Unsealed by
Response	Jun 23, 2017 2:02 PM EDT	Jacqueta 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?
Jacqueta Scott	Jun 23, 2017 2:03 PM EDT	No
Mike Peel	Jun 23, 2017 2:14 PM EDT	No
Donald Schrager	Jul 13, 2017 7:39 PM EDT	No
Mike Brennan	Jun 23, 2017 2:36 PM EDT	No



Project Criteria

Criteria	Points	Description
Project Team	25 pts	Credit shall be given for organization of the Proposer's team, including subconsultants for the staffing of the project, including the key staff's experience and skills relevant to the proposed assignments and teams that have worked together on previous projects. Utilization of in-house staffing will be assessed higher points than subconsultats.
Experience with Similar Projects	30 pts	Projects that involve more of the same team members and most similar to the proposed project will be given more credit
Schedule and Availability	45 pts	Credit shall be given for a comprehensive and logical schedule that minimizes contract duration. Proper attention should be provided to the project's critical path elements.
Required Submittals	Pass/Fail	All documents included.
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Project Team	Experience with Similar Projects	Schedule and Availability	Required Submittals
Supplier	/ 100 pts	/ 25 pts	/ 30 pts	/ 45 pts	Pass/Fail
Taylor Engineering, Inc	79.5 pts	20 pts	25 pts	34.5 pts	Pass
Dredging & Marine Consultants, LLC.	66.5 pts	20 pts	24 pts	22.5 pts	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date : 3/6//2018

Department	Construction Management & Engineering	Amount	\$187,385.00
Item Key		Account #	21090000-331502-54605 21097011-063000-54605
Subject	RESOLUTION 2018-XX APPROVING FDOT LAP AGREEMENT FOR SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT		
Background : <u>UPDATED BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u> This item was heard by City Council at their February 27, 2018 Workshop. There were no changes suggested to this item. In response to a question, the total estimated cost for this project is \$223,802. The City's portion of this estimate cost is \$36,417 or approximately 16% of the estimated total project cost. <u>ORIGINAL BACKGROUND FROM THE FEBRUARY 27, 2018 WORKSHOP</u> The project consists of adding a dedicated 12-foot wide left turn lane on northbound Seminole Woods Pkwy at the intersection with SR 100. The project limits are from 450 feet south of SR 100 to just past the north side of SR 100. The project also includes signals, signing and pavement markings improvements. This project is included in the FY 2017-2018 Capital Budget. This item is to consider a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement, which will provide FDOT grant funding, in the amount of \$187,385.00, for the construction phase. FDOT has allocated funding for the construction phase of the project as part of their current approved budget.			
Recommended Action : Adopt Resolution 2018-XX approving FDOT LAP agreement for Seminole Woods Boulevard/Town Center Boulevard at SR 100 project.			

RESOLUTION 2018 - ____
FDOT LAP AGREEMENT
SEMINOLE WOODS BOULEVARD/TOWN CENTER BLVD AT SR 100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR THE CONSTRUCTION PHASE OF THE SEMINOLE WOODS BOULEVARD/TOWN CENTER BOULEVARD AT SR 100 PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Department of Transportation will sign a Local Agency Program Agreement with the City of Palm Coast for the Seminole Woods Boulevard/Town Center Blvd at SR 100 project; and

WHEREAS, the City Council of the City of Palm Coast desires to approve a Local Agency Program Agreement with the Florida Department of Transportation, 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. The City Council of the City of Palm Coast hereby approves the terms and conditions of a Local Agency Program Agreement with the State of Florida Department of Transportation for the Seminole Woods Boulevard/Town Center Blvd at SR 100 project , as referenced herein and attached hereto 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 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 6th day of March 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit "A" – Local Agency Agreement (LAP)

Approved as to form and legality

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC- 07/17
Page 1 of 15

FPN: 440792-1-58-01	FPN: 440792-1-68-01	FPN: _____
Federal No (FAIN): <u>D518 032 B</u>	Federal No (FAIN): <u>N/A</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: <u>N/A</u>	Federal Award Date: _____
Fund: <u>SU</u>	Fund: <u>LF</u>	Fund: _____
Org Code: <u>55054010508</u>	Org Code: <u>N/A</u>	Org Code: _____
FLAIR Approp: <u>088717</u>	FLAIR Approp: <u>N/A</u>	FLAIR Approp: _____

County No: 73 Contract No: _____

Local Agency Vendor No: F593-614-294-006 Local Agency DUNS No: 17-454-1107

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on _____, between the State of Florida, Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and the City of Palm Coast, 160 Lake Avenue, Palm Coast, FL 32164-8436
("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated _____, a copy
(This date to be entered by DOT only)
of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of Seminole Woods Boulevard/Town Center Boulevard at SR 100, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before January 31, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 223,802.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$187,385.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency.

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Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be

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prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A.** In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B.** The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i.** In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii.** In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - iii.** In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the

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Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A.** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B.** It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C.** The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A.** Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

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- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, 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 misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, 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 misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a

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provision requiring compliance 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).

- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts,

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subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K.** The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L.** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M.** The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N.** The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits**
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
 - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
 - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
 - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

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- vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY CITY OF PALM COAST

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 440792-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

the City of Palm Coast, 160 Cypress Point Parkway, Suite B - 106, Palm Coast, FL 32164-8436.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: ~625 feet

PROJECT DESCRIPTION: The project consists of adding a dedicated 12-foot wide left turn lane on northbound Seminole Woods Pkwy at the intersection with SR 100 for the City of Palm Coast.

Additionally, the existing typical section consists of a northbound left turn lane and the combined through and right/turn lane. The proposed improvements will alter this to create a separate through lane and dedicated right turn lane. The project limits are from 450 feet south of SR 100 to just past the north side of SR 100. The total length of project is approximately 625 feet.

Other roadway improvements include asphaltic concrete pavement, signing, additional pavement markings, tree removal, existing concrete removal, addition of a 5-foot wide traffic separator, 4" thick and 6" thick concrete multi-use trail connection and ramps, detectable warning surfaces, and sod. Signalization improvements include pedestrian signalization, loop detection installation, installation of a 5-section signal head and a 3-section signal head over the northbound lanes, supplemental signal poles, and installation with all associated materials for open trench and directional bore conduit. All pedestrian facilities shall adhere to current ADA standards.

Coordination with FDOT will be required for ITS components. Project will require utility coordination. Additional permitting is not required. Additional R/W services are not anticipated. .

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

Invoices and progress reports shall be submitted on a quarterly basis to:

D5-Construction Special Projects
D5-ConstructionSpecialProjects@dot.state.fl.us
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by 4/25/2018.
- f) Construction to be completed by 9/28/2018.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The River to Sea TPO has established a 10% local match for this project. The City locally funded design and is locally funding CEI Services. The combined local funding meets and exceeds the River-To-Sea TPO match requirement. No pro-ration for match purposes is required.

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Palm Coast 160 Cypress Point Parkway, Suite B - 106 Palm Coast, FL 32164-8436	FPN: 440792-1-58/68-01
--	------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: _____ FY: _____ FY: _____ Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Project Development & Environment (PD&E) - 28 FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Design - 38 FY: _____ FY: _____ FY: _____ Total Design Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Right-of-Way - 48 FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Construction-58 FY: 2017-2018 FY: _____ FY: _____ FY: _____ Total Construction Cost	<u>\$187,385.00</u> _____ _____ _____	<u>\$0.00</u> _____ _____ _____	<u>\$0.00</u> _____ _____ _____	<u>\$187,385.00</u> _____ _____ _____
Construction Engineering and Inspection (CEI) - 68 FY: 2017-2018 FY: _____ FY: _____ Total CEI Cost	<u>\$36,417.00</u> _____ _____	<u>\$36,417.00</u> _____ _____	<u>\$0.00</u> _____ _____	<u>\$0.00</u> _____ _____
Operations – 88 FY: _____ FY: _____ FY: _____ Total Operations Costs	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
TOTAL COST OF THE PROJECT	\$223,802.00	\$36,417.00	\$0.00	\$187,385.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT “C”

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department’s website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT "T"

TRAFFIC SIGNAL MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.
7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Agency may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

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PROGRAM MANAGEMENT
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8. The Agency shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Agency shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$187,385.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrc.gov/>

City of Palm Coast, Florida Agenda Item

Agenda Date : 3/6/2018

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



Meeting Calendar for 3/7/2018 through 4/30/2018

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

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

3/27/2018 9:00 AM

City Council Workshop
City Hall

4/3/2018 10:00 AM

Animal Control Hearing
City Hall



Meeting Calendar for 3/7/2018 through 4/30/2018

4/3/2018 6:00 PM

City Council
City Hall

4/10/2018 9:00 AM

City Council Workshop
City Hall

4/11/2018 10:00 AM

Code Enforcement Board
City Hall

4/17/2018 9:00 AM

City Council
City Hall

4/18/2018 5:30 PM

Planning & Land Development Regulation Board
City Hall

4/24/2018 9:00 AM

City Council Workshop
City Hall

4/26/2018 5:00 PM

Beautification and Environmental Advisory Committee
City Hall

#	File #	Item	Title	Staff
			Workshop 3/13/2018	
1		Resolution	Sign Shop Materials MPA	Abreu
2		Resolution	Mower Parts MPA	Abreu
3		Resolution	Rebuild and Testing of SW-30	Adams
4		Resolution	WTP#2 Lime sludge container fee and hauling	Adams/Hogan
5		Rersolution	WTP#2 Lime Sludge Tipping Fee	Adams/Hogan
6		Presentation	Annual Progress Report	Bevan
7		Resolution	Hayden - CRA Property Acquisition	Falgout
			Business 3/20/2018	
1		Resolution	Sign Shop Materials MPA	Abreu
2		Resolution	Mower Parts MPA	Abreu
3		Resolution	Rebuild and Testing of SW-30	Adams
4		Presentation	CAFR Presentation	Alves
5		Resolution	ROW Bulldog Dr	Cote
6		Resolution	Right of Way FPL Easements	Cote
7		Ordinance	Draft Charter Amendments	Falgout
8		Resolution	Resolution - Hayden CRA Property Acquisition	Falgout
9		Resolution	Right of Way Partial Vacation of Midway Drive	Hoover
10		Ordinance 1st	Palm Town Center MPD	Hoover
11		Proclamation	Sexual Assault Awareness Month	Lane
12		Proclamation	Florida Hospital Flagler Sponsorship for events	McDermott
13		Ordinance 1st	Grand Landings MPD	Meehan
14		Ordinance 2nd	Comp Plan Amendment Roberts Road	Papa
15		Ordinance 2nd	Rezoning Roberts Rd - FL Landmark Communities Properties	Papa
16		Ordinance 2nd	Rezoning Roberts Rd - Tuesday Corporation Property	Papa
17		Ordinance 2nd	Rezoning Roberts Road - Smith Properties	Papa
18		Presentation	Water Distribution Award	Zaleski
			Workshop 3/27/2018	
1		Presentation	SAP Evaluation Workshop #1	Bevan
2		Ordinance	Floodplain Management	Bevan
3		Ordinance	Bldgs and Bldg Regulation Technical Amendment	Bevan
4		Presentation	Innovation Team	Falgout

5	Resolution	WWTP#1 Odor Control	Kronenberg
6	Proclamation	Water Conservation Month	Matthews
7	Ordinance	Parks Master Plan	Papa
8	Ordinance	Transportation Impact Fee	Papa
		Business 4/3/2018	
1	Ordinance 1st	Floodplain Management	Bevan
2	Ordinance 1st	Bldgs and Bldg Regulation Technical Amendment	Bevan
3	Discussion	Shortlist Executive Search Firm	Council
4	Ordinance 2nd	Palm Town Center MPD	Hoover
5	Resolution	WWTP#1 Odor Control	Kronenberg
6	Proclamation	Fair Housing Month	Lane
7	Proclamation	National Crime Victims Rights Week	Lane
8	Presentation	Citizen's Academy Graduation	Lane
9	Ordinance 2nd	Grand Landings MPD	Meehan
10	Ordinance 1st	Parks Master Plan	Papa
11	Ordinance 1st	Transportation Impact Fee	Papa
		Workshop 4/10/2018	
1	Presentation	SAP Evaluation Workshop #2	Bevan
2	Presentation	10 year Capital Improvement forecast	Cote
		Business 4/17/2018	
1	Ordinance 2nd	Floodplain Management	Bevan
2	Ordinance 2nd	Bldgs and Bldg Regulation Technical Amendment	Bevan
3	Ordinance 2nd	Parks Master Plan	Papa
4	Ordinance 2nd	Transportation Impact Fee	Papa
		Workshop 4/24/2018	
1	Presentation	Executive Search Firms	Council
		Business 5/1/2018	
1	Presentation	SAP Proposed Updates and Additional Priorities Adoption	Bevan
2	Discussion	Final Ranking Executive Search Firms	Council
3	Proclamation	Arbor Day	Mini
		Workshop 5/8/2018	
1	Resolution	Contract Executive Search Firms	Council
		Business 5/15/2018	
1	Resolution	Contract Executive Search Firms	Council
2	Proclamation	Kids to Park Day	Lane

			Workshop 5/29/2018	
			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	SAP Proposed Updates and Additional Priorities Adoption 5/1	Alves/Williams
4		Resolution	Presentation to City Council - Year to Date Budget Results 5/8	Alves/Williams
5		Presentation	Fund Accounting and Long Term Planning 5/29	Alves/Williams
6		Presentation	Property Tax and Other Revenue 6/12	Alves/Williams
7		Presentation	General Fund and TRIM Rate 7/10	Alves/Williams
8		Resolution	Proposed Millage Rate 7/17	Alves/Williams
9		Presentation	Proprietary and Special Revenue Funds 8/14	Alves/Williams
10		Resolution	Budget Workshop - Final Proposed Budget 8/28	Alves/Williams
11		Resolution	Permit compliance with NECGA (MOU and Conservation easement)	Bevan
12		Presentation	Annual Progress Report 3/13	Bevan
13		Resolution	Purchase/Installation Ozone Odor Control Unit WWTP #1	Blake
14		Resolution	Purchase/Installation Primary Clarifier Process Equipment WWTP #1	Blake
15		Resolution	Interlocal Mala Compra Storm Drain Project	Blake/Kronenberg
16		Presentation	Finalize 5 Year CIP 7/31	Cote
17		Resolution	Stormwater and Environmental Engineering Services WO	Cote/Peel
18		Resolution	Property Exchange NECGA	Falgout
19		Ordinance 1st	Coastal Trace FLUM	Papa
20		Ordinance 1st	Coastal Trace Rezoning	Papa